



BOARD OF TRUSTEES FOR THE TOWN OF THE CITY OF BLOOMINGTON
GOVERNMENT CENTER CHAMBERS, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, SEPTEMBER 26, 2022, 5:30 PM

- 1. Call to Order**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call of Attendance**
- 4. Consent Agenda**

All items under the Consent Agenda are routine in nature and will be enacted in one motion. There will be no separate discussion of these items unless a Trustee or Elected Official so requests, in which event, the item will be removed from the Consent Agenda and considered separately.

- A. Approve the Minutes of the August 22, 2022 Board Meeting as requested by the Township Clerk (*Recommended Motion: The August 22, 2022 Board Meeting minutes be approved.*)
 - B. Certify the August 2022 Statement of Funds for the General Town Administration Fund, General Assistance Fund, and Cemetery Fund as requested by the Township Supervisor (*Recommended Motion: The August 2022 Statement of Funds be certified.*)
 - C. Approve the September 26, 2022 General Town Fund Request for Payments as requested by the Township Supervisor (*Recommended Motion: The September 26, 2022 Request for Payments be approved.*)
- 5. Data Sharing Agreement and Supplemental Business Associate Agreement between the City of Bloomington Township and the Illinois Department of Human Services** (*Recommended Motion: The Data Sharing and Supplemental Business Associate Agreements with the Illinois Department of Human Services be approved, and the Supervisor be authorized to execute the necessary documents.*)
- 6. Bid Approval for Request for Proposal by Evergreen Memorial Cemetery for a New Track Loader** (*Recommended Motion: The Request for Proposal by Evergreen Memorial Cemetery be awarded to AHW for a John Deere track loader in the amount of \$58,814.33, and the Supervisor be authorized to execute the necessary documents.*)
- 7. Reports by Elected Officials**
 - A. Comments: Deborah Skillrud, Township Supervisor
 - B. Comments: Steve Scudder, Township Assessor
- 8. Public Comments**

Individuals wishing to provide public comment must email by 3:30 p.m. on the day of the meeting to: townshipoffice@cityblm.org. Comments received will be read into the record by the Supervisor or Clerk.

- 9. Adjournment**

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**MINUTES
REGULAR SESSION OF THE TOWN OF
THE CITY OF BLOOMINGTON TOWNSHIP
MONDAY, AUGUST 22, 2022, 5:30 P.M.**

The Board of Trustees for the Town of the City of Bloomington convened in regular session in the Government Center Chambers at 5:30 p.m., Monday, August 22, 2022. The meeting was called to order by Trustee Mwilambwe.

Pledge of Allegiance

All present participated in the Pledge of Allegiance.

Roll Call

Trustees Present: Grant Walch, Donna Boelen, Sheila Montney, Nick Becker, De Urban, Mollie Ward, Jeff Crabill, Tom Crumpler, and Mboka Mwilambwe

Trustees Absent: Julie Emig

Elected Officials Present: Deborah L. Skillrud, Township Supervisor, and Steve Scudder, Township Assessor

Staff Present: Leslie Yocum, Township Clerk

Consent Agenda

It is recommended that all items listed under the Consent Agenda be approved as presented. All items under the Consent Agenda are routine in nature and will be enacted in one motion. There will be no separate discussion of these items unless a Trustee or Township Supervisor so requests, in which event, the item will be removed from the Consent Agenda and considered separately and prior to Reports by Elected Officials.

Trustee Crabill made a motion, seconded by Trustee Becker, that the Consent Agenda, including all items listed below, be approved as presented.

Item 4.A. Consideration and action to approve of the Minutes of the July 25, 2022, Board Meeting as requested by the Township Clerk Department (Recommended Motion: The July 25, 2022, Board Meeting minutes be approved.)

Item 4.B. Consideration and action to certify the July 2022 Statement of Funds for the General Town Administration Fund, General Assistance Fund, and Cemetery Fund as requested by the Township Supervisor (Recommended Motion: The July 2022 Statement of Funds be certified.)

Item 4.C. Consideration and action to approve the August 22, 2022, General Town Fund Request for Payments as requested by the Township Supervisor (Recommended Motion: The August 22, 2022, Request for Payments be approved.)

Trustee Mwilambwe directed the Township Clerk to call the roll:

AYES: Walch, Boelen, Montney, Becker, Urban, Ward, Crabill, Crumpler, Mwilambwe

Motion carried.

Regular Agenda

Item 5.A. Accept the Annual Financial Report for the Fiscal Year Ended March 31, 2022, as presented by Richard W. Phillips, CPA. (Recommended Motion: The Fiscal Year 2022 Audit be accepted and placed on file with the State Comptroller's Office and County Clerk.)

Township Supervisor Skillrud introduced Richard W. Phillips, CPA, who has been the Township's auditor for a number of years.

Mr. Phillips walked through the audit report and financial statements highlighting key figures. He reported it was their opinion that Township's funds were in alignment with the unmodified cash basis of accounting and that there were no issues or discrepancies. He stated an audit of internal controls was completed as well and no additional controls were recommended.

Trustee Ward expressed concern with the significant amount of funds left over from the previous year and asked what staff needed to distribute the funding to those in need. Township Supervisor Skillrud explained that the distribution of General Assistance and Emergency Assistance were determined by State statute. She noted the decrease in applications due to COVID-19 and reminded the Board that Township was a payer of last resort. She further reported that during much of 2020, the POTS recycling and workfare programs were not operating due to COVID-19. Township Supervisor Skillrud then noted some opportunities of growth for services.

Township Supervisor Skillrud and Trustee Ward expressed interest in presenting to the Board at a future date information on the grants provided to local organizations.

Trustee Walch questioned the decrease in actual revenue versus budget in the Township Administration fund for Fiscal Year 2023. Township Supervisor Skillrud explained that the second half of the tax revenues had not been received. She clarified that the budgeted figures were annual as compared to the actual year-to-date figures.

Trustee Boelen made a motion, seconded by Trustee Crabill, that the Fiscal Year 2022 Audit be approved as presented and placed on file with the State Comptroller's Office and County Clerk.

Trustee Mwilambwe directed the Township Clerk to call the roll:

AYES: Walch, Boelen, Montney, Becker, Urban, Ward, Crabill, Crumpler, Mwilambwe

Motion carried.

Item 5.B. Accept the Annual Treasurer's Report for the Fiscal Year Ended March 31, 2022. (Recommended Motion: The Annual Treasurer's Report for Fiscal Year 2022 be accepted and placed on file with the County Clerk.)

Township Supervisor Skillrud stated that Township was required by law to present an Annual Treasurer's Report for Board acceptance.

Trustee Boelen made a motion, seconded by Trustee Crumpler, that the Annual Treasurer's Report for Fiscal Year 2022 be approved as presented and placed on file with the State Comptroller's Office and County Clerk.

Trustee Mwilambwe directed the Township Clerk to call the roll:

AYES: Walch, Boelen, Montney, Becker, Urban, Ward, Crabill, Crumpler, Mwilambwe
Motion carried.

Reports by Elected Officials

Item 6.A. Comments by Deb Skillrud, Township Supervisor

Township Supervisor Skillrud addressed the Board but had no additional comments to the Supervisor's Report. The Board did not have any questions.

Item 6.B. Comments by Steve Scudder, Township Assessor

Township Assessor Scudder addressed the Board and stated that January 1, 2022, was the assessment date and that staff used the three years sale rates to adjust the Equalized Assessed Values to market value.

Public Comment

Trustee Mwilambwe opened the meeting to receive public comment. Leslie Yocum, Township Clerk, reported that no one had registered to speak live or had submitted emailed public comment.

Adjournment

Trustee Boelen made a motion, seconded by Trustee Becker, that the meeting be adjourned.

Motion carried unanimously (Viva Voce).

The meeting adjourned at 5:46 p.m.

Amanda Stutsman, Deputy Township Clerk

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STATEMENT OF FUNDS--SUPERVISOR

ALL ACCOUNTS
McLEAN COUNTY, BLOOMINGTON, ILLINOIS

STATE OF ILLINOIS)
COUNTY OF McLEAN)

)SS

Town of the City of Bloomington

OFFICE OF THE TOWN SUPERVISOR--GENERAL TOWN ADMINISTRATION FUND

The following is a statement by DEBORAH L. SKILLRUD, SUPERVISOR of the TOWN OF THE CITY OF BLOOMINGTON in the County and State aforesaid, of the amount of public funds received and expended by her during the period just closed, ending on the **31st day of August 2022**, showing the amount of public funds on hand at the commencement of said period, the amount of public funds received and from what source received, and the amount of public funds expended and for what purpose expended during said period ending as aforesaid.

The said DEBORAH L. SKILLRUD, being duly sworn, doth depose and say that the following statement by her subscribed is a correct statement of the amount of public funds on hand at the commencement of the period above stated, the amount of public funds received and the sources from which received, and the amount expended and the purpose for which expended as set forth in said statement.

Subscribed and sworn to before me this **26th day of September 2022**.

Supervisor of the Town of the City of Bloomington, McLean County,
Illinois.

Notary Public

This **26th day of September 2022**.

WE, the undersigned BOARD OF TRUSTEES of the TOWN OF THE CITY OF BLOOMINGTON, do hereby certify that we have this day examined the foregoing and annexed account of DEBORAH L. SKILLRUD, SUPERVISOR of GENERAL TOWN ADMINISTRATION FUND, and find the same in all respects true and correct and that there appears to be a balance of **\$1,824,979.48** in ILLINOIS FUNDS in SPRINGFIELD, ILLINOIS, **\$52,906.37** in PRAIRIE STATE BANK & TRUST (53) in BLOOMINGTON, McLEAN COUNTY, ILLINOIS, and a balance of **\$1,884,013.18** in PRAIRIE STATE BANK & TRUST (64) in BLOOMINGTON, McLEAN COUNTY, ILLINOIS, constituting the GENERAL TOWN ADMINISTRATION FUND of said TOWN.

WARD 1: Grant C Walch

WARD 6: De Urban

WARD 2: Donna Boelen

WARD 7: Mary "Mollie" Ward

WARD 3: Sheila Montney

WARD 8: Jeff Crabill

WARD 4: Julie Emig

WARD 9: Tom Crumpler

WARD 5: Nick Becker

Trustee Mboka Mwilambwe

Board of Trustees of the Town of the City of Bloomington, McLean
County, Illinois

I, the TOWN CLERK of the Town of the City of Bloomington, McLean County, Illinois, do hereby attest that the payouts certified and submitted by the TOWNSHIP SUPERVISOR have been made from the Township Treasury AND do hereby certify that the above actions taken by the BOARD OF TRUSTEES of the Town of the City of Bloomington, have approved the Statement of Funds at a regularly constituted meeting of the TOWNSHIP BOARD. I shall retain a copy of this documentation and shall forward the same to the TOWNSHIP SUPERVISOR.

Town Clerk

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Town of the City of Bloomington--General Town Administration Fund

Month of: **AUGUST**

Public Funds at Commencement

Cash: Prairie State Bank & Trust (53) Checking Balance	\$	87,542	
Investments: Illinois Fund	\$	1,810,162	
Investments: Prairie State Bank & Trust (64)	\$	1,733,185	
Public Funds at Commencement			\$ 3,630,889

Public Funds Received This Month

Interest: Prairie State Bank (53)	\$	18	
Interest: Prairie State Bank (64)	\$	243	
Interest: Illinois Funds (1085)	\$	3,376	
Other Income - Retiree Insurance	\$	1,681	
Other Income - GA Administration	\$	70	
Personal Property Replacement Tax	\$	8,004	
Tax Levy	\$	350,585	
Public Funds Received This Month			\$ 363,977
Public Funds Available			\$ 3,994,866

Public Funds Expended This Month

TOTAL Public Funds at Month End

\$ 3,761,899

Public Funds at Month End

Cash: Prairie State Bank & Trust (53) Checking Balance	\$	52,906	
Investments: Illinois Fund	\$	1,824,979	
Investments: Prairie State Bank & Trust (64)	\$	1,884,013	
TOTAL Public Funds at Month End			\$ 3,761,899

Checking Account Activity

Prairie State Bank & Trust (53) Balance at Commencement	\$	87,542	
Deposits			
Interest: Prairie State Bank & Trust (53)	\$	18	
Other Income - Retiree Insurance	\$	1,681	
Other Income - GA Administration	\$	70	
Transfer from Prairie State Bank & Trust Reserve (64)	\$	200,000	
Total Deposits for Month			\$ 201,770
Total Funds Available			\$ 289,311
Checks Written			
Assessor's Office Expenses	\$	8,124	
Community Agency Funding	\$	1,406	
Compensation & Benefits	\$	92,566	
Services & Expenses	\$	127,971	
Supervisor's Office Expenses	\$	2,900	
PPRT Transfer to Cemetery Fund	\$	2,465	
PPRT Transfer to General Assistance Fund	\$	973	
Total Checks Written			\$ 236,405
Total Checks Written			\$ 236,405
Prairie State Bank & Trust (53) Balance at Month End			\$ 52,906

Prairie State Bank & Trust (53) Reconciliation at Month End

Balance per Bank Statement	\$	61,003	
Plus Outstanding Deposits	\$	10,290	
Less Outstanding Checks	\$	(18,387)	
Checkbook Balance per Reconciliation			\$ 52,906

Town of the City of Bloomington--General Town Administration Fund

Statement of Receipts and Disbursements

		<u>Aug-22</u>	
Revenue			
7000 Interest		\$ 3,637	
7400 Other Income		\$ 1,751	
7600 Personal Property Replacement Tax		\$ 8,004	
7800 Tax Levy		\$ 350,585	
	Total Revenue		\$ 363,977
	Total Income		\$ 363,977
Expense			
Assessor's Office			
9171 Utilities		\$ 929	
9251 Education/Meetings/Conferences		\$ 6,500	
9271 Appraisal Services		\$ 420	
9291 Janitorial		\$ 175	
9301 Computer Services		\$ 100	
	Total Assessor's Office		\$ 8,124
Community Agency Funding			
1025 GA Client Services		\$ 1,406	
	Total Community Agency Funding		\$ 1,406
Compensation (Salaries) & Benefits			
7011 TWP Supervisor		\$ 7,833	
7021 TWP Assessor		\$ 8,000	
7031 Town Clerk		\$ 200	
7051 General Assistance Staff		\$ 26,834	
7061 Deputy Assessors		\$ 28,777	
7081 IMRF/Employer (2022 = 9.38%)		\$ 6,406	
7091 FICA (SS/MC)/Employer		\$ 5,144	
7101 Group Medical/Employer		\$ 9,372	
	Total Compensation (Salaries) & Benefits		\$ 92,566
Services & Expenses			
1040 Building Maintenance		\$ 813	
1042 Janitorial Services & Supplies		\$ 306	
1044 Building Repairs		\$ 126,852	
	Total Services & Expenses		\$ 127,971
Supervisor's Office			
8121 Janitorial		\$ 219	
8131 Utilities		\$ 1,393	
8161 Education/Conference/Meetings		\$ 739	
8181 Equipment Repair/Rental		\$ 292	
8211 Publications		\$ 25	
8221 Computer/Contract Services		\$ 233	
	Total Supervisor's Office		\$ 2,900
	Total Expense		\$ 232,967
Net Income			\$ 131,011

