

**Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois**

March 20, 2001



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## March 20, 2001

The McLean County Board met on Tuesday, March 20, 2001 at 9:00 a.m. in Room 700 of the Law and Justice Center, 104 W. Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

Invocation was given by Member Rodman and was followed by the Pledge of Allegiance.

### The following Members answered to roll call:

Members Sue Berglund, Diane Bostic, Bill Emmett, George Gordon, Stan Hoselton, Susie Johnson (late), Adam Kinzinger, Robert Nuckolls, Benjamin Owens, Jack Pokorney, Tari Renner, Ray Rodman, Eugene Salch, Paul Segobiano, David Selzer, Joseph Sommer, Matt Sorensen, Robert Arnold, Duffy Bass, and Michael Sweeney.

### Proceedings of February Meeting:

The Proceedings of the February 20, 2001 meeting had been submitted to each Member of the County Board prior to this meeting. Members Segobiano/Renner moved the County Board approve the Minutes as submitted. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

### Appearance by Members of the Public and County Employees:

Ms. Gretchen E. Knapp a Member of Illinois Power Customers United to Save Our Trees spoke to the Board to inform them of the consequences of the proposed Illinois Power Vegetation Management Tariff on County residents and to asked the Board to file a petition with the Illinois Commerce commission to intervene in the Illinois Power Vegetation Management Tariff.

Mr. Neale McCormick, Chairman of the Board of the Airport Authority, and Mr. Mike LaPier, Director of Aviation at Airport spoke to the Board regarding growth at the Airport. Mr. McCormick stated the Central Illinois Regional Airport is now the fourth busiest airport in Illinois and has been ranked second in growth over the last five years. Mr. McCormick showed the Board plans for the new terminal building. He explained the 14.5 million-dollar building and 12.5 million-dollar site work cost would be paid for by the passengers arriving or departing from Bloomington at \$4.50 per ticket. He estimated they would be able to move into the new terminal in August or September. Mr. McCormick also stated the new air traffic control tower should be competed in July. He

stated the runways need to be widened to accommodate use in all weather conditions. Member Hoselton asked if the control tower would be open longer hours. Mr. McCormick stated the FAA sets the hours of operations for the towers. Member Renner asked what the impact would be of a third airport in Chicago. Mr. McCormick stated he thinks that what makes our airport competitive is service and price. Member Gordon asked if the expansion of the runway from 100' to 150' was for one runway or both. Mr. McCormick answered that this was only for one. The other is already 150'. Member Segobiano stated it was a pleasure to have Mr. McCormick there updating the Board on the positive things that are happening. Member Kinzinger mentioned Peoria implemented free parking and wondered what impact that had. Mr. McCormick extended an invitation to anyone who wanted to take a tour of the project at the Central Illinois Regional Airport.

## **Gretchen E. Knapp**

---

R.R. #1 Box 346-G ❖ Bloomington, IL 61704 ❖ 309/378-5627 ❖ geknapp@davesworld.net

14 March 2001

McLean County Board  
Law & Justice Center

Dear McLean County Board Members:

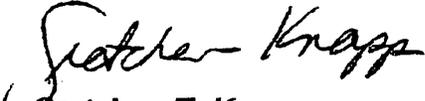
On behalf of Bloomington-Normal chapter of the citizens' group, Illinois Power Customers United to Save Our Trees (IPCUSOT), I am writing to ask if I may speak to you at the board meeting scheduled for March 20.

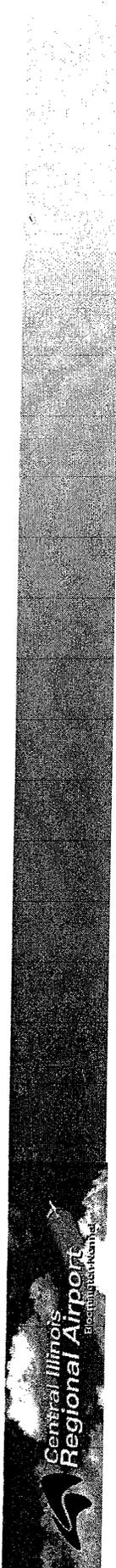
I have two purposes in making this request. The first is to inform county board members of the consequences of the proposed Illinois Power Vegetation Management Tariff on county residents. The second purpose is to ask the county board to file a petition with the Illinois Commerce Commission to intervene in the Illinois Power Vegetation Management Tariff.

If an easel and an overhead projector could be provided to facilitate my brief presentation, that would be much appreciated.

Thank you for considering my request. I look forward to hearing from you.

Very truly yours,

  
Gretchen E. Knapp



# Growth at Central Illinois Regional Airport



## Passenger Traffic Growth

- ◆ 1997 CIRA fastest growing non-hub airport in the United States.
- ◆ 1998 CIRA second fastest growing non-hub airport in the United States.
- ◆ 1999 passenger increase of 14.1% over 1998.
- ◆ 2000 passenger increase of 9.2% over 1999.



# 2009 Traffic Results fourth busiest airport in Illinois for second consecutive year



## 5 Fastest Growth Airports '96 – '00

Rank	Airport	'96	'97	'98	'99	'00	Growth
1	Manchester	500	560	972	1,413	1,585	241.6%
2	Bloomington- Normal	84	143	194	224	242	200.6%
3	Flint	153	230	274	325	336	153.7%
4	Myrtle Beach	506	526	605	648	791	150.0%
5	Providence	1,244	2,037	2,312	2,573	2,722	120.4%

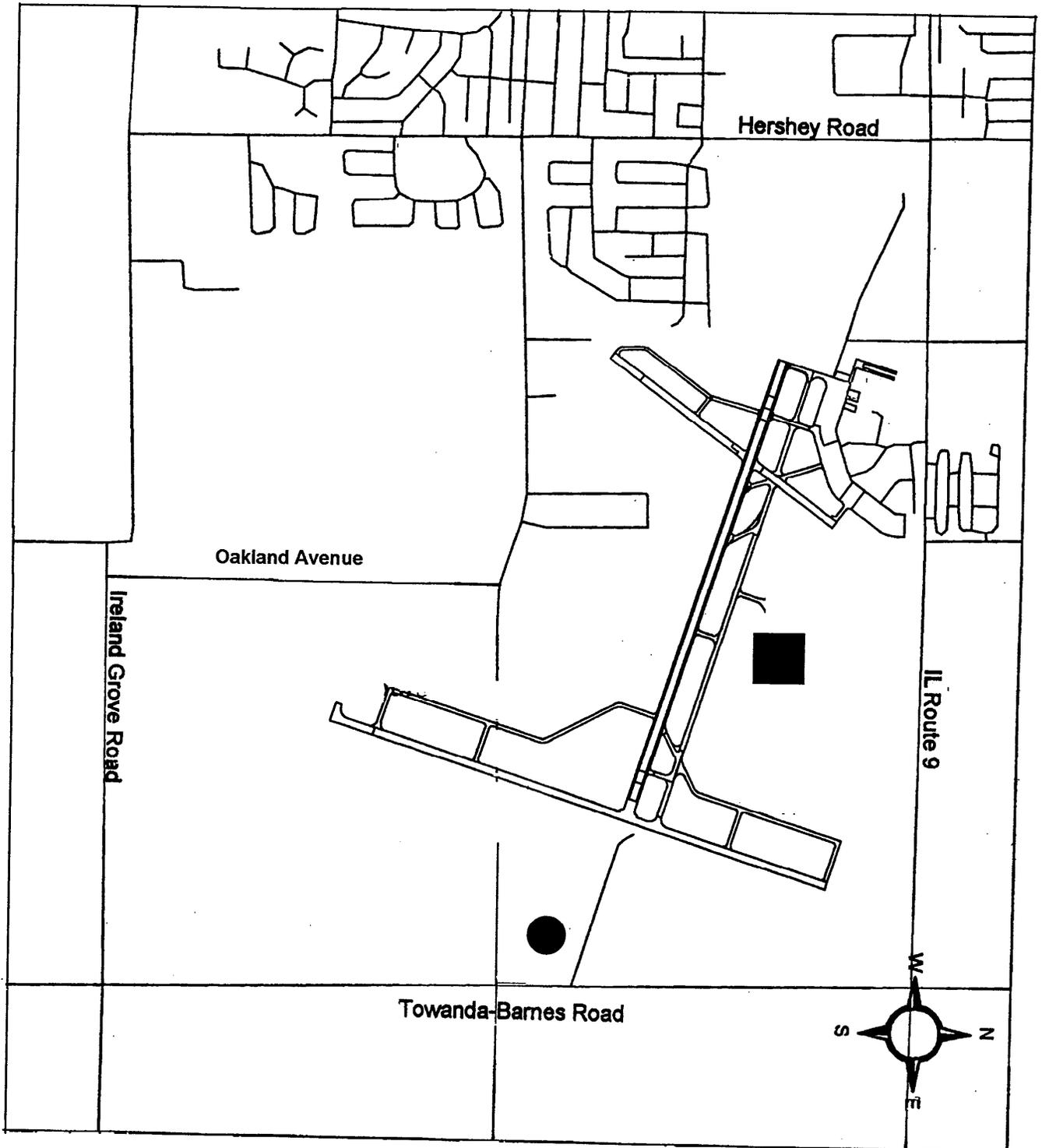
Source: Airports:USA Forecast Data. The Boyd Group/ASRC

