

CHAMPAIGN COUNTY, ILLINOIS  
**COMMITTEE MINUTES**

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**PUBLIC AID APPEALS COMMITTEE**

**Tuesday, September 9, 2008**

**Brookens Administrative Center, Meeting Room 3  
1776 E. Washington St., Urbana**

9:00 a.m.

**MEMBERS PRESENT:** Linda Abernathy, Michael Babb, George Burnison, Ronald Starwalt, C. Pius Weibel

**MEMBERS ABSENT:** None

**OTHERS PRESENT:** Kat Bork (Administrative Secretary), Carol Elliott (Cunningham Township Supervisor), Fred Grosser (Cunningham Township Attorney), Deana Landess (Cunningham Township Case Worker), Susan McGrath (Senior Assistant State's Attorney), Latoya Sanford (Cunningham Township Intern), Appellant #02.57

**CALL TO ORDER**

Weibel called the meeting to order at 9:02 a.m.

**ROLL CALL**

The Recording Secretary called the roll. Abernathy, Babb, Burnison, Starwalt, and Weibel were present at the time of the roll call, establishing the presence of a quorum.

**APPROVAL OF AGENDA/ADDENDUM**

**MOTION** by Burnison to approve the agenda for the meeting; seconded by Abernathy.  
**Motion carried with all ayes.**

**APPROVAL OF MINUTES**

**MOTION** by Starwalt to approve the Public Aid Appeals Committee minutes of October 9, 2007; seconded by Babb. **Motion carried with all ayes.**

**PUBLIC PARTICIPATION**

There was no public participation.

**PUBLIC AID APPEAL FROM CUNNINGHAM TOWNSHIP REGARDING APPELLANT #02.57**

**Receipt of Evidence from Appellant and Township**

The committee waited until Susan McGrath arrived and then proceeded with the hearing. Appellant #02.57 addressed the committee first. The appellant stated he began the case approximately on July 10, 2008 and had given Cunningham Township all the information he had. Appellant #02.57 stated he has less than \$223 in monthly income; therefore he should be eligible for public aid under the township's eligibility requirements. He stated he was after the medical card more than the financial assistance. He receives \$19 per week in unemployment benefits because \$26 is taken out for child support. The appellant described some of the documentation that he provided to the township and stated he gave the office everything they requested.

Burnison asked Appellant #02.57 whether he was currently employed. Appellant #02.57 stated he had worked 12 days at the Whitehorse Inn performing light industrial work to refurbish the building. He did not think there will be much more work for him at this location. Burnison asked if the appellant had received any money from the township. Appellant #02.57 answered that he had not and he had been consistently looking for work. He was offered a job at the Whitehorse Inn as doorman and doing some cleaning, but he did not think he could take the job because of his obligations with his children. Weibel inquired about the lawsuit settlement that was paid to the appellant and the information regarding this settlement that he failed to provide to the township office. Appellant #02.57 stated the National City Bank was involved in the litigation and it involved an insurance claim. The appellant was indemnified for an insurance loss and the claim of \$14,500 was paid following four years of litigation. The appellant confirmed he received the settlement and used it all to pay bills. Abernathy asked if the appellant provided documentation on the settlement amount and the bills paid with the settlement to the township office. Appellant #02.57 said he did not have any documentation because he moved to Florida for nine months and paid the bills with money orders and cashier checks. Abernathy asked when the appellant received the settlement. Appellant #02.57 stated it was received in January 25, 2008. He was in Florida from November 1, 2007 to March 2008. Abernathy questioned the appellant if he understood his responsibility to provide income statements to the township in order to be considered for township assistance. Appellant #02.57 confirmed he was aware of the responsibility. When Abernathy asked about the \$26 paid in child support from the appellant's unemployment checks. The appellant explained the child support was taken out of his check and he did not voluntarily pay it. He was trying to get the limited medical coverage provided through township assistance to get a dental exam. Weibel asked where the appellant lived and the appellant answered Steer Place, an unemployment housing facility. Appellant #02.57 provided the township office with his lease and a 21-year-old divorce decree. He did not know why the township wanted this information. Weibel asked if the appellant was currently receiving unemployment income. Appellant #02.57 confirmed he was and had been receiving it for five or six weeks. He was receiving unemployment income for grading exams at the Pearson Company in April or May 2008.