Town of the City of Bloomington--General Town Administration Fund

Year to Date Budget Comparison

		FY2023			
		<u>Aug-22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income					
Revenue					
7000 Interest	\$	10,298	\$ 3,000	\$ 7,298	343.3%
7400 Other Income	\$	7,213	\$ 30,000	\$ (22,787)	24.0%
Other Income: Grants	\$	-	\$ 25,000	\$ (25,000)	0.0%
Other Income: TWP IGAs	\$	715	\$ 1,000	\$ (285)	71.5%
7450 Township Litigation Income	\$	-	\$ 25	\$ (25)	0.0%
7600 Personal Property Replacement Tax	\$	248,196	\$ 90,000	\$ 158,196	275.8%
7800 Tax Levy	\$	1,209,329	\$ 1,645,000	\$ (435,671)	73.5%
Total Revenue	\$	1,475,751	\$ 1,794,025	\$ (318,274)	82.3%
Total Income	\$	1,475,751	\$ 1,794,025	\$ (318,274)	82.3%
Expense					
Assessor's Office					
9141 Rent/Debt Service	\$	-	\$ 21,544	\$ (21,544)	0.0%
9151 Auto Expense	\$	2,540	\$ 3,000	\$ (460)	84.7%
9161 Telephone	\$	919	\$ 3,000	\$ (2,081)	30.6%
9171 Utilities	\$	2,152	\$ 5,800	\$ (3,648)	37.1%
9191 Postage	\$	-	\$ 300	\$ (300)	0.0%
9201 Office Supplies	\$	30	\$ 2,000	\$ (1,970)	1.5%
9211 Publications & Printing	\$	30	\$ 500	\$ (470)	6.0%
9231 Equipment	\$	-	\$ 6,000	\$ (6,000)	0.0%
9241 Equipment Repair/Rental	\$	-	\$ 1,500	\$ (1,500)	0.0%
9251 Education/Meetings/Conferences	\$	7,500	\$ 9,000	\$ (1,500)	83.3%
9261 Replatting & Remapping	\$	-	\$ 9,000	\$ (9,000)	0.0%
9271 Appraisal Services	\$	5,920	\$ 34,000	\$ (28,080)	17.4%
9291 Janitorial	\$	875	\$ 2,000	\$ (1,125)	43.8%
9301 Computer Services	\$	1,479	\$ 20,000	\$ (18,521)	7.4%
9311 Mapping/GIS Services	\$	-	\$ 30,000	\$ (30,000)	0.0%
9312 Membership Dues/Assessor's Staff	\$	153	\$ 2,500	\$ (2,347)	6.1%
Total Assessor's Office	\$	21,598	\$ 150,144	\$ (128,546)	14.4%
Community Agency Funding					
1022 Community Emergency Response Program (CERP)	\$	-	\$ 250,000	\$ (250,000)	0.0%
1023 Community Medical	\$	-	\$ 25,000	\$ (25,000)	0.0%
1025 GA Workfare Development/Client Services	\$	17,912	\$ 50,000	\$ (32,088)	35.8%
1026 Youth Services	\$	-	\$ 35,000	\$ (35,000)	0.0%
1027 Senior Services	\$	-	\$ 80,000	\$ (80,000)	0.0%
Total Community Agency Funding	\$	17,912	\$ 440,000	\$ (422,088)	4.1%
Compensation & Benefits					
7011 TWP Supervisor	\$	39,167	\$ 94,000	\$ (54,833)	41.7%
7021 TWP Assessor	\$	40,000	\$ 96,000	\$ (56,000)	41.7%
7031 Town Clerk	\$	1,000	\$ 2,500	\$ (1,500)	40.0%
7041 Town Trustees	\$	540	\$ 2,800	\$ (2,260)	19.3%
7051 General Assistance Staff	\$	134,918	\$ 385,000	\$ (250,082)	35.0%
7061 Deputy Assessors	\$	132,486	\$ 404,000	\$ (271,514)	32.8%
7081 IMRF/Employer (2022 = 9.38%)	\$	31,193	\$ 123,844	\$ (92,651)	25.2%
7091 FICA (SS/MC)/Employer	\$	24,935	\$ 75,299	\$ (50,364)	33.1%
7101 Group Medical/Employer	\$	46,427	\$ 150,000	\$ (103,573)	31.0%
7111 State Unemployment/Employer	\$	254	\$ 2,500	\$ (2,246)	10.2%
Total Compensation & Benefits	\$	450,918	\$ 1,335,943	\$ (885,025)	33.8%

Town of the City of Bloomington--General Town Administration Fund

Year to Date Budget Comparison (cont.)

		FY2023			
Services & Expenses		<u>Aug-22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
1028 Membership Dues	\$	1,689	\$ 2,000	\$ (311)	84.4%
1029 Auditing Expense	\$	-	\$ 8,000	\$ (8,000)	0.0%
1030 Legal Expense	\$	152	\$ 12,000	\$ (11,848)	1.3%
1034 Insurance	\$	11,647	\$ 15,000	\$ (3,353)	77.6%
1035 Publishing	\$	-	\$ 2,000	\$ (2,000)	0.0%
1038 Other Expenditures	\$	817	\$ 4,000	\$ (3,183)	20.4%
1039 Debt Service: Principle & Interest	\$	-	\$ 20,000	\$ (20,000)	0.0%
1040 Building Maintenance	\$	1,746	\$ 25,000	\$ (23,254)	7.0%
1042 Janitorial Services & Supplies	\$	1,531	\$ 20,000	\$ (18,469)	7.7%
1043 Building Security	\$	-	\$ 3,500	\$ (3,500)	0.0%
1044 Building Repairs	\$	126,852	\$ 135,220	\$ (8,368)	93.8%
1045 Special Projects	\$	13,389	\$ 60,000	\$ (46,611)	22.3%
Total Services & Expenses		\$ 157,823	\$ 306,720	\$ (148,897)	51.5%
Capital Fund Reserve					
Township Building Improvements	\$	-	\$ 409,729	\$ (409,729)	0.0%
Program Facility	\$	-	\$ 1	\$ (1)	0.0%
Total Capital Fund Reserve		\$ -	\$ 409,730	\$ (409,730)	0.0%
Supervisor's Office					
8091 Postage	\$	-	\$ 4,500	\$ (4,500)	0.0%
8101 Rent/Debt Service	\$	-	\$ 40,000	\$ (40,000)	0.0%
8121 Janitorial	\$	1,094	\$ 6,000	\$ (4,906)	18.2%
8131 Utilities	\$	3,228	\$ 10,000	\$ (6,772)	32.3%
8141 Telephones	\$	1,594	\$ 5,000	\$ (3,406)	31.9%
8151 Car Expense	\$	203	\$ 4,000	\$ (3,797)	5.1%
8161 Education/Conference/Meetings	\$	1,684	\$ 3,500	\$ (1,816)	48.1%
8171 Equipment	\$	-	\$ 5,000	\$ (5,000)	0.0%
8181 Equipment Repair/Rental	\$	1,372	\$ 8,000	\$ (6,628)	17.1%
8191 Office Supplies	\$	71	\$ 6,000	\$ (5,929)	1.2%
8201 Printing	\$	-	\$ 3,000	\$ (3,000)	0.0%
8211 Publications	\$	115	\$ 1,000	\$ (885)	11.5%
8221 Computer/Contract Services	\$	457	\$ 20,000	\$ (19,543)	2.3%
8241 Membership Dues	\$	40	\$ 450	\$ (410)	8.9%
Total Supervisor's Office		\$ 9,857	\$ 116,450	\$ (106,593)	8.5%
Emergency Transfer of Funds					
9000 GT Funds Transferred to GA Fund	\$	-	\$ 200,000	\$ (200,000)	0.0%
Total Emergency Transfer of Funds		\$ -	\$ 200,000	\$ (200,000)	0.0%
Total Expense		\$ 658,109	\$ 2,958,987	\$ (2,300,878)	22.2%
Net Income		\$ 817,642	\$ (1,164,962)	\$ 1,982,604	

Town of the City of Bloomington--General Town Administration Fund

		Checking Account Activity		
<u>Date</u>	<u>Number</u>	<u>Name</u>	<u>Amount</u>	
0502 - Prairie State Bank & Trust (53)				
08/03/2022	9504	Soaring Eagle Cleaning Services LLC	-700.00	
08/03/2022	9505	Ameren Illinois	-932.23	
08/03/2022	9506	City of Bloomington Water Dept	-180.93	
08/03/2022	9507	NICOR Gas	-87.76	
08/03/2022	9508	CDS Office Technologies	-96.80	
08/03/2022	9509	Coldwell Banker, Honig-Bell	-100.00	
08/03/2022	9510	Bowman, Danny	-420.00	
08/03/2022	9511	Maruna, Thomas O	-110.00	
08/03/2022	9512	Skillrud, D L	-24.95	
08/03/2022	9513	Stark Excavating Inc	-126,851.68	
08/04/2022	EFT	EFT-Valutec Card Solutions	-57.72	
08/05/2022	Transfer	Prairie State Bank & Trust	200,000.00	
08/09/2022	9514	Town of the City of Bloomington - CEM	-2,464.85	
08/09/2022	9515	Town of the City of Bloomington - GA	-973.39	
08/15/2022	20220815	EFT-Payroll	-24,529.33	
08/15/2022	80731546	EFT-Federal Tax Deposit	-8,387.68	
08/15/2022	1168941648	EFT-IL Tax Deposit	-1,535.04	
08/15/2022	EFT	Prairie State Bank & Trust	-608.77	
08/15/2022	EFT	TASC (Total Administrative Services Corp)	-391.65	
08/16/2022	3275	Bloomington Township	35.00	
08/16/2022	9516	Ace Industrial Properties Inc dba 1900E C	-1,000.00	
08/16/2022	9517	Davis, C A (Hadden)	-8.49	
08/16/2022	9518	VISA (DLS)	-1,074.04	
08/16/2022	9519	Huck's/WEX Bank	-54.89	
08/16/2022	9520	CloudPoint Geospatial	-6,500.00	
08/16/2022	9521	CDS Leasing	-195.00	
08/16/2022	9522	Hermes Service & Sales Inc	-332.00	
08/17/2022	1477	Joyce., Terri	339.31	
08/22/2022	20220822	EFT-Payroll	-3,134.30	
08/22/2022	82876046	EFT-Federal Tax Deposit	-1,424.98	
08/22/2022	1493316176	EFT-IL Tax Deposit	-213.74	
08/23/2022	9523	Curtiss, Jennifer	-18.94	
08/23/2022	9524	U-Haul	-196.80	
08/23/2022	9525	City of Bloomington Water Dept	-240.09	
08/23/2022	9526	Township Perspective	-25.00	
08/23/2022	9527	McLean County Treasurer	-100.00	
08/30/2022	42337	Town of the City of Bloomington - CEM	8,851.46	
08/30/2022	9528	NCPERS Group Life Ins	-80.00	
08/30/2022	9529	City of Bloomington Health Insurance	-16,611.83	
08/30/2022	9530	Ameren Illinois	-880.90	
08/30/2022	9531	American Pest Control Inc	-37.00	
08/30/2022	9532	TOI; Township Officials of IL	-175.00	
08/30/2022	102810415	U-Haul	61.55	
08/30/2022	9533	U-Haul	-61.55	
08/31/2022	09978232979	IMRF - Illinois Municipal Retirement Fund	1,341.84	
08/31/2022	5533	Dawson TWP	35.00	
08/31/2022	20220831	EFT-Payroll	-19,798.01	
08/31/2022	34191967	EFT-Federal Tax Deposit	-6,368.86	
08/31/2022	0909353552	EFT-IL Tax Deposit	-1,257.65	
08/31/2022	EFT	Prairie State Bank & Trust	-469.18	
08/31/2022	EFT	TASC (Total Administrative Services Corp)	-391.65	
08/31/2022	41873	EFT-IMRF	-16,215.16	
08/31/2022	Credit	Interest	18.36	
Total			-34,635.32	

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STATEMENT OF FUNDS--SUPERVISOR

ALL ACCOUNTS
McLEAN COUNTY, BLOOMINGTON, ILLINOIS

STATE OF ILLINOIS)

)SS

Town of the City of Bloomington

COUNTY OF McLEAN)

OFFICE OF THE TOWN SUPERVISOR--GENERAL ASSISTANCE FUND

The following is a statement by DEBORAH L. SKILLRUD, SUPERVISOR of the TOWN OF THE CITY OF BLOOMINGTON in the County and State aforesaid, of the amount of public funds received and expended by her during the period just closed, ending on the **31st day of August 2022**, showing the amount of public funds on hand at the commencement of said period, the amount of public funds received and from what source received, and the amount of public funds expended and for what purpose expended during said period ending as aforesaid.

The said DEBORAH L. SKILLRUD, being duly sworn, doth depose and say that the following statement by her subscribed is a correct statement of the amount of public funds on hand at the commencement of the period above stated, the amount of public funds received and the sources from which received, and the amount expended and the purpose for which expended as set forth in said statement.

Subscribed and sworn to before me this **26th day of September 2022**.

Supervisor of the Town of the City of Bloomington, McLean County,
Illinois.

Notary Public

This **26th day of September 2022**.

WE, the undersigned BOARD OF TRUSTEES of the TOWN OF THE CITY OF BLOOMINGTON, do hereby certify that we have this day examined the foregoing and annexed account of DEBORAH L. SKILLRUD, SUPERVISOR of GENERAL ASSISTANCE FUND, and find the same in all respects true and correct and that there appears to be a balance of **\$37,042.06** in PRAIRIE STATE BANK & TRUST (00) in BLOOMINGTON, McLEAN COUNTY, ILLINOIS, and a balance of **\$588,504.40** in PRAIRIE STATE BANK & TRUST (19) in BLOOMINGTON, McLEAN COUNTY, ILLINOIS, constituting the GENERAL ASSISTANCE FUND of said TOWN.

WARD 1: Grant C Walch

WARD 6: De Urban

WARD 2: Donna Boelen

WARD 7: Mary "Mollie" Ward

WARD 3: Sheila Montney

WARD 8: Jeff Crabill

WARD 4: Julie Emig

WARD 9: Tom Crumpler

WARD 5: Nick Becker

Trustee Mboka Mwilambwe

Board of Trustees of the Town of the City of Bloomington, McLean
County, Illinois

I, the TOWN CLERK of the Town of the City of Bloomington, McLean County, Illinois, do hereby attest that the payouts certified and submitted by the TOWNSHIP SUPERVISOR have been made from the Township Treasury AND do hereby certify that the above actions taken by the BOARD OF TRUSTEES of the Town of the City of Bloomington, have approved the Statement of Funds at a regularly constituted meeting of the TOWNSHIP BOARD. I shall retain a copy of this documentation and shall forward the same to the TOWNSHIP SUPERVISOR.

Town Clerk

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Town of the City of Bloomington--General Assistance Fund

Month of: AUGUST

Public Funds at Commencement

Cash: Prairie State Bank & Trust (00) Checking Balance	\$	67,939	
Investments: Prairie State Bank & Trust (19)	\$	545,782	
Public Funds at Commencement			\$ 613,722

Public Funds Received This Month

Interest: Prairie State Bank (00)	\$	10	
Interest: Prairie State Bank (19)	\$	84	
Personal Property Replacement Tax	\$	973	
Tax Levy	\$	42,638	
Public Funds Received This Month			\$ 43,705
Public Funds Available			\$ 657,427

Public Funds Expended This Month

	\$	31,880
TOTAL Public Funds at Month End	\$	625,546

Public Funds at Month End

Cash: Prairie State Bank & Trust (00) Checking Balance	\$	37,042	
Investments: Prairie State Bank & Trust (19)	\$	588,504	
TOTAL Public Funds at Month End	\$	625,546	

Checking Account Activity

Checkbook Balance at Commencement	\$	67,939	
Deposits:			
Interest: Prairie State Bank & Trust (00)	\$	10	
Personal Property Replacement Tax	\$	973	
Total Deposits for Month		\$ 983	
Total Funds Available			\$ 68,922
Checks Written: General Assistance			\$ 31,880
Checkbook Balance at Month End			\$ 37,042

Prairie State Bank & Trust (00) Reconciliation at Month End

Balance per Bank Statement	\$	46,467	
Plus Outstanding Deposits	\$	50	
Less Outstanding Checks	\$	(9,474)	
Checkbook Balance per Reconciliation	\$	37,042	

Town of the City of Bloomington--General Assistance Fund

Statement of Receipts and Disbursements

Aug-22

Revenue			
7000 Interest	\$	94	
7600 Personal Property Replacement Tax	\$	973	
7800 Tax Levy	\$	42,638	
Total Revenue		\$	43,705
Total Income		\$	43,705
Expense: CW			
6011 Groceries/Personal Essentials	\$	4,565	
6021 Rent	\$	6,283	
6051 Utilities	\$	648	
6071 Emergency Assistance	\$	20,099	
6101 Transportation	\$	6	
6121 Allowances	\$	280	
Total CW		\$	31,880
Total Expense		\$	31,880
Net Income		\$	11,825

Town of the City of Bloomington--General Assistance Fund

Year to Date Budget Comparison

Income		<u>Aug-22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Revenue					
7000 Interest		\$ 416	\$ 1,000	\$ (584)	41.6%
7400 Other Income		\$ -	\$ 10	\$ (10)	0.0%
7600 Personal Property Replacement Tax		\$ 30,186	\$ 12,000	\$ 18,186	251.5%
7700 Refunds & Recoveries		\$ 14,896	\$ 30,000	\$ (15,104)	49.7%
7800 Tax Levy		\$ 147,078	\$ 200,000	\$ (52,922)	73.5%
7900 GT Fund Transferred to GA Fund		\$ -	\$ 200,000	\$ (200,000)	0.0%
Total Revenue		\$ 192,576	\$ 443,010	\$ (250,434)	43.5%
Total Income		\$ 192,576	\$ 443,010	\$ (250,434)	43.5%
Expense					
CW					
6011 Groceries/Personal Essentials		\$ 22,372	\$ 78,000	\$ (55,628)	28.7%
6021 Rent		\$ 31,276	\$ 200,000	\$ (168,724)	15.6%
6051 Utilities		\$ 1,630	\$ 50,000	\$ (48,370)	3.3%
6061 Medical		\$ -	\$ 20,000	\$ (20,000)	0.0%
6071 Emergency Assistance		\$ 46,953	\$ 200,000	\$ (153,047)	23.5%
6081 Hospital		\$ -	\$ 10,000	\$ (10,000)	0.0%
6091 Funeral/Burial		\$ 2,056	\$ 6,000	\$ (3,944)	34.3%
6101 Transportation		\$ 66	\$ 40,000	\$ (39,934)	0.2%
6121 Allowances		\$ 900	\$ 10,000	\$ (9,100)	9.0%
Total CW Expense		\$ 105,253	\$ 614,000	\$ (508,747)	17.1%
Total Expense		\$ 105,253	\$ 614,000	\$ (508,747)	17.1%
Net Income		\$ 87,323	\$ (170,990)	\$ 258,313	