## **Central Illinois Regional Airport**

- ◆ Approximately 58 arrivals & departures daily
- ◆ Nonstop service to Chicago, St. Louis, Detroit, Minneapolis, Atlanta and Omaha, one stop to Denver
- ◆ Northwest Jet service to Detroit began on 5/01/00
- ◆ United Express service to Chicago began 9/06/00
- ◆ American Eagle began jets to Chicago 10/02/00

# New Terminal Building Construction at CIRA





## Current

- ◆ 28,000 square feet, built in 1972
- ◆ Parking spaces: 1450
- ◆ Retail Space: 3,400 square feet. 2,980 for restaurant facility
- ◆ Ticket Counters: 4

## New

- ◆ 103,000 square feet
- ◆ 2,900 initially. 4,300 ultimately
- ◆ Retail Space: 6,000 square feet, 3,327 for restaurant facilities
- ◆ Ticket Counters: 7

## Current

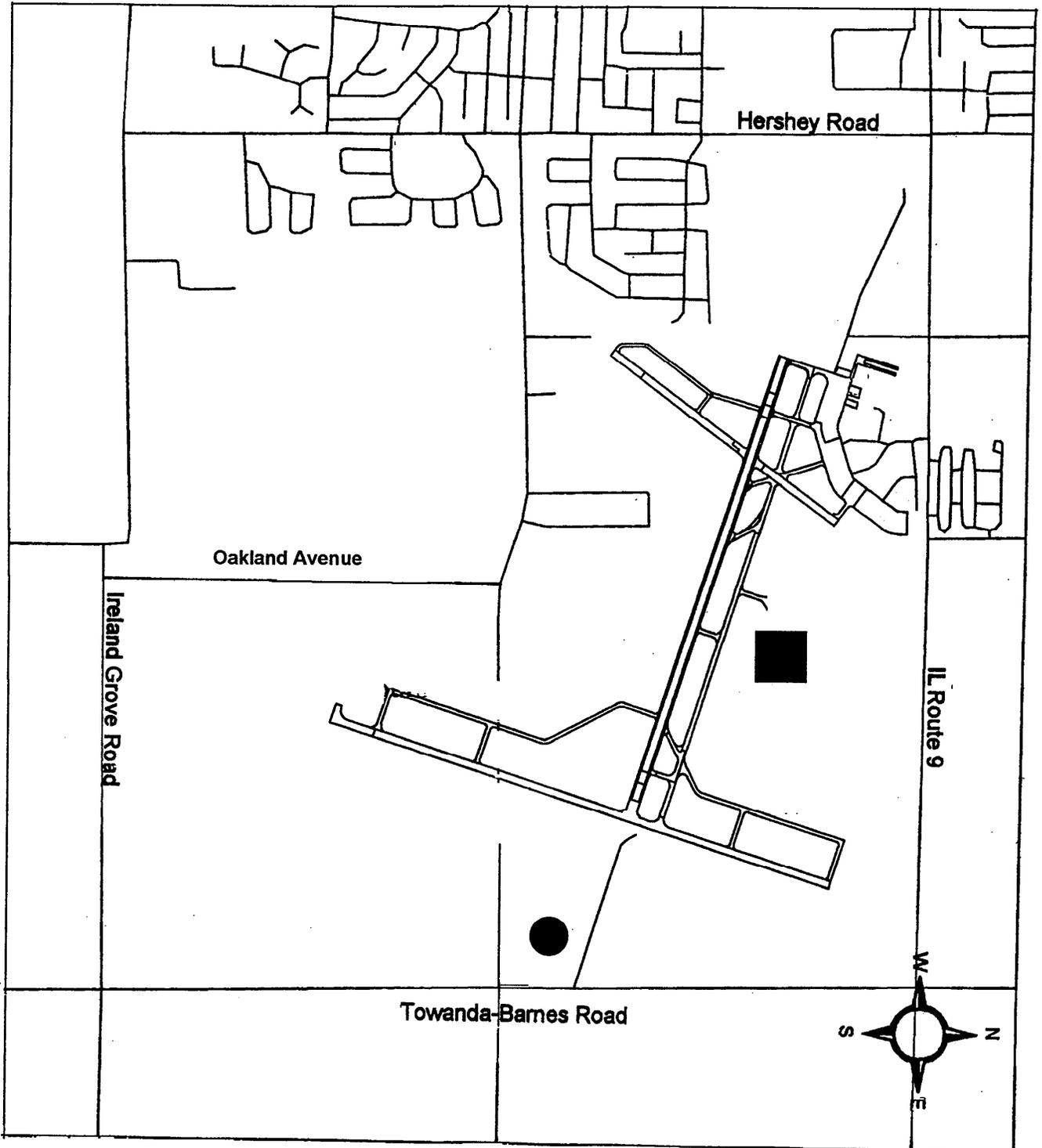
- ◆ Baggage carousel: 1
- ◆ Public Restrooms: 4

## New

- ◆ Baggage carousels: 2 with 5 times the capacity
- ◆ Public Restrooms: 8

- ◆ Terminal Building ◆ \$14.5 million
- ◆ Sitework associated w/new building ◆ \$12.5 million
- ◆ PFCs to be collected ◆ \$12 million
- ◆ Balance remaining ◆ To be paid through existing Airport funds, no tax revenues
- ◆ Local Share of Sitework ◆ \$1.2-\$1.5 million

- ◆ 2/23/00 - Bid Documents available to contractors
- ◆ 4/10/00 - Contractors Bids due 1:00pm
- ◆ 4/26/00 - Contract awarded to BRH Builders
- ◆ Week of May 8<sup>th</sup>, 2000-Ground Breaking
- ◆ 8/1/01 – Beneficial Occupancy of Building
- ◆ 9/1/01 - Grand Opening



## **Air Traffic Control Tower Project Costs**

- ◆ 68' to floor
- ◆ Base Building
- ◆ Relocation of lighting controls
- ◆ Total Construction Costs: \$6.1 million
- ◆ CIRA Share: 10%, Remainder paid through AIP Funds

- ◆ 2/7/00 Bids out
- ◆ 3/15/00 Bids Opened
- ◆ 4/3/00 Bid Awarded to Felmley  
Dickerson
- ◆ 4/24/00 Ground Breaking
- ◆ 4/30/01 Partial Occupancy
- ◆ 07/01/01 Final Completion