Weibel exited the meeting at 7:19 a.m. and re-entered at 7:20 a.m.

Appellant #02.57 described how he applied for township aid and was denied. Burnison asked the Cunningham Township Supervisor if Appellant #02.57 would be eligible for township

assistance. Elliott stated Appellant #02.57 submitted an application on June 26, 2008 and described the application process for general assistance. The township office sought advice from the Department of Policy & Procedures in Springfield regarding gross amounts of unemployment and whether child support is considered. The Downstate General Assistance Manual instructs townships to count the gross amount of unearned income. The appellant was not eligible for township assistance based on his income level. Appellant #02.57 interjected that he never received an unemployment check in the amount stated by Elliott and asked how the township office learned of his employment income when he did not provide that information. Elliott confirmed the township has a check stub as evidence. Abernathy asked the appellant if there was a reason the Cunningham Township Office was not given timely information about his unemployment income. Appellant #02.57 claimed he did not have the information and was not receiving unemployment in July. At the appellant's request, Elliott provided the dates on which the appellant's unemployment checks were issued. Appellant #02.57 stated the office sent it the check two weeks later. Burnison asked the appellant whether he was physically able to work, to which the appellant answered he was able to work. The appellant had no other evidence to present.

Grosser asked for a recess before the township presented its evidence. The recess was granted by Weibel. Elliot and Grosser exited the meeting and returned shortly. Grosser stated he had questions for the appellant. Grosser asked the appellant questions about his lawsuit settlement. Appellant #02.57 stated he sued Colonial Pantry or their insurance company for destroying property in his basement and received a settlement of about \$15,000. The reason given for not providing a copy of the signed settlement agreement to the township as requested was that his lawyer, Cynthia Morgan, had the settlement agreement, but he did not want to call her for it because he was disgusted with the performance of the lawyers on the case.

Starwalt asked how many jobs the appellant had applied for in the last six months. Appellant #02.57 surmised he had applied for twenty jobs and gotten his insurance license renewed. The appellant stated he has a college degree in finance. He stated he has applied for employment at the University of Illinois, in the insurance industry, and at grocery stores but his back was not up to it.

Grosser asked to have the township's witnesses sworn in and this was done by McGrath. Sanford, an intern at the Cunningham Township Office, answered Grosser's questions and identified the documents he presented. Township Exhibit #1 was the application for township assistance completed by the appellant and dated June 25, 2008. Sanford stated the appellant was sent an intake packet and seen for an intake interview. Township Exhibit #2 was the front cover of the intake packet. The intake packet is a series of documents for the appellant to complete or have completed by a third party before the intake appointment. Township Exhibit #3 was a letter from the Housing Authority stating Appellant #02.57 lives at Steer Place and has no income, therefore pays no rent. Township Exhibits #4 & #5 were two check stubs from Pearson that the appellant provided in the intake interview. Sanford explained the check dated May 30, 2008 was for \$239.34, so the appellant had income when he applied for township assistance. Township Exhibit #6 was a letter Sanford sent to the appellant stating that further information was needed from him, including his divorce decree and Veterans Administration medical benefits because the appellant put a draft number on his application. Sanford later learned the appellant had not been in military. Township Exhibit #7 was a second letter from Sanford to the appellant because more information was needed,