Town of the City of Bloomington--General Assistance Fund

Checking Account Activity				
Date	Number	Name	Amount	
0501 - Prairie State Bank & Trust (00)				
08/02/2022	36856	Aguilar, Mitchell	-345.00	
08/02/2022	36857	BHA; Blmgtn Housing Authority (rent)	-106.00	
08/02/2022	36858	BLOOMNORM LLC	-625.00	
08/02/2022	36859	Coontz, Herbert W& IvaJ, IrrevocableTrust	-313.00	
08/02/2022	36860	Karasen, Cihan	-345.00	
08/02/2022	36861	Mayor's Manor LTD Partnership (rent)	-104.00	
08/02/2022	36862	Moore Enterprises dba Grandview Estates	-240.35	
08/02/2022	36863	Thrasher, Raymond E	-200.00	
08/02/2022	36864	Ameren Illinois	-586.13	
08/02/2022	36865VOID	BHA; Blmgtn Housing Authority (laundry)	0.00	
08/02/2022	36866	Mayor's Manor LTD Partnership (laundry)	-10.00	
08/02/2022	36867	BHA; Blmgtn Housing Authority (laundry)	-70.00	
08/05/2022	EFT	EFT-Kroger via Valutec	-4,565.09	
08/09/2022	36868	Ameren Illinois	-1,481.75	
08/09/2022	36869	City of Bloomington Water Department	-1,299.12	
08/09/2022	36870	Clothier Land Trust H-187 %Willow Creek	-1,053.03	
08/09/2022	36871	Lakewood B LLC dba Lakewood Terrace Apts	-345.00	
08/09/2022	36872	MCLT #H-299 %Young America Realty	-940.00	
08/09/2022	36873	Miller Trust, Annetta O dba Miller Prop	-345.00	
08/09/2022	36874	Traditions Harmony Housing LLC	-1,579.35	
08/09/2022	36875	Econ-O-Wash Cleaners/Wilson & Wilson Ent	-25.00	
08/09/2022	36876	NICOR Gas	-588.77	
08/10/2022	9515	EFT-Personal Property Replacement Tax	973.39	
08/16/2022	36877	GMTK Management LLC	-345.00	
08/16/2022	36878	Ameren Illinois	-433.09	
08/16/2022	36879	Jessen, Chad & Micha dba Red Rock Prop	-345.00	
08/16/2022	36880	BHA; Blmgtn Housing Authority (laundry)	-25.00	
08/16/2022	36881	BHA; Blmgtn Housing Authority (rent)	-103.00	
08/16/2022	36882	Mayor's Manor LTD Partnership (laundry)	-45.00	
08/16/2022	36883	Illini Home Buyers of Bloomington LLC	-1,138.00	
08/16/2022	36884	MIMG LII Arbors at Eastland LLC	-690.00	
08/16/2022	36885	Sayed, Yousuf dba Sun Down Express LLC	-690.00	
08/16/2022	36886	MJM Partnership LLC %Class Act Realty	-910.00	
08/16/2022	36887	VISA ...0684 (COBT)	-55.98	
08/23/2022	36888	Lincoln Towers %Mid-Northern Group	-97.00	
08/23/2022	36889	Traditions Harmony Housing LLC	-1,242.00	
08/23/2022	36890	Brady, Edward P %Brady Property Mgmt	-300.00	
08/23/2022	36891	Crosier, Leatha	-345.00	
08/23/2022	36892	Ameren Illinois	-74.00	
08/23/2022	36893	BHA; Blmgtn Housing Authority (laundry)	-45.00	
08/23/2022	36894	BHA; Blmgtn Housing Authority (rent)	-231.00	
08/23/2022	36895	Mayor's Manor LTD Partnership (laundry)	-35.00	
08/23/2022	36896	Mayor's Manor LTD Partnership (rent)	-104.00	
08/23/2022	36897	Highland B LLC	-1,100.00	
08/23/2022	36898	Hillcrest Mobile Manor LLC	-690.00	
08/23/2022	36899	Hilltop Mobile Home SALES	-345.00	
08/23/2022	36900	Lakewood B LLC dba Lakewood Terrace Apts	-345.00	
08/23/2022	36901	Winterroth, Stan %Redbird Property Mgmt	-549.23	
08/23/2022	36902	Apartment Investors XXII LP	-690.00	
08/30/2022	36903	Ameren Illinois	-1,080.48	
08/30/2022	36904	Brown, Caire E	-113.11	
08/30/2022	36905	BHA; Blmgtn Housing Authority (laundry)	-25.00	
08/30/2022	36906	BHA; Blmgtn Housing Authority (rent)	-106.00	
08/30/2022	36907	City of Bloomington Water Department	-76.87	
08/30/2022	36908	NICOR Gas	-42.95	
08/30/2022	36909	All Seasons Properties	-2,502.00	
08/30/2022	36910	Coontz, Herbert W& IvaJ, IrrevocableTrust	-345.00	
08/30/2022	36911	H2R Equities %Core 3	-1,300.00	
08/30/2022	36912	Traver, Vera A & William S	-200.00	
08/31/2022	1178	Churches Community Care Fund	50.00	
08/31/2022	Credit	Interest	9.54	
			-30,897.37	

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STATEMENT OF FUNDS--SUPERVISOR

ALL ACCOUNTS
McLEAN COUNTY, BLOOMINGTON, ILLINOIS

STATE OF ILLINOIS)
COUNTY OF McLEAN)

)SS

Town of the City of Bloomington

OFFICE OF THE TOWN SUPERVISOR--CEMETERY FUND

The following is a statement by DEBORAH L. SKILLRUD, SUPERVISOR of the TOWN OF THE CITY OF BLOOMINGTON in the County and State aforesaid, of the amount of public funds received and expended by her during the period just closed, ending on the **31st day of August 2022**, showing the amount of public funds on hand at the commencement of said period, the amount of public funds received and from what source received, and the amount of public funds expended and for what purpose expended during said period ending as aforesaid.

The said DEBORAH L. SKILLRUD, being duly sworn, doth depose and say that the following statement by her subscribed is a correct statement of the amount of public funds on hand at the commencement of the period above stated, the amount of public funds received and the sources from which received, and the amount expended and the purpose for which expended as set forth in said statement.

Subscribed and sworn to before me this **12th day of September 2022**.

Supervisor of the Town of the City of Bloomington, McLean County,
Illinois.

Notary Public

This **12th day of September 2022**.

WE, the undersigned BOARD OF TRUSTEES of EVERGREEN MEMORIAL CEMETERY, TOWN OF THE CITY OF BLOOMINGTON, do hereby certify that we have this day examined the foregoing and annexed account of DEBORAH L. SKILLRUD, SUPERVISOR of EVERGREEN MEMORIAL CEMETERY FUND, and find the same in all respects true and correct and that there appears to be a balance of **\$109,135.56** at HEARTLAND BANK (7774), BLOOMINGTON, McLEAN COUNTY, ILLINOIS and a balance of **\$872,199.48** at HEARTLAND BANK (7782), BLOOMINGTON, McLEAN COUNTY, ILLINOIS, constituting the EVERGREEN MEMORIAL CEMETERY FUND of said TOWN.

Cemetery Board President:

Joseph B Gibson

Cemetery Board Vice President:

Garrett Thalgott

Secretary/Treasurer for Cemetery Board:

Brad A Williams

Board of Trustees of the Evergreen Memorial Cemetery, Town of the City of
Bloomington, McLean County, Illinois

This **26th day of September 2022**.

WE, the undersigned BOARD OF TRUSTEES of the TOWN OF THE CITY OF BLOOMINGTON, do hereby certify that we have this day examined the foregoing and annexed account of DEBORAH L. SKILLRUD, SUPERVISOR of CEMETERY FUND, and find the same in all respects true and correct.

WARD 1: Grant C Walch

WARD 6: De Urban

WARD 2: Donna Boelen

WARD 7: Mary "Mollie" Ward

WARD 3: Sheila Montney

WARD 8: Jeff Crabill

WARD 4: Julie Emig

WARD 9: Tom Crumpler

WARD 5: Nick Becker

Trustee Mboka Mwilambwe

Board of Trustees of the Town of the City of Bloomington, McLean
County, Illinois

I, the TOWN CLERK of the Town of the City of Bloomington, McLean County, Illinois, do hereby attest that the payouts certified and submitted by the TOWNSHIP SUPERVISOR have been (or will be) made from the Township Treasury AND do hereby certify that the above actions taken by the BOARD OF TRUSTEES of the Town of the City of Bloomington, have approved the Statement of Funds at a regularly constituted meeting of the TOWNSHIP BOARD. I shall retain a copy of this documentation and shall forward the same to the TOWNSHIP SUPERVISOR.

Town Clerk

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Town of the City of Bloomington--Cemetery Fund

Month of: **AUGUST**

Funds at Commencement

Cash: Heartland Bank 7774 (Checking)	\$	159,054	
Cash: Heartland Bank 7782 (Reserve)	\$	764,177	
Trust Account: Heartland Bank 7114 (O/C Trust & GB/S/Mc Trust)	\$	256,678	
Trust Account: Heartland Bank 3189 (Irrevocable Trust) ~ as of 06/30/2022	\$	221,593	
Funds at Commencement			\$ 1,401,502

Public Funds Received This Month

Real Estate Tax Levy	\$	107,970	
Personal Property Replacement Tax	\$	2,465	\$ 110,435
Opening/Closing Fees	\$	10,580	
Sale of Lots	\$	6,750	
Sale of Crypts	\$	10	
Sale of Niches	\$	5,695	
Sales - Other	\$	400	
Interest: Checking/Reserve	\$	54	
Income from Trusts	\$	17	
Inspection Fees	\$	300	\$ 23,806

Total Funds Received This Month

\$ 134,241

Total Funds Available

\$ 1,535,743

Funds Expended This Month

\$ 76,321

TOTAL Funds at Month End

\$ 1,459,423

Funds at Month End

Cash: Heartland Bank 7774 (Checking)	\$	109,136	
Cash: Heartland Bank 7782 (Reserve)	\$	872,199	
Trust Account: Heartland Bank 7114 (O/C Trust & GB/S/Mc Trust)	\$	256,494	
Trust Account: Heartland Bank 3189 (Irrevocable Trust) ~ as of 06/30/2022	\$	221,593	
TOTAL Funds at Month End			\$ 1,459,423

Checking Account Activity

Checkbook Balance at Commencement			\$ 159,054
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Deposits			
Personal Property Replacement Tax	\$	2,465	
Opening/Closing Fees	\$	10,580	
Sale of Lots	\$	6,750	
Sale of Crypts	\$	10	
Sale of Niches	\$	5,695	
Sales - Other	\$	400	
Interest: Checking	\$	2	
Inspection Fees	\$	300	
Prepaid O/C Deposits transferred (to)/from Trust Acct 7114	\$	200	
Total Deposits for Month			\$ 26,402

Total Funds Available

\$ 185,456

Checks Written

Compensation & Benefits	\$	37,301	
Administrative Expenses	\$	5,796	
Cemetery Improvements, Maintenance & Repair	\$	977	
Cemetery Operations	\$	32,246	
Total Checks Written			\$ 76,321

Total Checks Written

\$ 76,321

Checkbook Balance at Month End

\$ 109,136

Bank Reconciliation at Month End

Balance per Bank Statement	\$	120,449	
Less Outstanding Checks	\$	(11,313)	
Checkbook Balance per Reconciliation			\$ 109,136

Town of the City of Bloomington--Cemetery Fund

Statement of Receipts and Disbursements

		<u>Aug-22</u>	
Revenue			
40100 Real Estate Tax Levy	\$	107,970	
41000 Personal Property Replacement Tax	\$	2,465	
42000 Opening/Closing Fee	\$	10,580	
42500 Sale of Lots	\$	6,750	
43000 Sale of Crypts	\$	10	
43100 Sale of Niches	\$	5,695	
44900 Sales - Other	\$	400	
43500 Interest: Checking/Reserve	\$	54	
49000 Income from Trusts	\$	17	
49021 Inspection Fees	\$	300	
Total Revenue			\$ 134,241
Total Income			\$ 134,241
Expense			
Compensation & Benefits			
50101 Wages: Administrative Staff	\$	5,111	
50102 Wages: Cemetery Staff	\$	24,071	
50201 Payroll Taxes	\$	2,122	
50202 IMRF/Employer (2022 = 9.38%)	\$	2,737	
50204 Employee Health Insurance	\$	3,260	
Total Compensation & Benefits			\$ 37,301
Administrative Expenses			
52000 Office Supplies	\$	483	
52500 Utilities	\$	1,922	
54000 Advertising	\$	2,970	
55450 Other Admin Expenses	\$	421	
Total Administrative Expenses			\$ 5,796
Cemetery Improvements, Maintenance & Repair			
57800 Operating Equipment	\$	977	
Total Cemetery Improvements, Maintenance & Repair			\$ 977
Cemetery Operations			
55500 Fuel, Oil and Equipment	\$	425	
56500 Equipment Repairs	\$	582	
56600 Cemetery Supplies & Maintenance	\$	359	
56800 Disposal of Leaves/Branches	\$	210	
57602 Grounds Maintenance/Repair	\$	681	
57603 Road, Fence, Lot, Drains	\$	28,945	
58100 Grave Markers	\$	1,044	
Total Cemetery Operations			\$ 32,246
Total Expense			\$ 76,321
Net Income			\$ 57,921

Town of the City of Bloomington--Cemetery Fund

Year to Date Budget Comparison

Income	<u>Aug-22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Revenue				
40100 Real Estate Tax Levy	\$ 372,438	\$ 506,600	\$ (134,162)	73.5%
41000 Personal Property Replacement Tax	\$ 76,437	\$ 60,000	\$ 16,437	127.4%
42000 Opening/Closing Fee	\$ 45,390	\$ 90,000	\$ (44,610)	50.4%
42100 Marker Commission	\$ 4,010	\$ 9,000	\$ (4,990)	44.6%
42500 Sale of Lots	\$ 25,072	\$ 70,000	\$ (44,928)	35.8%
43000 Sale of Crypts	\$ 120	\$ 10,500	\$ (10,380)	1.1%
43100 Sale of Niches	\$ 10,140	\$ 47,000	\$ (36,860)	21.6%
44700 Sale of Burial Supplies	\$ 10	\$ 500	\$ (490)	2.0%
42400 Sales - Other	\$ 700	\$ 1,700	\$ (1,000)	41.2%
43500 Interest	\$ 248	\$ 600	\$ (352)	41.4%
49000 Income from Trusts	\$ 1,340	\$ 3,000	\$ (1,660)	44.7%
49020 Other Income & Special Events	\$ 6,180	\$ 10,000	\$ (3,820)	61.8%
49021 Inspection Fees	\$ 1,925	\$ 4,000	\$ (2,075)	48.1%
Total Revenue	\$ 544,012	\$ 812,900	\$ (268,888)	66.9%
Total Income	\$ 544,012	\$ 812,900	\$ (268,888)	66.9%
Expense				
Compensation & Benefits				
50101 Wages: Administrative Staff	\$ 25,253	\$ 73,000	\$ (47,747)	34.6%
50102 Wages: Cemetery Staff	\$ 111,882	\$ 255,000	\$ (143,118)	43.9%
50201 Payroll Taxes - FICA	\$ 9,929	\$ 26,000	\$ (16,071)	38.2%
50202 IMRF/Employer (2022 = 9.38%)	\$ 12,717	\$ 40,000	\$ (27,283)	31.8%
50203 IDES - Unemployment Insurance	\$ 2,448	\$ 15,000	\$ (12,552)	16.3%
50204 Employee Health Insurance	\$ 16,740	\$ 60,000	\$ (43,260)	27.9%
50205/50206 Other Payroll Expenses	\$ 47	\$ 500	\$ (453)	9.5%
Total Compensation & Benefits	\$ 179,016	\$ 469,500	\$ (290,484)	38.1%
Administrative Expenses				
51100 Casualty Insurance	\$ 21,630	\$ 21,500	\$ 130	100.6%
51500 Contractual Services	\$ 3,596	\$ 15,000	\$ (11,404)	24.0%
52000 Office Supplies	\$ 768	\$ 4,000	\$ (3,232)	19.2%
52500 Utilities	\$ 6,015	\$ 17,500	\$ (11,485)	34.4%
54000 Advertising	\$ 2,970	\$ 3,000	\$ (30)	99.0%
54500 Dues/Seminars	\$ -	\$ 600	\$ (600)	0.0%
55500 Legal Expense	\$ -	\$ 600	\$ (600)	0.0%
55100 Audit Expense	\$ -	\$ 7,500	\$ (7,500)	0.0%
55200 Financial Administration	\$ -	\$ 12,200	\$ (12,200)	0.0%
55400 Special Event Expenses	\$ 5,172	\$ 8,000	\$ (2,828)	64.6%
55450 Other Admin Expenses	\$ 2,354	\$ 5,000	\$ (2,646)	47.1%
57900 Office Equipment	\$ -	\$ 1,000	\$ (1,000)	0.0%
Total Administrative Expenses	\$ 42,505	\$ 95,900	\$ (53,396)	44.3%
Cemetery Improvements, Maintenance & Repairs				
57601 Flags & Flag Poles	\$ 5,318	\$ 10,000	\$ (4,682)	53.2%
57800 Operating Equipment	\$ 977	\$ 78,000	\$ (77,023)	1.3%
58400 Scattering Grounds/Ossuary	\$ -	\$ 2,000	\$ (2,000)	0.0%
Total Cemetery Improvements, Maintenance & Repairs	\$ 6,295	\$ 90,000	\$ (83,705)	7.0%

Town of the City of Bloomington--Cemetery Fund

Year to Date Budget Comparison (cont.)