# Airborne Express

18

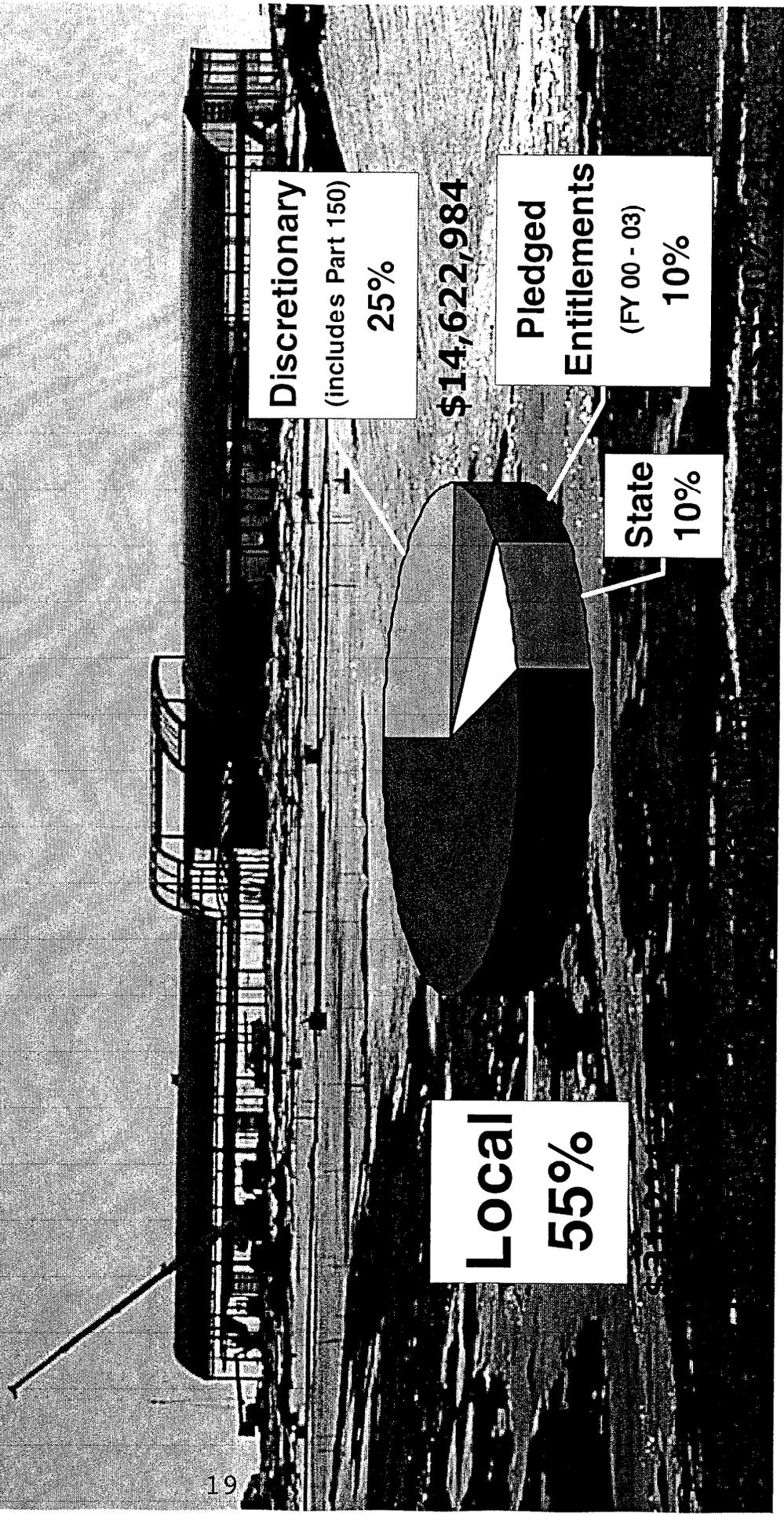
Began twice daily flights for small package  
delivery from a new facility at CIRA on October  
2, 2000



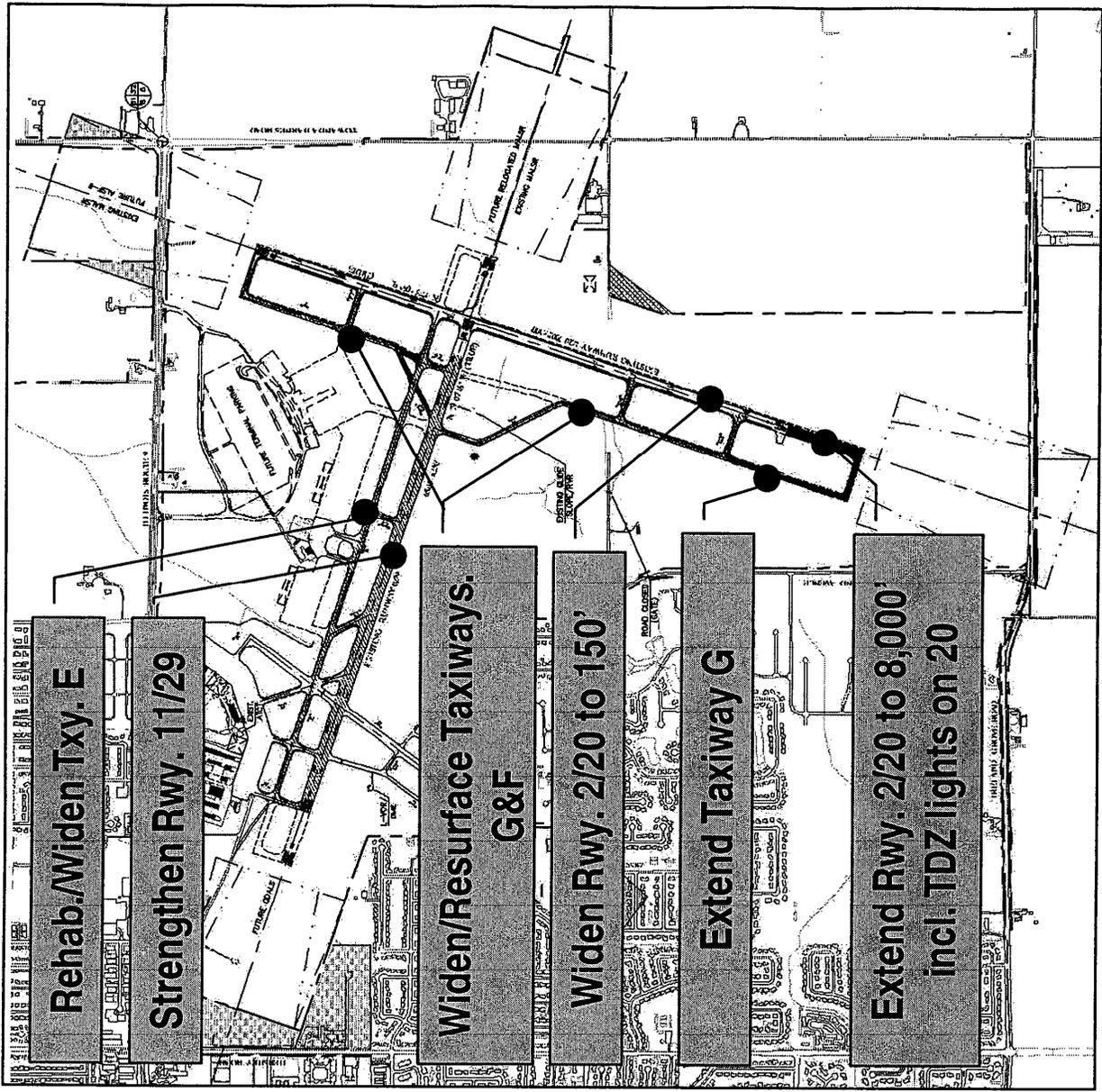
# THE SITUATION...