including a current bank statement from National City and proof of a settlement. Sanford requested the settlement because a routine review of the Circuit Clerk's online records showed the appellant might have received a settlement from a lawsuit; the appellant had not volunteered this information. The first letter was returned to the township office because it was addressed to the wrong apartment. The second letter was sent to the correct address. Township Exhibit #8 was the resent letter to the correct address. Township Exhibit #9 was a denial of assistance mailed to the appellant on July 21, 2008 that was subsequently revoked because of the returned letter. The appellant was denied township assistance on the basis of his failure to provide the requested information, including any information on his settlement. Township Exhibit #10 was a letter granting the appellant an extension to provide the requested information until August 1, 2008. Township Exhibit #11 was the appellant's unemployment check stub. Township Exhibit #12 was a general affidavit made by the appellant to a notary public stating "All of the Funds from the Insurance Settlement of January 2008 have been exhausted. There are no funds and no accounts remaining with National City Bank." The appellant still declined to tell the township office the amount of his insurance settlement when he submitted this statement. The affidavit was the only proof of his settlement that the appellant was willing to give the township office. Township Exhibit #13 was a denial of township assistance issued on August 6, 2008 due to the appellant's failure to provide sufficient information. Township Exhibit #14 was the notice of appeal filed by the appellant. Township Exhibit #18 was a fax from the Work Number Social Services agency documenting that the appellant was employed by NCS Pearson longer the appellant had stated and the amounts he was compensated by the company in April and May 2008. The appellant received \$441 in April and \$2,640.93 in May by working for Pearson. These amounts differ from the information provided by the appellant on his application for township assistance. There were no other questions for the witness.

Weibel opened the floor to questions from the committee. Abernathy asked why the insurance settlement was important. Elliott explained such a settlement is considered an asset and the township office is required to verify an applicant's income and assets. The appellant never provided the office with information on the settlement amount or how it was spent. Landess stated the appellant did not present the settlement information to the township; it was the township office that notified the appellant that they had found documentation during their routine process indicating he had received a financial settlement from a lawsuit. The appellant refused to provide any documentation on this settlement. In regards to the income received by the appellant from Pearson, Elliott explained that income received before application date is an asset. The township office has to verify this information to see how an applicant was supporting himself and how this has changed, making him eligible for assistance. Burnison asked if the appellant had a fixed child support payment. The appellant stated he did and that the court demanded about \$1,800 out of his insurance settlement to pay some outstanding child support. He claimed there was a drastic mistake on the Pearson income statement because he was paid much less than the income statement listed. The committee continued to review the evidence provided by the township office. Elliott stated the township office needed the settlement agreement and the appellant refused to provide it, so he was denied for assistance based on insufficient information.

Weibel asked if the appellant could provide documentation contradicting the Pearson income statement offered into evidence by the township office. The appellant had no such documentation and argued that the amounts were incorrect. The appellant claimed he did not work

for Pearson at all in May 2008. Landess verified the income statement amounts matches the Pearson paystubs the appellant provided.

Grosser called Landess as his next witness. Landess confirmed she was a Cunningham Township Case Worker who supervised Sanford.

Appellant #02.57 requested to question Sanford. Weibel allowed the questions. Appellant #02.57 asked Sanford about the number of cases she has handled at the Cunningham Township Office. Sanford stated she has been an intern in the office since May and could not give the exact number of cases she has handled. The appellant asked what his income in May had to do with his application for township assistance in June. Sanford reiterated what Elliott has previously explained about the income being considered an asset that has to be reported. Appellant #02.57 again claimed the Pearson income statement was wrong.

Landess described her role as a Case Worker and the township's efforts to gather the required information from the appellant. The information initially provided by the appellant about his employment and income did not correspond with the information the township received from other sources, including the unemployment office. The appellant also declined to provide other relevant information to the township office. When Appellant #02.57 had an interview at the township office and it was explained to that he was not eligible for the full assistance amount because he received unemployment income, the appellant said he would sell more insurance and exited the office. Appellant #02.57 called the office later the same day to ask Landess if he was eligible for the medical aspects. Landess informed the appellant that a person is eligible for the medical if they are eligible for at least \$1 of general assistance. The appellant decided he wanted to withdraw his withdraw and continue with the application process to get the medical aspects. There were no other questions for the witness.