	<u>Aug-22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Cemetery Operations				
55500 Fuel, Oil & Equipment	\$ 5,365	\$ 10,000	\$ (4,635)	53.7%
56000 Tree Removal/Monument Repair	\$ -	\$ 24,000	\$ (24,000)	0.0%
56500 Equipment Repairs	\$ 1,390	\$ 6,000	\$ (4,610)	23.2%
56600 Cemetery Supplies & Maintenance	\$ 2,003	\$ 20,000	\$ (17,997)	10.0%
56700 Rental Equipment & Leasing	\$ 432	\$ 4,000	\$ (3,568)	10.8%
56800 Removal of Leaves/Branches	\$ 730	\$ 4,000	\$ (3,270)	18.3%
57000 Office Repairs & Maintenance	\$ 4,800	\$ 1,000	\$ 3,800	480.0%
57602 Grounds Maintenance/Repairs	\$ 4,699	\$ 25,000	\$ (20,301)	18.8%
57603 Road, Fence, Lot, Drains	\$ 31,725	\$ 40,000	\$ (8,275)	79.3%
57700 Equipment Building	\$ -	\$ 2,000	\$ (2,000)	0.0%
58100 Grave Markers	\$ 4,371	\$ 15,000	\$ (10,629)	29.1%
59900 Other Cemetery Expenses	\$ -	\$ 1,000	\$ (1,000)	0.0%
Total Cemetery Operations	\$ 55,517	\$ 152,000	\$ (96,483)	36.5%
Total Expense	\$ 283,332	\$ 807,400	\$ (524,068)	35.1%
Net Income	\$ 260,679	\$ 5,500	\$ 255,179	

Town of the City of Bloomington--Cemetery Fund

Date	Number	Checking Account Activity		Amount
		Name		
10500 Heartland (7774)				
08/01/2022	Deposit	HBT - Heartland Bank & Trust		125.72
08/02/2022	Deposit	HBT - Heartland Bank & Trust		58.10
08/02/2022	42320	Evergreen FS Inc		-424.63
08/03/2022	Deposit	HBT - Heartland Bank & Trust		413.60
08/03/2022	42321	Ameren Illinois		-390.53
08/03/2022	42322	COMCAST Business		-207.10
08/03/2022	42323	NICOR Gas		-102.22
08/03/2022	42324	McLean County Asphalt Co Inc		-28,945.39
08/04/2022	Deposit	HBT - Heartland Bank & Trust		144.30
08/05/2022	Deposit	HBT - Heartland Bank & Trust		96.35
08/05/2022	Deposit	HBT - Heartland Bank & Trust		4,830.00
08/09/2022	42325	Dave Capodice Excavating Inc		-698.32
08/09/2022	42326	Morris Avenue Garage		-70.00
08/09/2022	42327	Midwest Equipment II		-73.07
08/09/2022	42328	Nord Outdoor Power		-1,027.12
08/09/2022	42329	RP Lumber Company Inc		-17.99
08/10/2022	0810222474	Walters, William & Karen		200.00
08/11/2022	Deposit	HBT - Heartland Bank & Trust		96.35
08/12/2022	Deposit	HBT - Heartland Bank & Trust		6,789.85
08/12/2022	Deposit	HBT - Heartland Bank & Trust		96.35
08/15/2022	Deposit	HBT - Heartland Bank & Trust		9.50
08/15/2022	20220815	Payroll Direct Deposit		-10,054.93
08/15/2022	94087685	EFTPS - IRS		-2,949.78
08/15/2022	0962110032	IL Dept of Revenue		-616.45
08/16/2022	Deposit	HBT - Heartland Bank & Trust		578.85
08/18/2022	Deposit	HBT - Heartland Bank & Trust		358.97
08/22/2022	Deposit	HBT - Heartland Bank & Trust		96.70
08/23/2022	42330	City of Bloomington Water Dept		-543.65
08/23/2022	42331	VISA BMCU...1484		-758.50
08/23/2022	42332	Cumulus Broadcasting		-2,970.00
08/23/2022	42333	Kaeb Sanitary Supply Inc		-483.06
08/23/2022	42334	Pontiac Granite Co Inc		-500.00
08/23/2022	42335	Nord Outdoor Power		-10.08
08/25/2022	Deposit	HBT - Heartland Bank & Trust		730.00
08/26/2022	Deposit	HBT - Heartland Bank & Trust		5,064.70
08/29/2022	Deposit	HBT - Heartland Bank & Trust		433.95
08/30/2022	Deposit	HBT - Heartland Bank & Trust		96.35
08/30/2022	42336	CNH Capital		-345.30
08/30/2022	42337	City of Bloomington TWP - Reimburse		-8,851.46
08/30/2022	42338	COMCAST Business		-207.10
08/31/2022	Deposit	HBT - Heartland Bank & Trust		5,950.00
08/31/2022	20220831	Payroll Direct Deposit		-10,899.81
08/31/2022	32824844	EFTPS - IRS		-3,256.92
08/31/2022	0908077648	IL Dept of Revenue		-671.82
08/31/2022	42339	ColdSpring Memorial Group		-543.60
08/31/2022	42340	Ameren Illinois		-367.30
08/31/2022	42341	NICOR Gas		-104.16
08/31/2022	Credit	Interest		2.26
Total				-49,918.39

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CERTIFICATE FOR PAYMENT OF ACCOUNTS

CEMETERY FUND ACCOUNTS
McLEAN COUNTY, BLOOMINGTON, ILLINOIS

STATE OF ILLINOIS)

)SS

Town of the City of Bloomington

COUNTY OF McLEAN)

OFFICE OF THE TOWN SUPERVISOR--CEMETERY FUND ACCOUNTS

I, the CEMETERY MANAGER of EVERGREEN MEMORIAL CEMETERY, a component unit of the Town of the City of Bloomington, McLean County, Illinois, do hereby attest that the payouts certified and submitted to the CEMETERY BOARD OF TRUSTEES of EVERGREEN MEMORIAL CEMETERY, a component unit of the Town of the City of Bloomington, have passed this Motion at a regularly constituted Meeting of the CEMETERY BOARD. I shall retain a copy of this documentation and shall forward the same to the Township Supervisor for payment within twenty (20) days after presentation of this Certificate to the Town Supervisor.

Misty Porter, Cemetery Manager

That attached hereto as Exhibit "A" are requests for payment of various bills that have become due since the last meeting of the Cemetery Board of Trustees. These amounts include billings that have been received from **August 9, 2022 through September 12, 2022.**

That said DEBORAH L. SKILLRUD, being duly sworn, doth depose and say that the following bills are correct, reasonable and unpaid and should receive the approval of the Cemetery Board of Trustees.

Subscribed and sworn to before me this **12th day of September 2022.**

Supervisor of the Town of the City of Bloomington, McLean County, Illinois.

Notary Public

This **12th day of September 2022.**

WE, the undersigned CEMETERY BOARD OF TRUSTEES, do hereby authorize payment of the bills attached hereto as Exhibit "A". We have examined the foregoing proposed claims and find the same in all respects true and correct and that there is a verified statement from the Township Supervisor indicating that these amounts should be paid and that the CEMETERY BOARD OF TRUSTEES of the Town of the City of Bloomington, at a regularly constituted Meeting and by Motion agreed to by majority of the members of the CEMETERY BOARD OF TRUSTEES, said amounts shall be paid in accordance with 60 ILCS 1/80-50.

Cemetery Board President:

Joseph B Gibson

Secretary/Treasurer for Cemetery Board:

Brad A Williams

Cemetery Board Vice President:

Garrett Thalgott

Board of Trustees of the Evergreen Memorial Cemetery, Town of the City of Bloomington, McLean County, Illinois

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CEMETERY FUND: Exhibit "A" - REQUEST FOR PAYMENT: September 12, 2022 Meeting

ACCT	VENDORS	DESCRIPTION	Date Due	Amount
56600	A+ Painting & Drywall/Certa Pro/Others	Shop exterior painted (estimated)	9/30/22	\$6,000.00
56500	Airgas Store/VISA	Welding tanks refill (estimated)	9/30/22	\$100.00
52000	Amazon/VISA/Others	Office supplies (estimated)	9/30/22	\$60.00
55400	Cadillac Jack's/VISA	Special Event:Cemetery Walk/Employee lunch (estimated)	9/30/22	\$150.00
56500	CNH Capital/Birkey's /VISA	Bucket (estimated)	9/30/22	\$2,200.00
56600	Diamond Vogel/VISA	Caution paint (estimated)	9/30/22	\$100.00
55400	Dollar General/VISA	Special Event:Cemetery Walk/Ice (estimated)	9/30/22	\$15.00
56600	Farm & Fleet/VISA	Post hole digger (estimated)	9/30/22	\$100.00
57602	Growing Grounds/VISA	Straw, mulch, trees (estimated)	9/30/22	\$3,000.00
55400	Illinois Portable Toilets/VISA	Special Event:Cemetery Walk/Portable restrooms (estimated)	9/30/22	\$450.00
56500	Interstate ALL-Battery Center/VISA	Battery test (estimated)	9/30/22	\$70.00
59900	Joos Fabrication/VISA	Steel signs for exterior building identification numbers	9/30/22	\$500.00
52000	Kaeb Janitorial Supplies/VISA	Towel Dispenser (estimated)	9/30/22	\$40.00
55450	Labor Law Center/VISA/COBT/Others	Labor Law posters (estimated)	9/30/22	\$20.00
57602	Lowe's/Menards/Amazon/Others/VISA	Paint and sand paper (estimated)	9/30/22	\$220.00
57602	Menards/Lowe's/VISA	Batteries for Emergency Exit signs (estimated)	9/30/22	\$13.00
57602	Midwest Construction Rental/VISA	Boom & Stump grinder rental (estimated)	9/30/22	\$2,000.00
56500	Midwest Equipment/VISA	Part for mower (estimated)	9/30/22	\$31.00
56500	Nord Outdoor Power Equipment/VISA	Equipment repairs and maintenance (estimated)	9/30/22	\$320.00
54000	Pantagraph-Lee Industries-Central IL/VISA	Advertising: RFP (estimated)	9/30/22	\$150.00
56500	RP Lumber Company Inc/VISA	Equipment repairs (estimated)	9/30/22	\$10.00
56600	RP Lumber Company Inc/VISA	Supplies (estimated)	9/30/22	\$60.00
55450	Sam's Club/VISA	Breakroom supplies (estimated)	9/30/22	\$200.00
56700	Weaver's Rent-All/Event Experience/VISA	Equipment rental (estimated)	9/30/22	\$150.00
SubTotal: VENDOR Payments				\$15,959.00
TOTAL: Requests for Payments				\$15,959.00

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CERTIFICATE FOR PAYMENT OF ACCOUNTS--SUPERVISOR

ALL ACCOUNTS
McLEAN COUNTY, BLOOMINGTON, ILLINOIS

STATE OF ILLINOIS)

)SS

Town of the City of Bloomington

COUNTY OF McLEAN)

OFFICE OF THE TOWN SUPERVISOR--ALL ACCOUNTS

That attached hereto as Exhibit "A" are requests for payment of various bills that have become due since the last meeting of the Board of Trustees. These amounts include billings that have been received from **August 23, 2022, to September 26, 2022.**

That said DEBORAH L. SKILLRUD, being duly sworn, doth depose and say that the following bills are correct, reasonable and unpaid and should receive the approval of the Board of Trustees.

Subscribed and sworn to before me this **26th day of September 2022.**

Supervisor of the Town of the City of Bloomington, McLean County,
Illinois.

Notary Public

This **26th day of September 2022.**

WE, the undersigned BOARD OF TRUSTEES, do hereby authorize payment of the bills attached hereto as Exhibit "A". We have examined the foregoing proposed claims and find the same in all respects true and correct and that there is a verified statement from the Supervisor indicating that these amounts should be paid and that the BOARD OF TRUSTEES of the Town of the City of Bloomington, at a regularly constituted meeting of the BOARD OF TRUSTEES and by Motion agreed to by majority of the members of the TOWNSHIP BOARD, said amounts shall be paid in accordance with 60 ILCS 1/80-50.

WARD 1: Grant C Walch

WARD 6: De Urban

WARD 2: Donna Boelen

WARD 7: Mary "Mollie" Ward

WARD 3: Sheila Montney

WARD 8: Jeff Crabill

WARD 4: Julie Emig

WARD 9: Tom Crumpler

WARD 5: Nick Becker

Trustee Mboka Mwilambwe

Board of Trustees of the Town of the City of Bloomington, McLean
County, Illinois

I, the TOWN CLERK of the Town of the City of Bloomington, McLean County, Illinois, do hereby attest that the payouts certified and submitted by the TOWNSHIP SUPERVISOR will be made from the Township Treasury AND do hereby certify that the above actions taken by the BOARD OF TRUSTEES of the Town of the City of Bloomington, have approved the Statement of Funds at a regularly constituted meeting of the TOWNSHIP BOARD. I shall retain a copy of this documentation and shall forward the same to the TOWNSHIP SUPERVISOR.

Town Clerk

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GENERAL TOWN ADMINISTRATION FUND: Exhibit "A"