## Existing Airport Development Program Funding Sources

(1998-2003)



# THE PROGRAM...



- **Letter of Intent (LOI) Program:**
  - Requested federal participation: \$24.3 million
  - Approximately \$4.9 million annually over 5 years

Consent Agenda:

Chairman Sweeney questioned if there were items any Member would like removed. Member Salch asked for Item 7B to be removed. The amended Consent Agenda read as follows:

7. **CONSENT AGENDA:**

A. **County Highway Department - Jack Mitchell, Engineer**

**RESOLUTIONS:**

- 1) Request for Approval of Township/County MFT bids of letting on March 1, 2001
- 2) Request for Approval of Equipment bids of letting on March 1, 2001
- 3) Request for Approval of Vehicle Purchases from State bid

**PETITIONS:**

- 1) Request for Approval of Lexington Bridge Petition for the Construction of a Drainage Structure

B. **Building & Zoning - Charles Wunder, Director**

**Zoning Cases: Deny the map amendment application of James Yoder, Trustee of Trust No. YHMP-1 and James Shirk, Trustee of Trust No. H-162, for a map amendment to change the zoning classification of 153 acres of property from a designation of A-Agriculture District to a designation of R-1 Single Family Residence District. This property is part of Sections 27 and 34, Township 23N, Range 2E of the 3<sup>rd</sup> Principal Meridian and is located in Bloomington Township immediately south of Road 925N (Hendrix Road), approximately ¾ mile east of U.S. Route 51, immediately east of the former Illinois Central Railroad and west of the Crestwicke area.**

C. **Transfer Ordinances**

D. **Other Resolutions, Contracts, Leases, Agreements, Motions**

**Property Committee**

- a) Request for Permission to Hold a Candlelight Vigil and Display Ribbons on the North Courtyard of the Law and Justice Center to Provide Awareness of Child Abuse Prevention and Awareness Month - Facilities Management

E. Chairman's Appointments with the Advice and Consent of the County Board:

APPOINTMENTS:

McLean County Regional Planning Commission

Ms. Christine Brauer

c/o McLean County Regional Planning Commission

211 West Jefferson Street

Bloomington, Illinois 61701

Appointed for a Three Year Term to Fill the Vacancy

Created By the Expiration of Ms. Lois Mills' Term

on December 31, 2000

Current Term Expires December 31, 2003

Octavia Fire Protection District

Mr. Kent Peterson

R.R. 2, Box 110

Colfax, Illinois 61728

Appointed to Fill a Newly-Created Position

Mr. John Bradley "Brad" Putnam

R.R.1, Box 14

Cropsey, Illinois 61731

Appointed to Fill a Newly-Created Position

REAPPOINTMENTS

Octavia Fire Protection District

Mr. Mark Miller

201 East North Street

Colfax, Illinois 61728

Reappointed for a Three Year Term to Expire

On April 30, 2004

b)

RESIGNATIONS

*NONE*

F. Approval of Resolutions of Congratulations and Commendation

- 1) Request for Approval of a Resolution of Congratulations  
Bloomington Junior High School Boys' Basketball Team

**RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY  
FOR AWARD OF COUNTY AND ROAD DISTRICT MOTOR FUEL TAX PROJECT**

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on March 6, 2001, for a letting held on March 1, 2001 for McLean County and twenty-nine (29) Road District 2001 MFT Maintenance Sections, and,

WHEREAS, the Transportation Committee duly approved the bids on March 6, 2001, now, therefore,

BE IT RESOLVED by the County Board of McLean County that they award the following materials and contracts:

**2001 MFT MAINTENANCE SECTIONS:**

**Beniach Construction Company, Hindsboro, Illinois, was the successful bidder on the following sections:**

McLean County .....	Sec. 01-0000-00-GM.....GR. 2 .....	@ \$	173,550.32
Allin Road District .....	Sec. 01-0100-00-GM.....GR. 1A .....	@ \$	13,240.00
Allin Road District .....	Sec. 01-0100-00-GM.....GR. 2A .....	@ \$	7,422.00
Anchor Road District .....	Sec. 01-0200-00-GM.....GR. 2A .....	@ \$	16,500.00
Arrowsmith Road District .....	Sec. 01-0300-00-GM.....GR. 2A .....	@ \$	48,672.00
Bellflower Road District .....	Sec. 01-0400-00-GM.....GR. 2A .....	@ \$	28,369.50
Bloomington Road District .....	Sec. 01-0500-00-GM.....GR. 2 .....	@ \$	50,017.50
Cheney's Grove R. D. ....	Sec. 01-0800-00-GM.....GR. 2A .....	@ \$	59,947.00
Chenoa Road District .....	Sec. 01-0900-00-GM.....GR. 2 .....	@ \$	31,230.00
Cropsey Road District.....	Sec. 01-1000-00-GM.....GR. 2 .....	@ \$	20,340.00
Dawson Road District .....	Sec. 01-1300-00-GM.....GR. 2A .....	@ \$	35,674.13
Downs Road District .....	Sec. 01-1400-00-GM.....GR. 2 .....	@ \$	50,737.50
Gridley Road District .....	Sec. 01-1800-00-GM.....GR. 1A .....	@ \$	22,460.00
Gridley Road District.....	Sec. 01-1800-00-GM.....GR. 2A .....	@ \$	37,549.20
Hudson Road District .....	Sec. 01-1900-00-GM.....GR. 2A .....	@ \$	30,602.88
Martin Road District .....	Sec. 01-2200-00-GM.....GR. 2A .....	@ \$	46,686.20
Money Creek Road District ....	Sec. 01-2300-00-GM.....GR. 2A .....	@ \$	17,166.00
Normal Road District .....	Sec. 01-2500-00-GM.....GR. 2A .....	@ \$	21,940.00
Old Town Road District .....	Sec. 01-2600-00-GM.....GR. 2 .....	@ \$	72,300.00
Towanda Road District .....	Sec. 01-2800-00-GM.....GR. 2 .....	@ \$	16,480.00
West Road District .....	Sec. 01-2900-00-GM.....GR. 2A .....	@ \$	21,472.40
White Oak Road District .....	Sec. 01-3000-00-GM.....GR. 2 .....	@ \$	13,620.00
Yates Road District .....	Sec. 01-3100-00-GM.....GR. 2 .....	@ \$	107,212.50

**Emulsicoat, Inc., Urbana, Illinois, was the successful bidder on the following sections:**

Empire Road District .....	Sec. 01-1600-00-GM.....GR. 17 .....	@ \$	13,500.00
Lawndale Road District .....	Sec. 01-2000-00-GM.....GR. 17 .....	@ \$	22,500.00

**Rowe Construction Co., Bloomington, Illinois, was the successful bidder on the following section:**

Dale Road District .....	Sec. 01-1100-00-GM.....GR. 2 .....	@ \$	44,720.00
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Danvers Road District.....	Sec. 01-12000-00-GM.....GR. 2.....@ \$	37,900.00
Dry Grove Road District.....	Sec. 01-15000-00-GM.....GR. 2.....@ \$	63,170.00
Funk's Grove Road District.....	Sec. 01-17000-00-GM.....GR. 2.....@ \$	19,455.00
Mount Hope Road District.....	Sec. 01-23000-00-GM.....GR. 2.....@ \$	37,610.00
Randolph Road District.....	Sec. 01-27000-00-GM.....GR. 2.....@ \$	39,090.00

**Vulcan Signs, Foley, Alabama, was the successful bidder on the following section:**

McLean County ..... Sec. 01-00000-00-GM.....GR. 11 .....@ \$ 13,224.90

**Shoop & Sons, Decatur, Illinois, was the successful bidder on the following section:**

McLean County ..... Sec. 01-00000-00-GM .....GR. 12 .....@ \$ 18,490.00



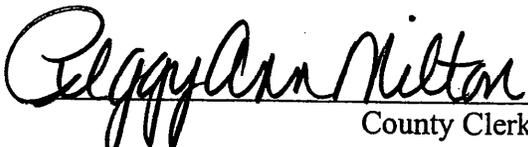
Michael F. Sweeney, Chairman

STATE OF ILLINOIS        ]  
                                  ]    SS  
COUNTY OF MCLEAN    ]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on March 20, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 20 day of March, A.D., 2001.