Grosser called Carol Elliott as his next witness. Elliott described her role as the Township Supervisor and involvement in this case. Elliott did speak to Appellant #02.57 on the phone to explain that the affidavit from the appellant himself was insufficient evidence that the settlement money has been completely expended. She asked the appellant for legal documents concerning the settlement. She was told by the appellant that he had no such documents because he was in Florida and he was not happy with his attorney who handled the case. When Elliott started to explained what the appellant's options were regarding township assistance, Appellant #02.57 said he was done with the township and suggested they close up their doors and get real jobs. At this point, Elliott terminated the phone call. Elliott was able to determine from the Pearson check stubs that Appellant #02.57 had a bank account that did not match the information he provided to the township office on his application for assistance. Township Exhibit #16 was a printout from a website that enables a bank search with a check routing number. Through this website, Elliott determined the account was in Wachovia Bank. Township Exhibit #17 is a letter from Wachovia Bank dated September 4, 2008 verifying the appellant had two checking accounts. The first checking account had a balance of \$135.57 on June 26, 2008 and was closed on August 4, 2008. The second checking account was closed on May 27, 2008. The appellant had listed the University of Illinois Credit Union as his only bank account on his application. Elliott described the appeal process after an application is denied and the applicable policies in Township Exhibits #19-#28. She confirmed all of the items requested by the township office from the appellant were required by

the Downstate General Assistance Manual. An informal pre-hearing conference was scheduled and Appellant #02.57 failed to show up to discuss the case.

Grosser offered Township Exhibits #1-28 into evidence. Appellant #02.57 had no objection to any of the exhibits. Weibel offered to take a recess to allow the appellant to examine the exhibits. Appellant #02.57 declined the offer and asked for Elliott to read the settlement exclusions in Township Exhibit #24. Elliott read the section on assets. Appellant #02.57 stated the insurance settlement was an indemnification for a loss he already had and was not income. Grosser stated the Circuit Clerk docket sheet printout shows it was a lawsuit settlement against Colonial Pantry, not an insurance claim. Appellant #02.57 stated one of the bank accounts was not his and that the unemployment income was \$6 off of his actual amount. Elliott explained the appellant was not denied based on his unemployment benefits. Appellant #02.57 claimed one of the bank accounts belonged to his sister. The township confirmed the bank accounts were under the appellant's name and social security number. The appellant had no other questions for the witnesses or about the township's evidence.

**MOTION** by Babb to accept into evidence Township Exhibits #1-28; seconded by Burnison. **Motion carried with all ayes.**

Weibel declared a five-minute recess before the hearing proceeded.

Closed Session Pursuant to 5 ILCS 120/2(c)(4) to Consider Evidence or Testimony Presented in Open Hearing to This Quasi – Adjudicative Body

**MOTION** by Burnison to closed session pursuant to 5 ILCS 120/2(c)(4) to consider evidence or testimony presented in open hearing to this quasi – adjudicative body. He further moved the following individuals remain present: the Recording Secretary and the County's legal counsel. The motion was seconded by Starwalt. **Motion carried with a vote of 5 to 0.** Abernathy, Babb, Burnison, Starwalt, and Weibel voted in favor of the motion. The township representatives, township's legal counsel, and Appellant #02.57 exited the meeting room. The committee entered into closed session at 10:35 a.m. The committee resumed open session at 10:52 a.m. The township representatives, township's legal counsel, and Appellant #02.57 re-entered the meeting room.

Announcement of Decision

**MOTION** by Burnison to uphold the Cunningham Township's decision to deny Appellant #02.57 general assistance benefits; seconded by Starwalt. **Motion carried with a vote of 5 to 0.** Abernathy, Babb, Burnison, Starwalt, and Weibel voted in favor of the motion.

**OTHER BUSINESS**

There was no other business.

**ADJOURNMENT**

The meeting was adjourned at 11:02 a.m.

Respectfully submitted,

Kat Bork

Administrative Secretary

*Secy's note: The minutes reflect the order of the agenda and may not necessarily reflect the order of business conducted at the meeting.*