REQUEST FOR PAYMENT: **September 26, 2022** Meeting

Compensation (Salaries)			Due	Amount
7011	TWP Supervisor	D Skillrud	09/30/22	\$ 3,916.67
7011	TWP Supervisor	D Skillrud	10/15/22	\$ 3,916.67
7021	TWP Assessor	S Scudder	09/30/22	\$ 4,000.00
7021	TWP Assessor	S Scudder	10/15/22	\$ 4,000.00
7041	Town Trustee 08/22/2022	Ward 1: G Walch	09/30/22	\$ 20.00
7041	Town Trustee 08/22/2022	Ward 2: D Boelen	09/30/22	\$ 20.00
7041	Town Trustee 08/22/2022	Ward 3: S Montney	09/30/22	\$ 20.00
7041	Town Trustee 08/22/2022	Ward 4: J Emig	09/30/22	\$ -
7041	Town Trustee 08/22/2022	Ward 5: N Becker	09/30/22	\$ 20.00
7041	Town Trustee 08/22/2022	Ward 6: D Urban	09/30/22	\$ 20.00
7041	Town Trustee 08/22/2022	Ward 7: M Ward	09/30/22	\$ 20.00
7041	Town Trustee 08/22/2022	Ward 8: J Crabill	09/30/22	\$ 20.00
7041	Town Trustee 08/22/2022	Ward 9: T Crumpler	09/30/22	\$ 20.00
7041	Town Trustee 08/22/2022	Trustee M Mwilambwe	09/30/22	\$ 20.00
Compensation (Salaries) TOTAL				\$ 16,013.34
Assessor's Claims				
9151	Auto Expense	BMCU Visa/COB/WEX/PAL/Walden/Leman/Zook (Estimated)	09/30/22	\$ 150.00
9161	Telephone	City of Bloomington/Frontier/Others (Estimated)	09/30/22	\$ 150.00
9171	Utilities	City of Bloomington Water Dept (Estimated)	09/30/22	\$ 150.00
9171	Utilities	Ameren/Direct Energy Business (Estimated)	09/30/22	\$ 400.00
9171	Utilities	NICOR Gas/Direct Energy Business (Estimated)	09/30/22	\$ 250.00
9201	Office Supplies	BMCU Visa/Quill/Others (Estimated)	09/30/22	\$ 200.00
9251	Education/Meetings/Conferences	BMCU Visa/IAAO/Walter/Others	09/30/22	\$ 3,200.00
9271	Appraisal Services	BMCU Visa/CoreLogic/Marshall & Swift/Others	09/30/22	\$ 150.00
9271	Appraisal Services	BMCU Visa/Apex/Others (Estimated)	09/30/22	\$ 1,000.00
9291	Janitorial	Soaring Eagle Cleaning Services LLC	09/30/22	\$ 175.00
9301	Computer Services	BMCU Visa/MIRRA/BNAR/MLS/Coldwell Bankers/ILDFPR/Others	09/30/22	\$ 60.00
9301	Computer Services	BMCU Visa/COB/Verizon Wireless (Estimated)	09/30/22	\$ 300.00
9312	Membership Dues	BMCU Visa/MIRRA/BNAR/MLS/IDPFR/Others	09/30/22	\$ 1,200.00
Assessor's Claims TOTAL				\$ 7,385.00
Community Agency Funding				
1025	GA Client Services/Workfare Development	BMCU VISA/Menard's/Lowe's/Walmart/\$ General/Others (Estimated)	09/30/22	\$ 39.48
1025	GA Client Services/Workfare Development	BMCU VISA/U-Haul/Wex/Skillrud/Others (Estimated)	09/30/22	\$ 241.21
1025	GA Client Services/Workfare Development	BMCU VISA/Thompson Equipment Repair/Others (Estimated)	09/30/22	\$ 10,000.00
1025	GA Client Services/Workfare Development	BMCU Visa/Maruna/Others	09/30/22	\$ 98.12
1025	GA Client Services/Workfare Development	BMCU VISA/Curtiss/Turner/Others (Estimated)	09/30/22	\$ 18.94
Community Agency Funding TOTAL				\$ 10,397.75
Services & Expenses				
1035	Publishing	Lee Industries/Pantagraph/Others (Estimated)	09/30/22	\$ 91.64
1042	Janitorial Services & Supplies	BMCU Visa/Kaeb Sanitary Supply/Quill/Sam's Club/Amazon/Other	09/30/22	\$ 93.50
Services & Expenses TOTAL				\$ 185.14
Supervisor's Claims				
8121	Janitorial	Soaring Eagle Cleaning Services	09/30/22	\$ 218.75
8131	Utilities	City of Bloomington Water Dept (Estimated)	09/30/22	\$ 144.05
8131	Utilities	Ameren/Direct Energy Business (Estimated)	09/30/22	\$ 528.54
8131	Utilities	NICOR Gas/Direct Energy Business (Estimated)	09/30/22	\$ 62.35
8141	Telephones	City of Bloomington/Frontier/Verizon/Others (Estimated)	09/30/22	\$ 350.00
8161	Education/Conference/Meetings	BMCU VISA/McLean County Treasurer/Others	09/30/22	\$ 354.65
8161	Education/Conference/Meetings	BMCU VISA/D Skillrud/Others (Estimated)	09/30/22	\$ 500.00
8171	Equipment	BMCU Visa/Quill/Dell/City of Bloomington/Others (Estimated)	09/30/22	\$ 299.98
8181	Equipment Repair/Rental	BMCU VISA/CDS/Others (Estimated)	09/30/22	\$ 96.80
8221	Computer/Contract Services	EFT-Valutec (Estimated)	09/30/22	\$ 52.52
Supervisor's Claims TOTAL				\$ 2,607.64
TOTAL Request for Payment				\$ 36,588.87

Town of the City of Bloomington

STATEMENT OF FUNDS

Month of: **AUGUST**

		Cemetery Public Fund	General Town Fund	General Assistance	COMBINED FUNDS
Public Fund Balances at Beginning of Month		\$ 923,231	\$ 3,630,889	\$ 613,722	\$ 5,167,841
Revenues	Interest	\$ 54	\$ 3,637	\$ 94	\$ 3,785
	Other Income & Special Events	\$ -	\$ 1,751		\$ 1,751
	Personal Property Replacement Tax	\$ 2,465	\$ 8,004	\$ 973	\$ 11,442
	Opening/Closing Fees	\$ 10,580			\$ 10,580
	Sales	\$ 12,855			\$ 12,855
	Inspection Fees	\$ 300			\$ 300
	Prepaid O/C Deposits transferred (to)/from Trust Acct 7114	\$ 200			\$ 200
	Real Estate Tax Levy	\$ 107,970	\$ 350,585	\$ 42,638	\$ 501,193
	Total Revenues	\$ 134,424	\$ 363,977	\$ 43,705	\$ 542,107
Expenditures	Administrative Expenses	\$ 5,796			\$ 5,796
	Assessor's Office		\$ 8,124		\$ 8,124
	Capital Improvements	\$ 977			\$ 977
	Casework/General Assistance			\$ 31,880	\$ 31,880
	Cemetery Operations	\$ 32,246			\$ 32,246
	Community Agency Funding		\$ 1,406		\$ 1,406
	Compensation & Benefits	\$ 37,301	\$ 92,566		\$ 129,868
	Services & Expenses		\$ 127,971		\$ 127,971
	Supervisor's Office		\$ 2,900		\$ 2,900
	Total Expenditures	\$ 76,321	\$ 232,967	\$ 31,880	\$ 341,167
Public Fund Balances at Month End		\$ 981,335	\$ 3,761,899	\$ 625,546	\$ 5,368,781

Revenue Distribution Report

Fiscal Year To Date ~ **FY2023**

		Cemetery Fund	Town Admin. Fund	General Assistance	COMBINED FUNDS
	FY2023 Tax Levy Extension for Tax Year 2021	\$ 506,636	\$ 1,645,073	\$ 200,074	\$ 2,351,783
	Percentage	21.5426%	69.9501%	8.5073%	100.0000%
FY2023 Personal Property Replacement Tax					
	04/08/2022 03-2022	\$ 22,397	\$ 72,724	\$ 8,845	\$ 103,966
	05/05/2022 04-2022	\$ 29,986	\$ 97,367	\$ 11,842	\$ 139,195
	07/08/2022 05-2022	\$ 21,589	\$ 70,102	\$ 8,526	\$ 100,217
	08/05/2022 06-2022	\$ 2,465	\$ 8,004	\$ 973	\$ 11,442
	TOTAL	\$ 76,437	\$ 248,196	\$ 30,186	\$ 354,819
FY2023 Tax Levy Extension for Tax Year 2021					
	05/27/2022 01-2022	\$ 99,240	\$ 322,238	\$ 39,190	\$ 460,668
	06/14/2022 02-2022	\$ 101,056	\$ 328,136	\$ 39,908	\$ 469,100
	06/23/2022 03-2022	\$ 64,172	\$ 208,369	\$ 25,342	\$ 297,883
	08/31/2022 04-2022	\$ 107,970	\$ 350,585	\$ 42,638	\$ 501,193
	TOTAL	\$ 372,438	\$ 1,209,329	\$ 147,078	\$ 1,728,845



DATE: September 26, 2022

FOR: Honorable Township Trustees

SUBJECT: Data Sharing Agreement and Supplemental Business Associate Agreement Between the City of Bloomington Township and Illinois Department of Human Services

RECOMMENDATION/MOTION: Recommend that the Data Sharing and Supplemental Business Associate Agreements between the City of Bloomington Township and Illinois Department of Human Services be approved, and the Supervisor be authorized to execute the necessary documents.

BACKGROUND: As part of the determination for eligibility, consistent with Public Aid Code 305 ILCS 5/6 Article VI General Assistance, Townships must ensure that applicants have availed themselves of all possible social service benefits before receiving General or Emergency Assistance. The current process requires applicants to take a form to the local Illinois Department of Human Services (IDHS) office to complete and indicate whether the applicant has applied for and/or received SNAP, Medicaid, and/or TANF benefits. The applicant must then return the form to Township before continuing with their case.

The information regarding application status is available via IDHS' Integrated Eligibility System (IES). Township requested and was granted permission to access IES, pending the execution of the Data Sharing and Supplemental Business Associate agreements.

Among other stipulations, the agreements specify that Township will be given 'External-Limited Access' to the Department of Human Services Integrated Eligibility System for the express purpose of determining eligibility.

Gaining access to the system will significantly streamline the application process. Anecdotally we know that some applicants never return the necessary paperwork so by accessing IES ourselves, we eliminate one of the obstacles in completing case files thereby increasing the number of clients we serve.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Illinois Department of Human Services, City of Bloomington IT Department, and Township Attorney John Redlingshafer.

Respectfully submitted for Board consideration.

Recommended by:

A handwritten signature in blue ink that reads "Deborah L. Skillrud". The signature is written in a cursive, flowing style.

Deborah L. Skillrud
Township Supervisor

**DATA SHARING AGREEMENT
BETWEEN
THE ILLINOIS DEPARTMENT OF DEPARTMENT OF HUMAN SERVICES
AND
CITY OF BLOOMINGTON TOWNSHIP
2023-074-DSA-FCS**

The Illinois Department of Human Services (IDHS or the Department) and City of Bloomington Township (User), with its principal place of business at 607 S Gridley Street, Suite B, Bloomington, IL 61701, hereby enter into this Data Sharing Agreement (Agreement) to provide the User with limited access to the Illinois Department of Human Services' (IDHS) Data (collectively referred to as "the Data") for the purposes of verification of eligibility information as submitted by Bloomington Township applicants for General or Emergency Assistance.. The Department and User are collectively referred to herein as "Parties" or individually as a "Party."

**ARTICLE I
INTRODUCTION**

1.1. Introduction. City of Bloomington Township is requesting access to data in order to assist them in providing General Assistance, which is a state-mandated financial aid program for those who are not qualified for state or federally funded aid. By law, they must provide General Assistance or Emergency Assistance to qualified residents of Bloomington Township. Applicants must meet financial and non-financial factors for eligibility, modeled by the public aid code.

**ARTICLE II
LEGAL AUTHORITY**

2.1. Disclosure Permitted. At section 305 ILCS 5/6-1, 6-1.2, and 6-1.3 regarding General Assistance, as a unit of local government, townships are required to give financial aid to persons who meet eligibility conditions. Applicants must meet financial and non-financial factors for eligibility, consistent with the Public Aid Code. One of those eligibility conditions is the amount of income available to the person from various sources. User has a need to view client Data directly for the purpose of determining eligibility and the amount of General Assistance that may be available to them.

**ARTICLE III
ACCESS METHOD**

3.1. Access Method. The Department will provide Data as applicable to the User. The Data format shall be Application Access.

(a) Electronic Media Transfer Method. The User and the Department are not exchanging the Data electronically.

(b) Non-Electronic Transfer Method. The User and the Department are not exchanging the Data in hard copy, paper-based method.

**ARTICLE IV
DATA AND USE**

4.1. Accessible Systems/Data and User Roles.

(a) IES: The Department authorizes the User access to the IES. User's access shall be limited to the IES security role designated as: External – Limited Access and/or External – Limited Access Enhanced.

(b) The above System(s)/Data elements of information are collectively referred to herein as Data.

(c) The User may not access any Data or Department system not specifically identified in this Section 4.1 without the prior written approval of the Department. User must also complete the Data Elements and Transmission form, Appendix A of this Agreement.

4.2. Permissible Uses. The User may use the Department's Data only for the following purposes and on the following conditions:

(a) Verification of eligibility information as submitted by Bloomington Township applicants for General or Emergency Assistance.

(b) All Data inquiries made by the User shall be limited to purposes directly connected with the administration of the legal authority listed in Article II.

(c) To help safeguard and maintain confidentiality of the Department's Data, as specified in this Agreement, the User shall maintain an updated list of the User's authorized personnel who have written approval to access Department Data. referred to herein as Authorized User. The User is responsible for contacting the Department in a timely manner to add, delete or edit Authorized User access. Only those persons designated by the User as being responsible for the project, as described above, shall have access to make inquiries, and they have the following job titles:

1. Intake Coordinator
2. Case Worker
3. Supervisor

(d) Inquiries shall not be made by, or for, another agency, organization or individual without the prior knowledge and written consent of the Department.

(e) The User certifies compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191; 45 C.F.R. Parts 160 and 164; the Social Security Act (42 U.S.C. §§1320d-2 through 1320d-7), and Privacy Act of 1974 (5 U.S.C § 552a) in that it may not use or disclose Protected Health Information (PHI), Individually Identifying Health Information (IIHI) or Personally Identifying Information (PII) other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of any PHI, IIHI, or PII.

4.3. Business Associates. User is a business associate of the Department for purposes of HIPAA. If User is a business associate of the Department, a duly executed business associate agreement shall be executed separately from this Agreement.

ARTICLE V INFORMATION SECURITY AND AUDIT COMPLIANCE

5.1. Security Requirements. The User agrees to comply with the security and privacy requirements,

policies and guidelines established by the Department and the Illinois Department of Innovation and Technology/Bureau of Computer and Computer Services (DoIT/BCCS). These requirements, policies, and guidelines include the following documents, which are available upon request:

- (a) The Privacy Act of 1974 (5 U.S.C. § 552a)
- (b) Health Insurance Portability and Accountability Act of 1996
- (c) Illinois Personal Information Protection Act (815 ILCS 530)
- (d) Applicable DoIT, HFS and IDHS policies regarding Information Security

The security requirements may be updated at any time by the Department. In such instances, the Department shall provide the User with written notification of such changes and the timeframe for compliance and require written assurance by the User that it shall comply with new or revised security requirements.

5.2. General Information

- (a) The Data will only be stored in an appropriate manner as defined below.
- (b) Only one (1) complete copy of the Data permitted to be maintained by Recipient; however, time-delimited temporary data analysis files may be created. Any temporary data file(s) and subsets of the original Data set will be considered Data and subject to the terms and conditions of this Agreement.
- (c) Protected Health Information (PHI), Personally Identifiable Information (PII) and Social Security Numbers require additional security and privacy safeguards due to federal or state statutory requirements. The User must be familiar with their responsibilities to protect the confidentiality, integrity and availability of this Data per the requirements listed in Section 5.1.
- (d) The security requirements with which the User shall comply as a condition of receiving information from the Department are presented in three categories: administrative, technical and physical, and three additional sections: Incident Handling and Notification Responsibility, Security Certification and Audit Requirements.

5.3. Administrative Security Requirements

- (a) The User shall restrict access to, and disclosure of, the Data to only authorized personnel who need the Data to perform their official duties in connection with the Permissible Uses specified in the Agreement.
- (b) The User shall establish and/or maintain ongoing management oversight and quality assurance capabilities to ensure that only authorized personnel have access to the Data.
- (c) The User shall advise all Authorized Personnel who access the Data of the confidentiality of the Data, the safeguards required to protect the Data, and the civil and criminal sanctions for noncompliance contained in the applicable federal and state laws.
- (d) The User shall deliver security awareness training for Authorized Users and maintain a copy of the training received. The training shall include information about the responsibility Authorized Users

for proper use and protection of the Data, and the possible sanctions for misuse. All Authorized Users shall receive security awareness training prior to accessing the Data, and at least annually thereafter. Such training shall address the Privacy Act of 1974, other federal and state laws governing computer security and the use and misuse of HIPAA/PII/PHI/IIHI/SSN as applicable.

(e) The User's Authorized Personnel shall sign the External Certificate of Understanding and Confidentiality Agreement (see Appendix B) which outline the authorized purposes for which the Data may be used by the User and the civil and criminal penalties for unauthorized use.

(f) The User shall maintain records of Authorized Personnel with access to the Data. The records shall contain a copy of each individual's signed Certificate of Understanding and Confidentiality Agreement and proof of the individual's participation in security awareness training and HIPAA training. The User shall make such records available to the Department within two working days of a request for such records. Such records are to be maintained for three (3) years.

(g) The User shall have appropriate procedures in place to report security or privacy incidents (unauthorized disclosure or use involving PHI/IIHI/PII/SSN as applicable, or suspected incidents involving the Data. The User shall report confirmed and suspected incidents in either electronic or physical form to the IDHS Privacy Officer and the IDHS Chief Information Security Officer (CISO) as listed in Article 8.9 immediately upon discovery, but in no case later than one (1) hour of discovery of the incident. The requirement for the User to report confirmed or suspected incidents involving the Data to IDHS exists in addition to, not in lieu of, any User requirements to report to any other reporting agencies.

5.4. Technical Security Requirements

(a) Access via remote terminal/workstation over the Public Internet. Remote data access is prohibited unless Recipient requests, and the Department authorizes, remote access as part of this Agreement. If requesting remote access, the User will include the safeguards specified in the User's Security and Privacy Controls Questionnaire (SPCQ) in place to secure the receipt and transmission of Data.

(b) Wireless Local Area Network (WLAN) or wireless access points, if utilized by the User, WLANs must be secured in accordance with NIST 800-53r4; NIST 800-153 provides guidelines for Securing Wireless Local Area Networks.

(c) The User shall utilize and maintain technological (logical) access controls that limit access to Data to only those personnel identified in the records maintained by the User pursuant to Sections 4.2 (c) and 5.1. who are authorized for such access based on their official duties.