[SEAL]



County Clerk

**RESOLUTION BY THE MCLEAN COUNTY BOARD**  
**FOR APPROVAL OF EQUIPMENT BIDS**

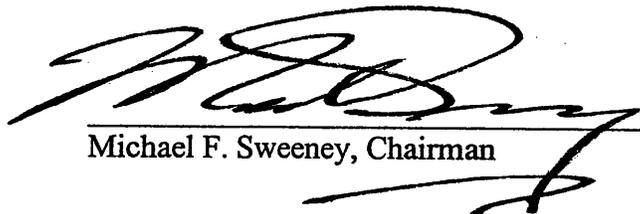
WHEREAS, the McLean County Board's 2001 Budget for the McLean County Highway Fund 0120, includes the purchase of three (3) 2001 Dump Body with Hoists, and

WHEREAS, Koenig Body and Equipment, 2428 Farmington Rd, Peoria, Illinois, was the successful bidder at a letting held on March 1, 2001, now, therefore,

BE IT RESOLVED by the McLean County Board that the McLean County Highway Department purchase the following Dump Body and Hoists from Koenig Body and Equipment, Peoria, Illinois:

1 - 13'6" Dump Body @	\$19,314.00
2 - 13'0" Dump Bodies @ \$18,989.00 each for a total of	\$37,978.00
<u>Total Bid</u>	<u>\$57,292.00</u>

Approved by the County Board on March 20, 2001.

  
\_\_\_\_\_  
Michael F. Sweeney, Chairman

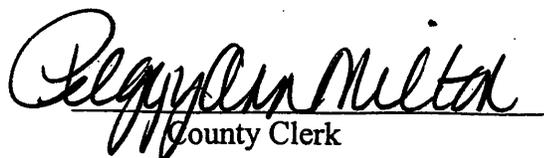
STATE OF ILLINOIS     ]  
                                  ] SS  
COUNTY OF MCLEAN    ]

I, Peggy Ann Milton, County Clerk in and for said county in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the McLean County Board at its monthly meeting held at Bloomington, Illinois on March 20, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois in said County this

20 day of March A.D., 2001.

[ SEAL ]

  
\_\_\_\_\_  
County Clerk

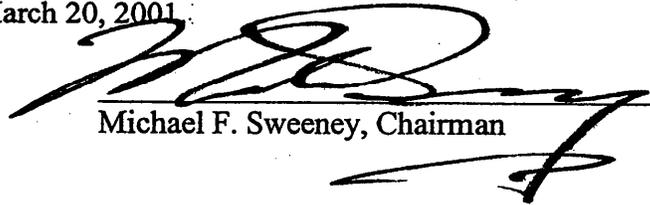
**RESOLUTION BY THE MCLEAN COUNTY BOARD**  
**FOR APPROVAL OF EQUIPMENT BID**

WHEREAS, the McLean County Board's 2001 Budget for the McLean County Highway Fund 0120, includes the purchase of one Motor Grader, and

WHEREAS, Altorfer, Inc., # 1 Capitol Drive, East Peoria, Illinois, was the successful Bidder at a letting held on March 1, 2001, now, therefore,

BE IT RESOLVED by the McLean County Board that the McLean County Highway Department purchase one 2001 Caterpillar 140H Motor Grader from Altorfer, Inc. of East Peoria, Illinois, for \$37,152.00, and trade-in of one 1997 Caterpillar 140H.

Approved by the County Board on March 20, 2001.

  
Michael F. Sweeney, Chairman

STATE OF ILLINOIS        ]  
                                  ] SS  
COUNTY OF MCLEAN     ]

I, Peggy Ann Milton, County Clerk in and for said county in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the McLean County Board at its monthly meeting held at Bloomington, Illinois on March 20, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois in said County this 20 day of March, A.D., 2001.

[ SEAL ]

  
County Clerk

**RESOLUTION BY THE MCLEAN COUNTY BOARD**  
**FOR PURCHASE OF EQUIPMENT FROM THE STATE BID**

WHEREAS, the McLean County Board's 2001 Budget for the McLean County Highway Fund 0120, includes the purchase of four (4) 2001 Pick up trucks and three (3) Tandem cab and Chassis, and

WHEREAS, Landmark Dodge, Florissant, Missouri has the State bid for pickup trucks, now, therefore,

BE IT RESOLVED by the McLean County Board that the McLean County Highway Department purchase the following:

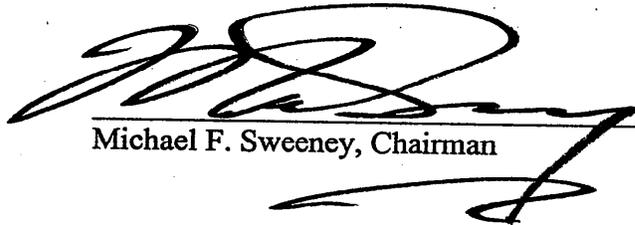
- |  |                  |
|--|------------------|
| 1 – 2001 ¾ Ton Dodge Ram 2500 Standard Cab long bed pickup @ | \$22,386.00      |
| 3 – 2001 ½ Ton Dodge Ram 1500 Extended Cab pickups @         | \$18,611.00 each |

WHEREAS, Navistar International Transportation Corporation, Springfield, Illinois has the State bid for Tandem cab and Chassis, now, therefore,

BE IT RESOLVED by the McLean County Board that the McLean County Highway Department purchase the following:

- |  |                  |
|--|------------------|
| 1 – 2001 International Model 2554 Tandem cab & chassis @ | \$56,494.00      |
| 2 – 2001 International Model 2554 Tandem cab & chassis @ | \$56,823.00 each |

Approved by the County Board on March 20, 2001.

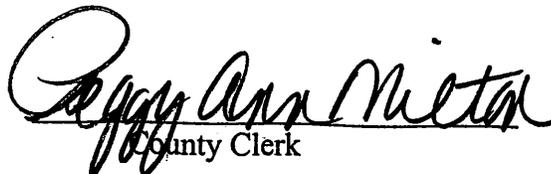
  
Michael F. Sweeney, Chairman

STATE OF ILLINOIS        ]  
                                  ] SS  
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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois in said County this 20 day of March, A.D., 2001.

[ SEAL ]

  
County Clerk

TO: McLean County Board  
Care of County Clerk  
Law and Justice Center  
Bloomington, Illinois

2001 Lexington Road District Non-MFT Drainage Structure, Located at 2575N on 2550E

Gentlemen:

Lexington Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure with approach fills located in the E line of the NW ¼ of Section 5, T 25 N, R 4E of the 3<sup>rd</sup> P.M., Lexington Road District.

That of the funds appropriated at the November 2000 meeting of the McLean County Board \$9,000.00 be used as the County's share of the cost of this structure.

Lexington Road District certifies that they have levied the maximum on their Road and Bridge Fund the last two years.

Lexington Road District further states that the County Engineer has made a survey of the water shed and has determines that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$18,000.00 and the present structure is inadequate.

Lexington Road District further certifies that the cost of the new structure exceeds 0.02% of the assessed valuation of the Road District.

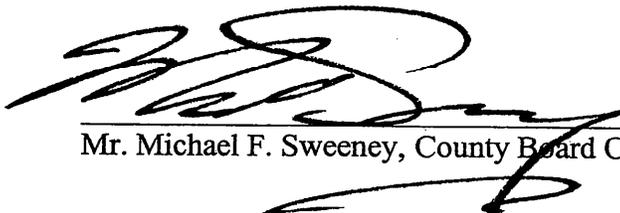
Respectfully submitted.

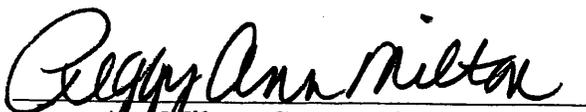
  
Highway Commissioner

Approved   
County Engineer, McLean County, IL

Lexington Road District

ATTEST

  
Mr. Michael F. Sweeney, County Board Chairman

  
Peggy Ann Milton, County Clerk

County Boarding Meeting on March 20, 2001

APPROPRIATION TRANSFER ORDINANCE  
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2001  
 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, THE FOLLOWING TRANSFERS OF APPROPRIATED MONIES HAVE BEEN REVIEWED AND APPROVED BY THE APPROPRIATE COMMITTEE, AND

WHEREAS, SUCH TRANSFERS DO NOT AFFECT THE TOTAL AMOUNT APPROPRIATED IN ANY FUND, AND

WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

BE IT ORDAINED BY THE County Board Of McLean County, Illinois THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

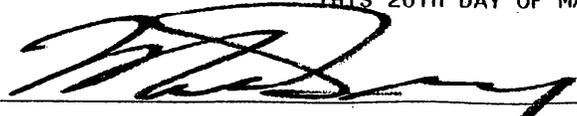
DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT
<hr style="border-top: 1px dashed black;"/>					
Justice Committee					
	FUND 0001 DEPARTMENT 0029 SHERIFF PGM 0027 LAW ENFORCEMENT OPERATION				
0841 0001 PURCHASE OF POLICE EQUIP.		7,500.00		FUND 0001 DEPARTMENT 0029 SHERIFF PGM 0028 CRIMINAL INVESTIGATIONS	
0833 0002 PURCHASE/COMPUTER EQUIP.		300.00			
0841 0001 PURCHASE OF POLICE EQUIP.		680.00		FUND 0001 DEPARTMENT 0029 SHERIFF PGM 0031 JAIL OPERATIONS	
0839 0001 PURCHASE/RADIO EQUIPMENT		1,400.00			
0841 0001 PURCHASE OF POLICE EQUIP.		2,100.00		FUND 0001 DEPARTMENT 0029 SHERIFF PGM 0033 FLEET MANAGEMENT	
0838 0001 PURCH. MACHINERY & EQUIP.		850.00			
0841 0001 PURCHASE OF POLICE EQUIP.		5,700.00		FUND 0001 DEPARTMENT 0029 SHERIFF PGM 0027 LAW ENFORCEMENT OPERATION	
				FUND 0001 DEPARTMENT 0029 SHERIFF PGM 0028 CRIMINAL INVESTIGATIONS	7,500.00-
				FUND 0001 DEPARTMENT 0029 SHERIFF PGM 0031 JAIL OPERATIONS	980.00-
				FUND 0141 DEPARTMENT 0029 SHERIFF PGM 0035 COURT SECURITY	10,050.00-
0841 0001 PURCHASE OF POLICE EQUIP.		970.00		0621 0001 OPERATIONAL SUPPLIES	970.00-
		19,500.00			19,500.00-
		=====			=====

Executive Committee

	FUND 0001 DEPARTMENT 0043 INFORMATION SERVICES PGM 0047 DATA PROCESSING				
0750 0004 SOFTWARE LICENSE AGREE		42,000.00		0833 0004 PURCHASE/COMP. SOFTWARE	42,000.00-
		42,000.00			42,000.00-
		=====			=====

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 20TH DAY OF MARCH , 2001

  
 \_\_\_\_\_  
 CHAIRMAN, MCLEAN COUNTY BOARD

29

ATTEST:   
 \_\_\_\_\_  
 COUNTY CLERK, MCLEAN COUNTY

29



**McLEAN COUNTY BOARD**  
(309) 888-5110 FAX (309) 888-5111  
104 W. Front Street P.O. Box 2400

**Michael F. Sweeney**  
Chairman  
Bloomington, Illinois 61702-2400

March 15, 2001

To the Honorable Chairman and Members of the McLean County Board:

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the request received from the Child Protection Network to hold a Candle Light Vigil in the north courtyard plaza of the Law and Justice Center on April 5, 2001, between 5:30 p.m. and 6:30 p.m.

Your PROPERTY COMMITTEE herewith further respectfully recommends approval of the request received from the Child Protection Network to display blue ribbons on the trees and light fixtures in the north courtyard plaza of the Law and Justice Center during the month of April.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

**District #1**  
Stan Hoselton  
Joseph Sommer

**District #2**  
Matt Sorensen  
W. Bill Emmett

**District #3**  
Michael F. Sweeney  
Diane R. Bostic

**District #4**  
Susie Johnson  
Dr. Robert L. Arnold

**District #5**  
Ray Rodman  
B.H. "Duffy" Bass

**District #6**  
Geddy J. Gordon  
David F. W. Setzer

**District #7**  
John J. "Jack" Pokorney  
P.A. "Sue" Berglund

**District #8**  
Paul R. Segobiano  
Tari Renner

**District #9**  
Gene Salch  
Adam D. Kinzinger

**District #10**  
Benjamin J. Owens  
Bob Nuckolls



Child Protection Network  
201 E. Grove Street  
Bloomington, Illinois 61701  
Phone: 309-888-5656  
Fax 309-828-7063  
<http://www.protectachild.org>

January 30, 2001

To: Jack E. Moody  
John Zeunik  
Property Committee

**RECEIVED**  
FEB 09 2001  
Facilities Mgt. Div.

Re: Candle light vigil in Law and Justice Courtyard

For the the national kickoff of Child Abuse Prevention and Awareness month, the Child Protection Network, Children's Advocacy Center and CASA of McLean County would like to request permission to hold a candle light vigil. This candle light vigil would be a powerful opportunity to kick off National Child Abuse Awareness and Prevention month, with a positive, united statement of hope for children, one that will capture support from the media and the community.

We would like to hold this vigil in the Law and Justice Courtyard on April 5, 2001 between 5:30p.m. and 6:30p.m. We anticipate approximately 75 to 100 people to attend. The program will tentatively consist of speeches from the Mayors of Bloomington and Normal, County Board representatives and Billie Larkin, followed by poetry/essay reading by a child and an adult abuse survivor. Then there will be a candle light ceremony (battery operated candles) and a moment of silence. The event will end with a child choir/accappella group and the distribution of blue ribbons to wear during the month.

We would also ask special permission to display blue ribbons on the courtyard for the whole month of April. As we did last year, we would be responsible for putting-up and taking-down the ribbons.

Upon your request we have written a letter to the Sheriff so he can determine if security will be necessary for the vigil. If you have any questions, concerns or suggestions please let us know. Thank you for considering our proposal.