(d) The User shall implement a Network Access Control, a Network Admission Control (NAC) solution or commensurate security controls to enforce security policy compliance on all devices that attempt to gain access to, or use, the Data. The NAC/NAC-like solution shall be employed to authenticate and authorize users and devices.

(1) The solution chosen or employed should be capable of evaluating whether remote machines are compliant with security policies through host(s) integrity tests against redefined templates such as patch level, service packs, antivirus and personal firewall status, and custom-created checks tailored for the state enterprise environment.

(2) The solution should enforce security policies by blocking, isolating or quarantining

non-compliant devices from accessing the state network and resources while maintaining an audit or report on User' access and presence on the state network.

(e) If unable to implement a full NAC-like solution, the User must employ security controls that provide assurance that remotely connected devices pose no risk to the system or Data being accessed.

(f) The User shall implement access control procedures and account management that provides an adequate level of security and privacy commiserate to the confidentiality and sensitivity of the Data being shared.

(g) The User shall prohibit the use of personally owned/non-agency provided computing devices (e.g., personal computers, mobile devices such as Blackberries, iPhones, iPods, MP3 players, USB/Flash drives, external hard drives, CD/DVDs) used to connect, access or transmit the Data locally or remotely in resident, commercial or public facilities (e.g., hotels, convention centers, airports) unless specifically requested by the User and authorized within this Agreement.

(h) Data Storage

(1) The User shall prohibit the Data from being copied to and stored at User site(s) on mobile media (e.g., laptops, CD-ROMs, USB drives) unless specifically requested by the User and authorized within this Agreement.

(2) Data shall not be stored by User on portable devices or media which include but are not limited to laptops, tablets, handhelds/PDAs, Ultramobile PCs, optical discs, CDs, DVDs, Blu-Rays, removable storage and flash memory devices unless specifically requested by the User and authorized within this Agreement. The request must include methods for encrypting the Data, controlling access to the Data and physically protecting the device(s) containing the Data.

(3) If storing the Data, User agrees to store Data on one or more of the following media and protect the Data as described:

i. Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized Users by requiring logon to the local workstation using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

ii. If the workstation is located in an unsecured physical location the hard drive must have encryption to protect the Data in the event the device is stolen.

iii. Data stored on hard disks mounted on network servers and made available through shared folders.

iv. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

v. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

vi. Backup copies for Disaster Recovery purposes must be encrypted if recorded to removable media.

(i) Data Segregation

(1) Non-sensitive Data is data that does not include PII or PHI information. Sensitive data must be segregated or otherwise distinguishable from non-sensitive Data or information. This is to ensure that when no longer needed by the User, all Data can be identified for return or destruction. It also aids in determining whether Data has or may have been compromised in the event of a security breach.

(2) Data shall be stored in one of the following methods:

i. Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-sensitive Data; or

ii. Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to such Data; or,

iii. Data will be stored in a database which will contain no non-sensitive Data; or,

iv. Data will be stored within a database and will be distinguishable from non-sensitive Data by the value of a specific field or fields within database records.

(3) When it is not feasible or practical to segregate sensitive Data from non-sensitive Data, then both the Data and the non-sensitive Data with which it is commingled must be protected as described in this Agreement.

5.5. Physical Security Requirements

(a) All Data shall be stored in a secure environment physically located in the continental United States with access limited to the least number of staff needed to complete the purpose of this Agreement.

(b) User equipment containing Data (servers, routers, hubs, etc.) are to be maintained in secure spaces or those off limits to the general public where access is restricted to authorized employees or contractors, vendors and delivery personnel who have a business purpose for being there.

(c) Individuals who are not employees or contractors of the User may not be present in these spaces unless escorted by authorized personnel.

(d) Users shall not leave workstations unattended while accessing the Data. Technical or logical controls should be utilized, such as locking the computer or automatic screensavers, so as not to expose the Department Data to unauthorized personnel/passersby.

(e) Paper documents containing the Data must be stored securely in locked offices, rooms, cabinets and/or desks.

(f) Disposal of Paper Documents and Electronic Media Containing the Data:

(1) Upon termination of the Agreement, User shall dispose of IDHS PHI/IIHI/PII/SSN Data received along with backup copies and any temporary or permanent work files that contain such Data and provide written notification of disposal. Disposal must be in accordance with NIST 800-53 r4. Failure to do so may prevent Data sharing agreements with the User in the future.

(2) Upon the destruction of the Data, the User shall complete Appendix C of this Agreement, Certification of Data Disposition, and submit to IDHS program personnel listed in Article 8.9 of this Agreement within fifteen (15) days of the date of disposal.

(3) Failure to properly destroy of the Data and to provide written verification of data destruction may prevent data sharing agreements with the User in the future.

(4) Requirements to dispose of PHI/IIHI/PII/SSN survive termination of this Agreement.

(g) Acceptable Destruction Methods for various types of media include:

(1) For paper documents containing sensitive or confidential information (PHI/IIHI/PII/SSN), must be shredded for disposal and is prohibited from being disposed in the office trash. A contract with a recycling firm to recycle sensitive or confidential documents is acceptable, provided the contract ensures that the confidentiality of the Data will be protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration.

(2) If Data has been stored on server or workstation data hard drives, similar media (e.g. floppies, USB flash drives, portable hard disks, or similar disks), optical discs (e.g. CDs, DVDs, Blu-ray) or magnetic tape, the User shall destroy the Data by using a “wipe” utility which will overwrite the Data at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the Data cannot be reconstructed, or physically destroying disk(s) (e.g., by incineration the disc(s), shredding the discs, or completely deface the readable surface with a coarse abrasive).

5.6. Incident Handling and Notification Responsibility

(a) The User shall report confirmed and suspected incidents in either electronic or physical form to the Department Privacy Officer and the Department Chief Information Security Officer (CISO) designated in the DSA immediately upon discovery, but in no case later than one hour of discovery of the incident. The requirement for the User to report confirmed or suspected incidents involving the Data to the Department exists in addition to, not in lieu of, any User requirements to report to any other reporting agencies. Within one hour of discovery of the incident or suspected breach, the User is responsible for reporting the incident or suspected breach to the Department security officials listed in Section 8.9, Persons to Contact.

(b) The User is responsible for all reporting and notification activities, including but not limited to:

- investigating the incident;
- communicating with required state government breach response officials;
- notifying individuals whose information is breached;
- communicating with any third parties including the media, as necessary;
- notifying any other, public and private sector agencies involved;
- responding to inquiries about the breach;

- resolving all issues surrounding the breach of the Data;
- performing any necessary follow-up activities to correct the vulnerability that allowed the breach;
- any other activities as required by the Department.

(c) Additional information on Department policy and procedures regarding Security/Integrity Breaches are available upon request.

5.7. Security Certification

(a) Security Posture

(1) The User shall submit to the Department Chief Information Security Officer an IDHS SPCQ, Appendix D, and any required documentation for approval prior to accessing the Data to ensure security and privacy control requirements are met.

(b) Security and Privacy Self-Assessment and Certification of Compliance

(1) The User shall submit annually to the Department a SPCQ that details the measures the User has in place to comply with the requirements specified in this security addendum. The SPCQ contains a certification of compliance that is signed by an authorized official of the User to certify that information provided in the Security and Privacy Questionnaire is accurate.

(2) If there are changes to the User's IT environment that may affect the security and privacy controls reported on the SPCQ, they must report such changes to the Department CISO so that they may ensure continued compliancy with the standards and requirements outlined in the DSA.

5.8. Audit Requirements

(a) If there are changes to the User IT environment that may affect the security and privacy controls as reported on the SPCQ, they must report such changes to the IDHS CISO so that IDHS may ensure continued compliancy with the standards and requirements outlined in the DSA.

ARTICLE VI CONFIDENTIALITY

6.1. Confidentiality of Information. All Data, records, Data elements, and any other information collected, gathered, obtained, or otherwise received by the User under this Agreement, shall be protected from unauthorized disclosure. Any release or re-disclosure of information must be pre-approved, in writing, by the Department.

6.2. Statutory Basis. The User recognizes that the Data is confidential, as provided in one or more of the following statutes and regulations:

- (a) Illinois Public Aid Code, 305 ILCS 5/11-9;
- (b) Medicaid, 42 U.S.C. §1396a(a)(7), 42 C.F.R. 431.300-307;
- (c) Temporary Assistance for Needy Families (TANF), 42 U.S.C. §602(a)(1)(A)(iv);
- (d) Supplemental Nutrition Assistance Program (SNAP), 7 U.S.C. §2020(e)(8), 7 C.F.R. 272.1(c);

- (e) Public Assistance Programs, 45 C.F.R. 205.50;
- (f) 89 Ill. Adm. Code 10.230;
- (g) Health Insurance Portability and Accountability (HIPAA), 45 CFR Part 160, Part 162, and Part 164;
- (h) The Privacy Act of 1974, 5 U.S.C. 552a;
- (i) Illinois Personal Identification Protection Act (PIPA), 815 ILCS 530/1;
- (j) Federal Information Security Management Act of 2002 (FISMA), 44 U.S.C. § 3514; and
- (k) Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

6.3. Confidentiality Violations. Any violation of this Article shall be cause for immediate termination of this Agreement at the discretion of the Department.

ARTICLE VII TERM AND TERMINATION

7.1. Term. This Agreement shall commence upon full execution by the Parties and, unless otherwise terminated by the Parties, shall continue until June 30, 2024.

7.2. Termination for Convenience. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

7.3. Termination for Cause. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may immediately terminate this Agreement upon written notice to the breaching Party.

ARTICLE VIII MISCELLANEOUS

8.1. Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

8.2. Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

8.3. Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be invalid, inoperative or unenforceable because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

8.4. Records Retention. The Parties shall maintain for a minimum of five (5) years from the termination of this Agreement, adequate books, records and supporting documents to verify the uses of the System(s)/Data as described herein. This Agreement shall be available for review and audit by each Party and the Auditor General of the State of Illinois, the Illinois Office of the Attorney General

(OAG), and the Office of the Executive Inspector General for the Agencies of the Illinois Governor (OEIG). Each Party shall cooperate fully with any audit conducted by the Auditor General, the OAG or the OEIG and shall provide full access to all relevant materials. If an audit, litigation or other action involving the records is begun before the end of the five-year period, the records shall be retained until all issues arising out of the action are resolved.

8.5. No Personal Liability. No member, official, director, employee or agent of the Department shall be individually or personally liable in connection with this Agreement.

8.6. Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any Party without the prior written consent of the other Party. This Agreement shall inure to the benefit of and shall be binding upon the Department and User and their respective successors and permitted assigns.

8.7. Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

8.8. Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

8.9. Notices. All written notices, requests and communications must be made in the most expedient manner, through which a mailing date can be determined, including electronic mail, to the address or e-mail address set forth below.

To the Department for legal-related notices:

Timothy R. Gehant
Deputy General Counsel
Illinois Department of Human Services
69 W. Washington Street, 9th Floor
Chicago, IL 60602

To the Department for program-related notices:

Jami Severino
Chief, Bureau of Performance Management
Illinois Department of Human Services
Harris II, 2nd Floor, 100 South Grand Avenue East
Springfield, IL 62762
217/782-1128
Jami.Severino@illinois.gov

To User for legal-related notices:

Deborah L. Skillrud
Supervisor
City of Bloomington Township
607 S Gridley Street, Suite B

Bloomington , IL 61701
309/434-2726
dskillrud@cityblm.org

To User for program-related notices:

Deborah L. Skillrud
Supervisor
City of Bloomington Township
607 S Gridley Street, Suite B
Bloomington , IL 61701
309/434-2726
dskillrud@cityblm.org

To IDHS for Security and Privacy incidents, notices, and information:

IDHS HIPAA Chief Privacy Officer
69 W. Washington, 9th Floor
Chicago, IL 60602
Phone: 312-814-3773
DHS.HIPAA@Illinois.gov

IDHS Chief Information Security Officer
100 South Grand Avenue East
Springfield, IL 62762
DoIT.DHS.CISO@Illinois.gov

8.10. Professional Integrity. The User certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the User made an admission of guilt of such conduct which is a matter of record, nor has an official, officer, agent, employee or other person associated with the User been so convicted nor made such an admission.

8.11. Nondiscrimination. The User shall abide by the Federal Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, the Federal Americans with Disabilities Act of 1990, the Illinois Human Rights Act, and all other Federal and State laws, regulations or orders (including Executive Orders 11246 and 11375, "Equal Employment Opportunity") which prohibit discrimination because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap, and the User further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

8.12. Release and Indemnity. To the extent permitted by law, the User agrees to assume all risk of loss and to indemnify and hold HFS and IDHS, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes or actions, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto for injuries (including death) to persons and for loss of, damage to, or destruction of property (including property of the State of Illinois) arising out of the intentional torts, negligence or breach of contract of User, with the exception of acts performed in conformance with an explicit, written directive of HFS or IDHS, in connection with this Agreement. Neither Party assumes liability for actions of the other Party under this Agreement including, but not limited to, the negligent acts and omissions of either Party's agents,

employees or subcontractors in the performance of their duties as described under this Agreement.

8.13. Notice of Claim or Suit. In the event that any demand or claim is made or suit is commenced against the Department that is related to this Agreement, the Department shall give prompt written notice thereof to the User. Likewise, User shall notify the Department of any related demand or claim made to it or suit commenced against it.

8.14. Payment. Payment for access to Department's System(s)/Data is waived.

8.15. Availability of Appropriations. The Parties' respective obligations hereunder shall cease immediately, without penalty, if: (a) the Illinois General Assembly fails to make an appropriation sufficient to pay such obligations; (b) adequate funds are not appropriated or granted to the Department by the Illinois General Assembly to allow it to fulfill its obligations under this Agreement; or (c) funds appropriated are de-appropriated or not allocated.

8.16. Ownership of System(s)/Data. All Department client information provided through this Agreement is the sole property of the Department and will be used exclusively for the purposes described herein. Information received pursuant to this Agreement shall be disposed of after this Agreement's termination unless another agreement with the Department authorizes its continued use. Disposal means the return to IDHS of the information or the information's destruction, as directed by the Department. The System(s)/Data disclosed shall not be sent to a records center or archived and shall not be retained with personal identifiers for any period longer than the term of this Agreement unless another agreement with the Department authorizes its continued use.

8.17. Work Product. Except as otherwise required by law, any work product, such as written reports, memoranda, documents, recordings, drawings, software or other deliverables developed in the course of this Agreement shall become the property of the User. The Department reserves the right to review and comment on any document or Data set completed as a result of the sharing of information described herein before release to any entity. Any publication resulting from the use of these Data must indicate that the Data were provided by the Department and must include a disclaimer to the effect that published material does not necessarily reflect the views of the Department.

8.18. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

8.19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

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

ILLINOIS DEPARTMENT OF HUMAN SERVICES

CITY OF BLOOMINGTON TOWNSHIP

Grace B. Hou
Secretary

Deborah L. Skillrud
Supervisor
37-6001562

Date:_____

Date:_____

NAME: Town of the City of Bloomington Township

APPENDIX A: DATA ELEMENTS AND TRANSMISSION

SEND ORG ONLY: Organization's data is uploaded/sent to IDHS system/resource only. Once uploaded, the Organization can no longer access the data in the IDHS system/resource. No IDHS or uploaded Organization data is accessed, viewed, downloaded, printed or stored.

Organization Data is sent using one or more of the following methods:

- ☐ Secure Web Access (SWA)
- ☐ Electronic Transmission (i.e. SFTP/FTP, Cyberfusion, etc.)
- ☐ Postal Mail: Paper
- ☐ Postal Mail: Electronic Media (i.e.CD/Flash/etc.)

SEND and RECEIVE ORG ONLY: Organization's data is sent to IDHS system/data source and only Organization data is received by or accessible to the Organization. No IDHS Data is viewed, accessed, or stored.

Organization Data is sent and received using one or more of the following methods:

- ☐ Secure Web Access (SWA)
- ☐ Electronic Transmission (i.e. SFTP/FTP, Cyberfusion, etc.)
- ☐ Postal Mail: Paper
- ☐ Postal Mail: Electronic Media (i.e.CD/Flash/etc.)

READ IDHS ONLY: Accessing/reading IDHS system/data only; No download, printing or storage of IDHS Data or input of Organization's data.

IDHS Data is accessed/read using one or more of the following methods:

- ☐ Secure Web Access (SWA)
- ☐ Electronic Transmission (i.e. SFTP/FTP, Cyberfusion, etc.)
- ☐ Postal Mail: Paper
- ☐ Postal Mail: Electronic Media (i.e.CD/Flash/etc.)

READ and RECEIVE IDHS ONLY: Accessing/Reading IDHS system/data and download, print, or store IDHS Data (electronic and/or paper), however no input of Organization's data into the IDHS System.

IDHS Data is accessed/read and received using one or more of the following methods:

- ☒ Secure Web Access (SWA)
- ☐ Electronic Transmission (i.e. SFTP/FTP, Cyberfusion, etc.)
- ☐ Postal Mail: Paper
- ☐ Postal Mail: Electronic Media (i.e.CD/Flash/etc.)