Sincerely

Kathy Patterson  
Family/Child Advocate

Children's Advocacy  
Center with offices in  
Livingston and DeWitt Counties  
CASA of McLean County  
*Board of Directors*  
Jeff Caughron  
*Chairperson*  
Charles Reynard  
Lynn Fewkes  
Becky Ehrlich  
Bill Gillis  
Sharon Pokorney  
Sally Chalian  
Kenn Jannssen  
Daniel Norris  
Dave Owens  
Bonnie Serone  
Harley Forbes  
Diana McCauley, Ed.D  
Connie Wills  
Sharon Klingman  
*Adjunct Members:*  
Teena Griffin  
Bob Freitag  
*Staff:*  
Billie Larkin  
*Executive Director*  
Mary Whitaker  
Laura Tuffentsamer  
*Associate Directors*  
Amy Benoit  
Doug Crossman  
*CASA Case Managers*  
Kathy Patterson  
*Family-Child Advocate*  
Alicia Dornan  
*Multi-County Advocate*  
Fran Brandau  
*Volunteer Recruiter*  
Marsha Albritton  
*Crisis Interventionist*

*A United Way agency*



**FACILITIES MANAGEMENT**

(309) 888-5192 FAX (309) 888-5209

104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

To: Honorable Chairman and Members of the Property Committee  
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, CFM  
Director, Facilities Management

A handwritten signature in black ink that reads "Jack E. Moody". The signature is written in a cursive style and is positioned over the printed name and title of the sender.

Date: February 12, 2001

Subj: **Candle Light Vigil Request (Child Abuse Prevention and Awareness)**

On February 9, 2001, Facilities Management received the attached letter from the Child Protection Network requesting permission to hold a candle light vigil on the north courtyard of the McLean County Law and Justice Center on Thursday, April 5, 2001, from 5:30 p.m. until 6:30 p.m. to kick off awareness of Child Abuse Prevention and Awareness month. Additionally, the Child Protection Network requests permission to display blue ribbons in the trees in the north courtyard during the month of April, 2001.

The McLean County Board approved this same request from the Child Protection Network last year. The candle light vigil and the display of blue ribbons posed no problems last year. There are no other events scheduled at the north courtyard of the building on that date.

Therefore, Facilities Management forwards this request for your kind consideration and approval.

Thank you.

JEM:  
Enclosure

Vigil01.Doc

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION OF APPOINTMENT OF CHRISTINE BRAUER  
AS A MEMBER OF THE McLEAN COUNTY REGIONAL PLANNING COMMISSION

WHEREAS, pursuant to authority granted by the Illinois State Legislature by "An Act to Provide for Regional Planning and for the Creation, Organization and Powers of Regional Planning Commission, has the responsibility to fill a three year term by appointment or reappointment;" and,

WHEREAS, the Chairman of the McLean County Board shall appoint, subject to confirmation by the County Board, three members to serve on the Regional Planning Commission, which members shall be residents of McLean County; and,

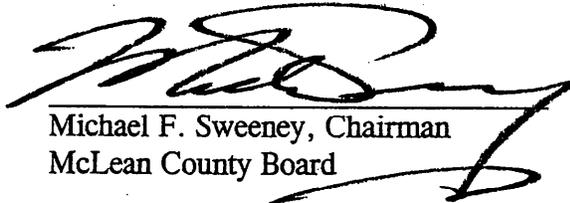
WHEREAS, due to the expiration of a term of a member of the McLean County Regional Planning Commission, it is advisable to consider an appointment or reappointment to this position; now, therefore,

BE IT RESOLVED that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the appointment of Christine Brauer for the remainder of a three-year term as a member of the McLean County Regional Planning Commission, with the term to expire on December 31, 2003 or until a successor shall have been qualified and appointed.

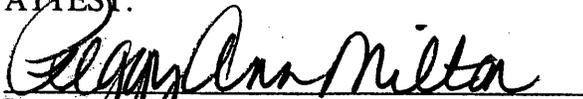
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Christine Brauer and the Director of the McLean County Regional Planning Commission.

Adopted by the County Board of McLean County, Illinois, this 20th day of March, 2001.

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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

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STATE OF ILLINOIS        )  
                                  )        SS  
COUNTY OF McLEAN     )

A RESOLUTION OF APPOINTMENT OF KENT PETERSON  
AS A TRUSTEE OF THE  
OCTAVIA FIRE PROTECTION DISTRICT

WHEREAS, due to the establishment of an additional Trustee position in the Octavia Fire Protection District, it is advisable to consider an appointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Kent Peterson as a Trustee of the Octavia Fire Protection District for a term to be determined by lot at the first meeting of the board of trustees held after the initial appointment, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Kent Peterson and Tom Shields, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 20th day of March, 2001.

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

  
Peggy Ann Wilton, Clerk of the County  
Board of the County of McLean, Illinois  
e:\ann\apt\kf\_peter.res

STATE OF ILLINOIS        )  
                                  )        SS  
COUNTY OF McLEAN     )

**A RESOLUTION OF APPOINTMENT OF JOHN BRADLEY PUTNAM  
AS A TRUSTEE OF THE  
OCTAVIA FIRE PROTECTION DISTRICT**

WHEREAS, due to the establishment of an additional Trustee position in the Octavia Fire Protection District, it is advisable to consider an appointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of John Bradley Putnam as a Trustee of the Octavia Fire Protection District for a term to be determined by lot at the first meeting of the board of trustees held after the initial appointment, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to John Bradley Putnam and Tom Shields, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 20th day of March, 2001.

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

  
Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois  
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STATE OF ILLINOIS        )  
                                  )        SS  
COUNTY OF McLEAN     )

A RESOLUTION OF REAPPOINTMENT OF MARK MILLER  
AS A TRUSTEE OF THE  
OCTAVIA FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term of Mark Miller as a Trustee of the Octavia Fire Protection District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Mark Miller as a Trustee of the Octavia Fire Protection District for a term of three years to expire on April 30, 2004 or until a successor shall have been qualified and appointed.

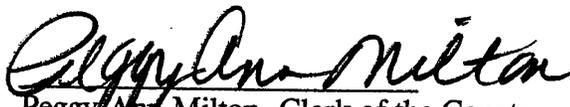
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Mark Miller and Tom Shields, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 20th day of March, 2001.

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

  
Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois  
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RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Bloomington Junior High School boy's basketball team during the 2000-2001 basketball season; and,

WHEREAS, the Bloomington Junior High School boy's basketball team finished the 2000-2001 season with a perfect record of 26 victories and no defeats and became the eighth Class 8AA team to finish the season with an undefeated record; and,

WHEREAS, the Bloomington Junior High School boy's basketball team recently won the Illinois Elementary School Association Class 8AA State Title by defeating Quincy in the Championship game by a score of 59 - 40, thereby winning the second Class 8AA State boy's basketball title for Bloomington Junior High School; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Basketball Coach John Schippert, Assistant Coach David Lewis, Video Cameraman Justin Lashley and Team Members Delano Robinson, Ryan Strebinger, Wesley Ware, Eric Trower, Nate Dudley, Brent Holtz, Dodie Dunson, Brandon Holtz, Steven Brown, Alex Rich, and Dylan Cook; now, therefore,

BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the Bloomington Junior High School boy's basketball team are to be congratulated on winning the Illinois Elementary School Association Class 8AA State Basketball Championship and on an outstanding season.

ADOPTED by the McLean County Board this 20th day of March, 2001.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman  
McLean County Board

Members Renner/Arnold moved the County Board approve the Consent Agenda as amended. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

**EXECUTIVE COMMITTEE:**  
Member Sommer, Vice-Chairman presented the following:

**AGREEMENT BETWEEN McLEAN COUNTY  
BOARD AND McLEAN COUNTY CLERK FOR  
PREPARATION AND MAINTENANCE OF CLOSED  
COUNTY BOARD MEETING MINUTES**

WHEREAS, 55 *ILCS* 5/3-2013 requires the County Clerk to keep an accurate record of the proceedings of the County Board; and

WHEREAS, 55 *ILCS* 5/5-1087 prohibits a County Board from unilaterally altering the County Clerk's powers and duties specifically imposed by law; and

WHEREAS, Article 7, Section 10 of the Illinois Constitution and Section 220/5 of the Illinois Intergovernmental Cooperation Act permit public entities to contract with each another to perform any governmental undertaking which any of such public entities entering into the contract is authorized to perform; and

WHEREAS, Section 220/9 of the Illinois Intergovernmental Cooperation Act permits County Boards to enter into intergovernmental agreements notwithstanding the absence of specific authority under State law to perform the service; and

WHEREAS, the McLean County Board and the McLean County Clerk deem it necessary and appropriate for closed minutes of McLean County Board meetings to be prepared, kept and maintained by the McLean County Administrator.