SEND and RECEIVE BOTH ONLY: Organization can access IDHS System/Data and download, store IDHS Data for use in Organization. Organization can input Organization data into IDHS system/data source.

IDHS Data is accessed/read and received and Organization data is input using one or more of the following methods:

- ☐ Secure Web Access (SWA)
- ☐ Electronic Transmission (i.e. SFTP/FTP, Cyberfusion, etc.)
- ☐ Postal Mail: Paper
- ☐ Postal Mail: Electronic Media (i.e.CD/Flash/etc.)

IDHS DATA ELEMENTS ACCESSED, VIEWED, DOWNLOADED, or STORED by User(s)

DATA ELEMENT	DATA CLASSIFICATION	ENCRYPTION	DATA SOURCE
EXAMPLES:	See next page for definitions.	A Yes/No question. Classification determined by either Data Classification or by the Data Owner.	This is the system, application, or resource which is providing that data element.
<i>FEIN_Num</i>	<i>Public</i>	<i>(up to Data Owner)</i>	<i>IES</i>
<i>Invo_Date</i>	<i>Official Use Only</i>	<i>(up to Data Owner)</i>	<i>CARS</i>
<i>SSN_Num</i>	<i>Confidential</i>	<i>Yes</i>	<i>CCMS</i>
Address	Confidential	N/A	IES
Case Number	Confidential	N/A	IES
Case Name	Confidential	N/A	IES
Type of Benefit(s) Received	Confidential	N/A	IES
Benefit Status	Confidential	N/A	IES
Names of all people on case	Confidential	N/A	IES
Age	Confidential	N/A	IES
Gender	Confidential	N/A	IES
Benefit Eligibility Period	Confidential	N/A	IES
Benefit Amount	Confidential	N/A	IES
Spenddown Amount	Confidential	N/A	IES
# Receiving Assistance	Confidential	N/A	IES
Benefit Review Date	Confidential	N/A	IES
Edg Number	Confidential	N/A	IES
If case has Ongoing Appeal	Confidential	N/A	IES
Income	Confidential	N/A	IES
Benefit Denial Reason(s)	Confidential	N/A	IES

If additional rows are needed, please recreate above table and attach to agreement.

*** The following are the classification categories of data classification to be used for IDHS Data being accessed**

Public: Data should be classified as Public when the unauthorized disclosure, alteration or destruction of that Data would result in little or no risk to our clients, IDHS, the State of Illinois, our providers and partners. Examples of Public data include press releases, course information and research publications. While little or no controls are required to protect the confidentiality of Public data, some level of control is required to prevent unauthorized modification or destruction of Public data. Public Data is available to all residents of Illinois and to all individuals and entities external to Illinois.

Official Use Only (OUO): Data should be classified as Official Use Only when the unauthorized disclosure, alteration or destruction of that data could result in a moderate level of risk to our clients, IDHS, the State of Illinois, our providers and partners. By default, all IDHS Data that is not explicitly classified as Confidential or Public data should be treated as OUO Data. A reasonable level of security controls should be applied to OUO Data. Data Owners may designate data as Official Use Only.

Confidential: Data should be classified as confidential when the unauthorized disclosure, alteration or destruction of that Data could cause a significant level of risk to our clients, IDHS, the State of Illinois, our providers and partners. Examples of Confidential Data include Data protected by state or federal privacy regulations and Data protected by confidentiality agreements. The highest level of security controls should be applied to Confidential Data. This includes Personally Identifiable Information (PII), Personal Health Information (PHI), Individually Identifying Health Information (IIHI) and Federal Tax Information (FTI). Disclosure of Confidential Data to parties outside of the State of Illinois should be authorized by Executive Management and/or the Data Owner and General Counsel.

Appendix B

Certificate of Understanding and Confidentiality Agreement

DSA# 2023-074-DSA-FCS

I understand that all information and Data received from the Illinois Department of Human Services/Illinois Department of Healthcare and Family Services (IDHS/HFS or the Department) under the DSA listed above is confidential and must be protected from unauthorized use and disclosure.

I understand and agree that all such information or Data (oral, visual or written, including both paper and electronic) which I see or to which I have access may not be released, copied or disclosed, in whole or in part, unless authorized by the Department.

When I no longer require access to confidential information, whether because of termination of employment, reassignment of duties or otherwise, I agree that I will not access or attempt to access any the Department confidential information, or any confidential information in the Department systems or other sources to which I have been given access. I will return any and all reports, notes, memoranda, notebooks, drawings, and other confidential information or Data developed, received, compiled by or delivered to me in order to carry out functions under the contract or subcontract, regardless of the source of the confidential information or Data.

I understand that the law forbids releasing or disclosing such confidential information, in whole or part. I further understand that if I am unsure as to what information is confidential, I will immediately and prior to any such disclosure consult with the Department or my supervisor.

I will safeguard, and will not disclose to unauthorized parties, any user name and/or password that may be issued to me in furtherance of my access to the confidential information. I understand that my access to the confidential Data may be revoked at any time for any other reason at the discretion and direction of the Department or my supervisor.

I will comply with all applicable Federal and State laws and regulations and with all applicable policies and procedures as set by the State of Illinois, including, but not limited to, the Illinois Public Aid Code (305 ILCS 5/1 *et seq.*), the Health Insurance Portability and Accountability Act (45 CFR Parts 160, 162, and 164), and other applicable state and federal laws.

I will promptly report to my supervisor or the Department any activities by any individual or entity that I suspect may compromise the availability, integrity, security or privacy of the confidential information. I will immediately notify my supervisor of any request for confidential information or Data received from an individual or entity not authorized to receive the Data under the DSA listed above.

I agree not to attach or load any additional hardware or software to or into the Department equipment/applications unless authorized to do so. I will use only my access rights to, and will access only those systems, directories, confidential information or Data authorized for my use by the Department.

I agree to store confidential information received in secure, locked containers or, where Data is stored on a computer or other electronic media, in accordance with the Department computer security policy that protects confidential information from unauthorized disclosure.

I understand and agree that the terms of this Confidentiality Agreement shall continue even when I am no longer employed by the agency which is covered by the DSA indicated above, and that I will abide by the terms of this Confidentiality Agreement in perpetuity.

I understand that failure to comply with these requirements may result in disciplinary action, termination, monetary penalties and criminal prosecution, as well as any other penalties provided by law.

This Agreement shall be governed by the laws of the State of Illinois, unless otherwise required by the Federal Supremacy Clause.

Signature

Date

Name (Printed)

APPENDIX C
Certification of Data Disposition

Date of Disposition _____

I hereby attest that with regards to the Data Sharing Agreement between IDHS, and **[INSERT AGENCY]** that was executed on _____ **[INSERT DATE OF EXECUTION]**.

___ All copies of any Data have been wiped from Data storage systems.

___ All materials and non-wiped computer media containing any Data sets have been destroyed.

___ All copies of any Data that have not been disposed of in a manner described above, have been returned to Agencies' authorized representative as listed in this Agreement.

The User hereby certifies, by signature below, that the Data disposition requirements as provided in the above-captioned Data Sharing Agreement have been fulfilled as indicated above.

Signature of Recipient's Authorized Representative _____

Print Name of Recipient's Authorized Representative _____

Date: _____

APPENDIX D

Please contact the IDHS Program POC or DoIT.DHS.MISSecurity@Illinois.gov for the Security and Privacy Control Questionnaire.

[Reset Form](#)

[PRINT](#)

ILLINOIS DEPARTMENT OF HUMAN SERVICES

SECURITY AND PRIVACY QUESTIONNAIRE

VERSION 4.1 (06/2018)

Prepared By (Disclosure Officer):

Organization/Agency/Entity Name:

Date:

All red questions/responses are **Required** for the SPCQ to be Approved.

The Security and Privacy Questionnaire (SPCQ) serves to outline your Organization/Agency's baseline security and privacy controls as they relate to the Data Sharing Agreement (DSA) contractual requirements to access the Illinois Department of Human Services (IDHS) data, documents and electronic media.

The baseline control questions are in accordance with the Federal and State laws, policies and audit compliance regarding how IDHS provides security and privacy of our client's data and personal information.

The questions are not all inclusive as each IDHS Application or System is different, however, these questions do provide a place from which to develop further discussion and ensure your Organization/Agency meets these security and privacy requirements in regards to IDHS data.

This Questionnaire is an **Annual Requirement of the DSA**. You will be given a copy of the final, approved SPCQ to maintain for your records. Each year, you will complete the form and re-submit for approval.

IDHS SPCQ v4.1 03/2018

**ILLINOIS DEPARTMENT OF HUMAN SERVICES
BUSINESS ASSOCIATE AGREEMENT
2023-075-BAA-FCS**

This Business Associate Agreement is made and entered into by and between the Illinois Department of Human Services (IDHS) (Covered Entity [CE]) and City of Bloomington Township (Business Associate [BA]). The BA and the CE are referred to herein collectively as “Parties,” or individually, as a “Party.” This Agreement supplements and is made a part of Data Sharing Agreement number 2023-074-DSA-FCS hereinafter referred to as the “Contract” between the Parties.

A. Definitions

General Definitions:

Unless otherwise defined herein, the following terms used in this Agreement has the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practice, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific Definitions:

“Agreement” shall mean this Agreement.

“ARRA” shall mean the American Recovery and Reinvestment Act, Pub.L. 111–5, Feb. 17, 2009, 123 Stat. 115.

“Business Associate” generally shall have the same meaning as the term “business associate” in the Privacy Rule, 45 C.F.R. § 160.103, and, in reference to this Agreement, shall mean the entity noted above in the first paragraph.

“Covered Entity” generally shall have the same meaning as the term “covered entity” in the Privacy Rule, 45 C.F.R. § 160.103, and, in reference to this Agreement shall mean DHS.

“HHS” shall mean the Department of Health and Human Services, which is the department of the federal government that has overall responsibility for implementing HIPAA.

“HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, Pub.L. 104–191, Aug. 21, 1996, 110 Stat. 1936.

“HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and 164.

“HITECH” shall mean the Health Information Technology for Economic and Clinical Health Act, Pub.L. 111–5, Div. A, Title XIII, Div. B, Title IV, Feb. 17, 2009, 123 Stat. 226, 467.

“PIPA” shall mean the Illinois Personal Information Protection Act of 2007, 815 ILCS 530/1.

“Personal Information” (PI) shall have the same meaning as the “personal information” in the Illinois Personal Information Protection Act of 2007, 815 ILCS 530/1.

“Privacy Rule” shall mean 45 C.F.R. §§ 160, 162, and Subpart E, 164.500 through 164.532.

“Security Rule” shall mean 45 C.F.R. §§ 160, 162 and Subpart C, 164.302 through 164.318.

“Secretary” shall mean the Secretary of the federal Department of Health and Human Services, or any other officer or employee of HHS to whom the Secretary delegates authority to investigate HIPAA complaints.

B. Purpose

ARRA, through HITECH, made significant changes to the HIPAA law and to the relationship between Covered Entities and Business Associates. BAs are now responsible for compliance with Sections 45 C.F.R. §§164.308, 164.310, 164.312, and 164.316 of the HIPAA Security Rule and the breach notification and enforcement provisions of HITECH now apply to BAs in the same way they apply to CEs.

The BA also must follow the Illinois Personal Information Protection Act of 2007, 815 ILCS 530/1 *et seq.* This statute applies to all entities, public and private, that handle, collect, disseminate, or otherwise deal with non-public information.

The BA may receive from DHS, information that constitutes PHI under HIPAA and its implementing regulations to perform the following activities:

C. Permitted Uses and Disclosures by Business Associate

1. Business Associate may use or disclose PHI or PI as permitted or required by this Agreement, or as required by law.

2. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with the Minimum Necessary requirements (and limitations) set forth in 45 C.F.R. §§ 164.502(b) and 164.514(d).
3. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by DHS except for the specific uses and disclosures, if any, set for in this Agreement.
4. Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
5. Business Associate may provide data aggregation services relating to the health care operations of DHS.
6. Business Associate may disclose protected health information to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. § 164.502(j)(1).
7. Business Associate may not use or disclose personal information in a manner that would violate the Illinois Personal Information Protection Act of 2007, 815 ILCS 530/1 *et seq.*

D. Obligations and Activities of the BA

1. Appropriate Safeguards: The BA shall use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164, to prevent use or disclosure of DHS's protected health information other than as provided for by this Agreement.
2. Risk Assessments: The BA shall conduct, pursuant to 45 C.F.R. § 164.308, an accurate and thorough risk assessment of potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic health information held by the BA, which shall be made available to DHS upon request.
3. Agents and Subcontractors: The BA may not subcontract any of the services or other work to be performed by the BA that would result in the subcontractor receiving, maintaining or transmitting any protected health information or personal information maintained by the Covered Entity.

To the extent that the BA uses an Electronic Health Information Exchange, a Regional Health Information Organization Personal Health Record vendor, or E-

Prescribing gateway, in relation to DHS, the BA must enter into a contract or business associate agreement with that organization.

4. Client Access to Protected Health Information: The BA shall make protected health information in designated record sets available to DHS clients within five business days of a request by a DHS client or by DHS on behalf of a client. The BA also shall make PHI in designated record sets available to DHS as necessary to satisfy DHS' obligations under 45 C.F.R. § 164.524.
5. Amendment of Protected Health Information: The BA shall make any amendment to protected health information in a designated record set as directed or agreed to by DHS pursuant to 45 C.F.R. § 164.526 or take other measures as necessary to satisfy DHS's obligations under 45 C.F.R. § 164.526. The BA shall respond to a request for amendment that the BA receives directly from a client or from DHS on behalf of a client within five business days. The BA shall incorporate any amendment to information in a designated record set within five business days of responding to a request for amendment. The BA shall notify DHS of a client's request for an amendment and the BA response to the request (*e.g.*, grant or deny the request) within five business days of responding to the request for amendment.
6. Accounting Rights: The BA shall maintain and make available the information required to provide an accounting of disclosures to DHS's clients as necessary to satisfy DHS's obligations under 45 C.F.R. § 164.528. The Business Associate shall respond to such a request within five business days of receipt of the request. At a minimum, such information shall include:
 - a) the date of disclosure;
 - b) the name and address (if known) of the entity or person that received the protected health information;
 - c) a brief description of the protected health information disclosed; and
 - d) a brief statement of the purpose for the disclosure that reasonably informs the client of the basis for the disclosure, a copy of the client's authorization, or a copy of the written request for disclosure.
7. Accounting for Electronic Medical Records: If the BA maintains an electronic medical record of a client's protected health information, the BA shall make available to the client all electronic disclosures, including those for treatment, payment, or healthcare operations, for a period not to exceed three years prior to the date on which an accounting is requested. If the BA's electronic records do not comprise three years of data, the BA shall provide the disclosures for the time period in which such electronic data exists.
8. Federal Government Access to Medical Records: The BA shall make its internal practices, books, and records available to the Secretary for purposes of determining

compliance with the HIPAA Rules. The BA shall provide DHS with any information and materials provided to the Secretary at the time it is provided to the Secretary.

9. Performance of DHS's Obligations: To the extent the business associate is to carry out one or more of DHS's obligations under Subpart E of 45 C.F.R. Part 164, BA must comply with the requirements of Subpart E that apply to DHS in the performance of such obligations.
10. Retention of Protected Health Information: The BA shall retain DHS's PHI, including documentation of all unauthorized disclosures, while this Agreement is in effect, and securely maintain the PHI for a period of six years from the date of the record's creation or the date the Agreement was last in effect, whichever is later, or as required by law. This obligation shall survive the termination of this Agreement.
11. Training: The BA shall train all its employees who access, use, modify, or disclose DHS's PHI regarding HIPAA and HITECH privacy, security, and breach notification procedures. The BA shall maintain training records, including attendance records and training materials, to be made available to DHS upon request.
12. Destruction of Protected Health Information: The BA shall implement policies and procedures for the final disposition of DHS's PHI maintained in electronic media, or any other form or medium, to make the data unusable, unreadable, or indecipherable to unauthorized individuals.
13. Breach Notification: The BA shall notify DHS by email and by Registered Mail within 1 hour of becoming aware of any use or disclosure of protected health information, that is not provided for by this Agreement, including breaches of unsecured protected health information as required at 45 C.F.R. § 164.410, breaches of unsecured personal information and any other security incident. The BA will pay all expenses related to breaches chargeable to it and hold DHS harmless for any such expenses. The BA will work with DHS to ensure that all breach notifications to DHS clients and others meet legal requirements.
 - a) The BA's notice to DHS shall identify each individual whose protected health information or personal information has been, or is reasonably believed by the BA to have been, accessed, acquired, or disclosed without authorization.
 - b) For purposes of this section, a data breach shall be treated as discovered by the BA as of the first day on which such breach is known or should reasonably have been known to it.
 - c) For each data breach chargeable to the BA, the BA shall notify each individual whose protected health information or personal information has been accessed, acquired, or disclosed as a result of such breach.

- d) All notifications of a data breach involving PHI or PI combined with personal identifiers shall be made in the most expedient way possible and without unreasonable delay, but in no case later than 60 calendar days after the discovery of such breach by the BA.
- e) The BA shall have the burden of demonstrating that all notifications were made as required under this section, including evidence demonstrating the necessity of any delay.
- f) Breach notification shall be provided as required by law.

14. Audits, Inspection and Enforcement: The BA shall allow DHS or its designated agent(s) to inspect the BA's facilities, systems, books, records, agreements, policies and procedures to the extent DHS determines an examination of the BA's privacy or security practices is necessary to comply with DHS's legal obligations. An inspection by DHS or its agent(s) also will be allowed by the BA to determine whether the BA's privacy and security practices comply with the HIPAA Rules, this Agreement or any applicable law. Nothing in this paragraph shall be construed as requiring DHS to conduct any such examination.

Within five business days of a written request by DHS, the BA shall allow DHS to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of DHS's PHI.

The fact that DHS inspects, fails to inspect, or has the right to inspect the BA's facilities, systems, books, records, agreements, policies and procedures does not relieve the BA of its responsibility to comply with this Agreement, HIPAA, or HITECH. DHS's detection of, or failure to detect, issues of non-compliance shall not constitute acceptance of such practice or a waiver of DHS's enforcement rights under this Agreement.

15. Safeguards during Transmission: The BA shall use security measures as required by the Security Rule to reasonably and appropriately maintain and ensure the confidentiality, integrity, and availability of DHS's PHI transmitted to DHS, or any third party, pursuant to this Agreement and in accordance with the standards and requirements of HIPAA and HITECH.

E. Obligations of DHS

- 1. DHS shall comply with HIPAA and HITECH security standards when transmitting PHI to the BA.
- 2. DHS shall provide a copy of its Notice of Privacy Practices to the BA and notify the BA of any limitation(s) in the notice of privacy practices under 45 C.F.R. § 164.520,

- to the extent such limitation may affect the BA's use or disclosure of protected health information.
3. DHS shall notify the BA of any changes in, or revocations of, the permission by an individual to use or disclose his or her protected health information, to the extent such changes may affect the BA's use or disclosure of protected health information.
 4. DHS shall notify the BA of any restriction on the use or disclosure of protected health information that DHS has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent such restriction may affect the BA's use or disclosure of protected health information.
 5. DHS shall notify the Secretary as required by law of data breaches chargeable to DHS or the BA.

F. Term and Termination

1. Term: This Agreement shall be effective upon its full execution, and shall terminate upon termination with or without cause of the Contract; the execution of a new Agreement; or on the date the Agreement terminates with "notice" or "for cause" as authorized in paragraphs (2) and (3) in this Section, whichever is sooner.
2. Termination for Cause: The Business Associate authorizes termination of this Agreement by DHS, if DHS determines the BA has violated a material term of the Agreement. If DHS elects not to terminate the Agreement, the BA shall cure the breach or end the violation within 30 calendar days of DHS's election. If the BA fails to cure the breach or end the violation within the 30 calendar days, DHS may either terminate the Agreement or report BA's breach or violation to the Secretary.

Notwithstanding termination of the Agreement, and subject to direction from DHS, the BA shall take all reasonable and necessary actions to protect and preserve protected health information and property containing protected health information in the possession of the BA.

3. Termination on Notice: This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.
4. Obligations of Business Associate Upon Termination: Upon termination of this Agreement for any reason, the BA shall return or, if agreed to by DHS in writing, destroy all protected health information received from DHS, that the BA maintains in

any form. The BA shall retain no copies of the protected health information. The BA shall provide DHS with an opportunity to review the protected health information prior to its destruction. The BA shall certify in writing to DHS that the protected health information has been destroyed.

To the extent DHS and the BA determine that returning or destroying DHS's protected health information is not feasible, there shall be written notice to DHS of the conditions making return or destruction infeasible. The BA shall continue to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 to prevent use or disclosure of the protected health information for as long as the BA retains the protected health information.

G. Miscellaneous

1. No Waiver of Immunity: No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671 *et seq.*, or the common law, as applicable, as now in effect or hereafter amended.
2. Disclaimer: DHS makes no warranty or representation that compliance by the BA with this Agreement, HIPAA or HITECH will be adequate or satisfactory for the BA's own purposes, regarding the security or privacy of its systems.
3. Regulatory Reference: A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
4. Amendments: The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of HIPAA Rules and any other applicable law. The Parties further agree to promptly enter into negotiations concerning amendment(s) to this Agreement upon request. All amendments must be in writing and signed by the Parties.
5. No Third Party Beneficiaries: Nothing express or implied in this Agreement is intended to confer any rights, remedies, obligations or liabilities whatsoever upon any person other than DHS, and the BA.
6. Effect on Contract: This Agreement is incorporated into the Contract as if set forth in full therein. The Parties expressly waive any claim or defense that this Agreement is not a part of the Contract between the Parties.
7. Interpretation and Order of Precedence:

- a. This Agreement supersedes and replaces any previous, separately executed Business Associate Agreement between the Parties.
 - b. This Agreement is the complete agreement of the Parties with respect to their BA relationship under the HIPAA and HITECH regulations.
 - c. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and HITECH.
 - d. Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and HITECH.
 - e. In the event of any conflict between the mandatory provisions of HIPAA and HITECH and the provisions of this Agreement, HIPAA and HITECH shall control. Where the provisions of this Agreement differ from those in HIPAA and HITECH, but are nonetheless permitted by HIPAA and HITECH, the provisions of this Agreement shall control.
8. Notice: Unless otherwise specified in this agreement, all required notices between the Parties shall be in writing and shall be hand delivered or sent by U.S. Registered Mail to the representatives at the addresses below. Any notice given to a Party under this Agreement shall be deemed effective upon: (i) delivery, if hand delivered; or (ii) the fifth business day after being sent by Registered Mail.

Department of Human Services Representative:

Name: Jami Severino

Title: Chief

Department: Bureau of Performance Management

Email: Jami.Severino@illinois.gov

Address: Harris II, 2nd Floor, 100 S Grand Avenue East
Springfield, IL 62762

Phone: 217/782-1128

Business Associate Representative:

Name: Deborah L. Skillrud

Title: Supervisor

City of Bloomington Township

Email: dskillrud@cityblm.org
Address: 607 S Gridley Street, Suite B
Bloomington, IL 61701
Phone: 309/434-2726

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Agreement effective date.

Department of Human Services

City of Bloomington Township

Grace B. Hou
Secretary

Deborah L. Skillrud
Supervisor

Date:

Date:

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DATE: September 26, 2022

FOR: Honorable Township Trustees

SUBJECT: Bid Approval for Request for Proposal by Evergreen Memorial Cemetery for a New Track Loader

RECOMMENDATION/MOTION: Recommend that the Request for Proposal by Evergreen Memorial Cemetery be awarded to AHW for a John Deere track loader in the amount of \$58,814.33, and the Supervisor be authorized to execute the necessary documents.

BACKGROUND: Cemetery staff deemed it necessary to purchase a new piece of equipment that could be used for heavy loads and readily available at a moment's notice, rather than having to wait up to two weeks on rental equipment. A decision was made at the August 8, 2022 Cemetery Trustees' meeting to issue an RFP for a new track loader.

A notice was published in the Pantagraph from August 17, 2022 to August 24, 2022 that an RFP was issued and sealed bids would be accepted through September 7, 2022, at 2:00 pm and opened at the Board of Trustees meeting on September 12, 2022, at 6:00 pm.

Three bids were received, opened, and read at the meeting on September 12, 2022. The Cemetery Board, Cemetery Manager, and Cemetery Ground Supervisor were present. The bids received were as follows:

Vendor	Price
AHW John Deere Track Loader	\$58,814.33
Birkey's Case Track Loader	\$67,750.00
Bobcat of Peoria Bobcat Track Loader	\$61,082.82

After careful review and noting that all bids met the specifications of the request and needs of the Cemetery's use for the equipment, the Trustees recommended the RFP be awarded to the lowest bidder, AHW.

Pursuant to state statutes 60 ILCS 1/85-30 and 60 ILCS 1/205-105, all purchases in excess of \$30,000 require Township Board approval. The Cemetery Board is respectfully requesting said approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Cemetery Staff, Township Supervisor, and the Pantagraph.

Respectfully submitted for Board consideration.

Recommended by:

Deborah L. Skillrud

Deborah L. Skillrud
Township Supervisor



Evergreen Memorial Cemetery
302 E. Miller St.
Bloomington, IL 61701

**REQUEST FOR PROPOSALS
RFP 2022-01 EQUIPMENT PURCHASE**

Evergreen Memorial Cemetery is accepting bids for the purchase of the following equipment type.

New Track Loader, 74HP, Tipping load minimum 6,200lbs, max width of 74 inches with bucket, joystick controls, enclosed cab w/HVAC, standard hydraulics, back up camera, 2 speed transmission, dirt bucket, and pallet forks

Bid to include expected delivery date.

Sealed bids accepted at Evergreen Memorial Cemetery.

To be considered the proposal must be delivered to the following address on or before the deadline. Proposal must include original signature by an individual able to legally represent the business selling the equipment. Sealed bids accepted at the following address through September 07, 2022, until 2:00 pm.

Please mark envelope to identify the proposal RFP 2022-01.

Evergreen Memorial Cemetery Office
302 E. Miller St.
Bloomington, IL 61701

Sealed bids will be opened on September 12, 2022, 6:00 pm at the Evergreen Memorial Cemetery Board of Trustees monthly meeting. Decision will be made thereafter.

We reserve the right to reject any and all bids.

Thank You!

**CITY OF BLOOMINGTON TOWNSHIP
EVERGREEN MEMORIAL CEMETERY**

TO: Township Trustees
FROM: Deborah L Skillrud, TWP Supervisor
DATE: September 26, 2022
RE: Township Supervisor's Report

Community Outreach: In an effort to educate and connect with the community, Township has embarked on a number of outreach opportunities. Caseworker Curtiss recently met with Heartland Community College to provide information for their Student Support Services' Success Coaching program which connects students with community resources. In addition, Township will participate with a booth at the following programs over the next several months:

- Heartland Community College Student Counseling Social Services Fair (September)
- Fifth Annual McLean County Behavioral Health Community Forum (October)
- McLean County Chamber of Commerce 2022 Nonprofit Showcase (November)

And while we will not be providing contractual or financial services as previously reported, Township continues to partner strongly with PATH for housing and Continuum of Care services.

Workfare Programs: The Wellness Lifestyle Classes continue to be held in person every Friday at 11:00 a.m. at The Junction Community Center at Home Sweet Home Ministries. Topics presented by Dr. Josh Johnson in August included optimal pH levels, sleep patterns, and various mineral benefits. Eleven active General Assistance clients are currently attending the classes. Both COBT clients and the general public are welcome to attend.

A General Assistance client was offered a permanent part-time position at the newly opened YMCA as a result of her Workfare placement.

POTS Recycling: The POTS recycle baler is at the end of its life. Service indicates the age and cost of rebuilding the cylinder on the existing baler will not guarantee longer life of usage. Township anticipates the need to purchase a rebuilt model prior to the end of this year at an estimated cost of \$10,000. The rebuilt model is also equipped with better safety guards for the front cage.

General Assistance: A four-year comparison of August activity for General Assistance is provided on the attached System Activity Report. For August 2022, one-hundred twenty-nine (129) applicants sought Township services. Of those, seventy-eight (78) are *potentially eligible* for General Assistance and fifty-one (51) are *potentially eligible* for Emergency Assistance.

Rural Township applicants: Hudson (1), Carlock (2), and Colfax (1).

Building Improvements: Township continues to work with Farnsworth Group on finalizing the RFP for building repairs and maintenance. Although no longer pursuing the warming and cooling center, modifications to improve the interior office spaces of the Assessor and Supervisor areas will still be included. Doing so better optimizes the building layout for all and positions Township to offer shared space to other agencies, such as was done temporarily with Tazwood Community Services during 2021.

Evergreen Memorial Cemetery (EMC): The 2022 Evergreen Cemetery Walk will be held in person on September 24-25 and October 1-2 with performances at 11:00 a.m. and 2:00 p.m. each day. Tickets are available through the McLean County Museum of History or Evergreen Memorial Cemetery websites, or in the Museum's gift shop.

General Assistance		<u>August 2019</u>		<u>August 2020</u>		<u>August 2021</u>		<u>August 2022</u>	
Grants (New Clients) :		16	\$4,864.00	7	\$2,094.75	6	\$1,914.00	7	\$2,392.00
Grants (Previous Clients) :		72	\$21,433.07	59	\$18,376.80	35	\$11,165.00	28	\$9,551.50
In-Process :		0		1		0		21	
Denials :		27		66		25		62	
Sanctions :		18		15		7		4	
Terminations :		21		23		8		10	
		154	\$26,297.07	171	\$20,471.55	81	\$13,079.00	132	\$11,943.50
General Assistance - Medical									
Referrals :		8		5		4		3	
Disbursements :		0		0		0		0	
		8	\$0.00	5	\$0.00	4	\$0.00	3	\$0.00
General Assistance - Work Program Assignments									
Job Training :		16		22		7		11	
Workfare :		29		22		14		10	
		45		44		21		21	
General Assistance - Work Program Expenses									
WF 30 Day :		57	\$1,824.00	0	\$0.00	16	\$512.00	11	\$352.00
WF 7 Day Bus :		5	\$50.00	0	\$0.00	2	\$20.00	3	\$30.00
WF Gasoline :		11	\$352.00	0	\$0.00	1	\$32.00	1	\$32.00
		73	\$2,226.00	2	\$64.00	19	\$564.00	15	\$414.00
Emergency Assistance									
Grants :		20	\$8,635.70	9	\$5,130.00	4	\$2,060.00	24	\$22,069.17
In-Process :		0		0		0		0	
Denials :		0		2		5		9	
		20	\$8,635.70	11	\$5,130.00	9	\$2,060.00	33	\$22,069.17
Additional Assistance									
GA - Transient :		4	\$38.00	0	\$0.00	0	\$0.00	5	\$50.00
Additional Activity									
		4	\$38.00	0	\$0.00	0	\$0.00	5	\$50.00
A Call (phone/fax/email) :		343		513		303		411	
A Face-to-Face :		565		260		182		168	
General - Intake :		66		35		65		1	
General - Orientation :		187		42		66		168	
General - Other :		5		4		46		95	
R - MCCA / LIHEAP :		5		2		13		70	
R - Other :		10		3				37	
WF - Appointment :		62		2		9		36	
WF - Sanction :		3		2		1		3	
WF - Work Sponsor Site :		184		146		109		33	
WF Training/Education :		56		61		26		8	
		1,486		1,104		828		1,063	
Grand Totals:		1,790	\$37,196.77	1,337	\$25,665.55	962	\$15,703.00	1,272	\$34,476.67



Steven R. Scudder, Assessor

607 S. Gridley St. Suite A, Bloomington, IL 61701

Tel: (309) 828-6016 Fax: (309) 829-0663

stevenr@assessor-blm.com www.assessor-blm.com

To: Town Trustees
From: Steve Scudder
Date: September 22, 2022
Subject: Assessor Report

Assessments have been turned in to the County. Publication date will be in the next few weeks. Once published will start the 30 window to file a complaint with the County Board of Review.

Attached is the school district assessed value report. This is the total assessed value of the city broken down by school district.

Exemptions on the report have not been updated.

School Districts

District 87, Unit 5, Unit 16 (Olympia), Unit 3 (Tri-valley)

Any questions or comments?

School District Assessed Value Report

Total Assessed Value for the City of Bloomington	\$2,081,416,279
Sum of Exemptions	\$157,202,600
Total Assessed Value less Exemptions	\$1,924,213,679

School District 005	Total Assessed Value	1,135,558,213
Count		
8864	General Homestead	\$53,574,229
1831	Senior Citizen	\$9,459,086
250	Senior Freeze	\$1,074,495
105	Home Improvement	\$780,472
4	Model Home	\$246,524
132	Disabled Vet	\$7,217,453
2	Returning Vet	\$10,000
63	Disabled	\$126,000
	Total AV Less Exemptions	1,063,069,954

School District 87	Total Assessed Value	\$945,841,917
Count		
10064	General Homestead	\$60,965,729
2709	Senior Citizen	\$13,981,711
834	Senior Freeze	\$3,263,772
99	Home Improvement	\$648,768
0	Model Home	\$0
150	Disabled Vet	\$5,574,361
0	Returning Vet	\$0
140	Disabled	\$280,000
	Total AV Less Exemptions	\$861,127,576

Unit 016	Total Assessed Value	\$0
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Unit 003	Total Assessed Value	\$16,149
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