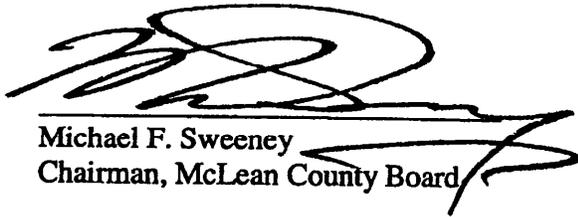
NOW, THEREFORE, it is agreed by the McLean County Board and McLean County Clerk as follows:

1. The McLean County Clerk shall continue to have authority to attend closed meetings of the McLean County Board.
2. The McLean County Administrator or his delegated staff member shall be responsible for taking and preparing the minutes at closed meetings of the McLean County Board.
3. The McLean County Administrator shall be responsible for keeping and maintaining the closed minutes of McLean County Board meetings in the County Administration Office.
4. This Agreement shall be effective from the date of its execution until December 1, 2002.

5. This Agreement may be renewed upon the approval of the McLean County Clerk and the McLean County Board members holding office on or after December 1, 2002.

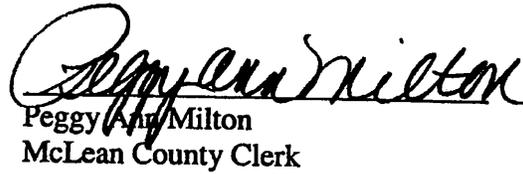
Executed this 20<sup>th</sup> day of March, 2001.

APPROVED:



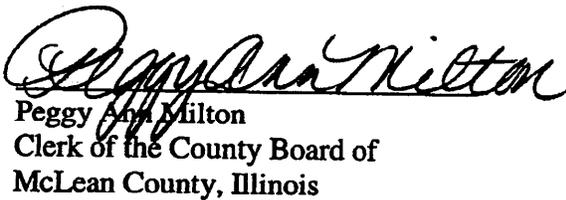
Michael F. Sweeney  
Chairman, McLean County Board

APPROVED:



Peggy Ann Milton  
McLean County Clerk

ATTEST:



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

Members Sommer/Sorensen moved the County Board approve a Request for Approval of an Agreement between McLean County Board and McLean County Clerk for Preparation and Maintenance of Closed County Board Meeting Minutes. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Vice-Chairman presented the following:

**INTERGOVERNMENTAL AGREEMENT FOR COUNTYWIDE GIS DEVELOPMENT AND MAINTENANCE IN McLEAN COUNTY, ILLINOIS**

This agreement sets forth the terms and conditions for the continued development and maintenance of a countywide geographic information system (GIS) by McLean County Regional Planning Commission, hereinafter referred to as the Commission, in cooperation with participating local units of government in McLean County, Illinois, hereinafter referred to collectively as the Local Governments and identified individually in Article I of this agreement.

**ARTICLE I: LOCAL GOVERNMENTS**

The local governments which are parties to this agreement with the Commission are: the City of Bloomington (City), City of Bloomington Township (Township), County of McLean (County), McLean County Emergency Telephone System Board (ETSB), and the Town of Normal (Town).

**ARTICLE II: PURPOSE OF AGREEMENT**

The purpose of this agreement is to provide for the transfer to McLean County Regional Planning Commission of Recorder Fee funds collected and placed in a special revenue fund by the McLean County Recorder's Office for the purpose of countywide GIS development as authorized by the McLean County Board, effective November 1, 2000, and to provide a comprehensive framework to fund the development, maintenance and enhancement of the McLean County GIS for the mutual benefits of public, quasi-public and private entities with operational interests either partially or wholly within McLean County.

**ARTICLE III: EQUALITY OF PARTICIPATION BY LOCAL GOVERNMENTS**

The local governments which are parties to this agreement are equal partners in the McLean County GIS and share equally in the costs identified in the annual budget attached hereto, and in the benefits associated herewith, subject to possible limitations dictated by the needs for security or confidentiality and subject to the terms and conditions specified herein.

**ARTICLE IV: LEVELS OF PARTICIPATION AVAILABLE TO OTHER ENTITIES**

The participation by additional entities shall be permitted and encouraged at all levels. Four levels of possible participation with corresponding costs, responsibilities, and benefits to be determined have been identified: 1) Full and equal participation as outlined in Article III of this agreement for government or quasi-government agencies which possess a separate and distinct governing board; 2) participation as subscribers (not parties to this agreement) to specific services or data on a continuing basis to be regularly updated by the Commission and subject to licensing agreements which may pose limitations on the use and distribution of the data by the subscribers; 3) participation as purchasers of specific data or services without any continuing commitments by either party, other than licensing restrictions on the use of the data by the

purchaser; and 4) members of the general public who may eventually have access to selected McLean County GIS data without cost or obligation via the internet.

## **ARTICLE V: RESPONSIBILITIES OF THE COMMISSION**

The Commission shall perform or cause to be performed the services outlined below:

- A. Provide qualified staff at levels capable of performing the following functions:
  1. Develop a database structure with system-wide compatibility to facilitate departmental, interdepartmental and intergovernmental use of and conversion to GIS;
  2. Develop and maintain metadata for all GIS data housed at the Commission;
  3. Provide for the distribution of the GIS data to all members;
  4. Provide for the storage and backup of the master copy of all GIS data;
  5. Act as primary contact for data sales of both hard copy and digital;
  6. Develop and maintain product price lists and promotional materials;
  7. Administer and track license agreements;
  8. Provide updates for McLean County to State and Federal Government Units as needed including agencies such as the Census Bureau, USGS, IDOR, IDNR;
  9. Develop an intranet GIS user capability, as geographically feasible, for the parties to this agreement in order to facilitate access and use of the GIS database;
  10. Develop an internet GIS to make selected information from the GIS database available to the public while protecting the individuals' rights to privacy;
  11. Perform a leadership role in selecting independent contractors to complete specific services related to GIS which have arisen or may arise through this or other agreement, if and when said contractual services are approved by the Local Governments;
  12. Provide for the administration of approved contractual services related to GIS which have arisen or may arise through this or other agreement;
  13. Assist in providing quality control on approved contractual services related to GIS which have arisen or may arise through this or other agreement;
  14. Provide for the maintenance of the GIS data based on the digital updates provided by other affected parties to this agreement;
  15. Provide assistance to the parties to this agreement in developing GIS applications to facilitate their expanded use of and further conversion to GIS.
  16. Promote the increase in the number of GIS user entities as a means to more fully realize the benefits of the system throughout McLean County and to increase revenues for the support of the system;
  17. Prepare an annual budget for approval by the Local Governments.
  18. Serve as Chair of the GIS Management Committee (See Article VII.); and
  19. Serve as Chair of the GIS Technical Committee (See Article VII.).
- B. Provide the necessary office space, furnishings, equipment, supplies, hardware, software and technical support to facilitate performing the functions outlined in Article V.A above.
- C. Contribute to the financial support of the system as specified in Article IX and detailed in the attached annual budget.

## **ARTICLE VI: RESPONSIBILITIES OF THE LOCAL GOVERNMENTS**

The local governments shall each:

- A. Provide staff assistance in support of the functions outlined in Article V.A above as follows:
  1. Provide one staff person to be designated by the local agency head to serve as an active voting member of the GIS Management Committee (See Article VII.).
  2. Provide one staff person to be designated by each respective GIS Management Committee member to serve as an active member of the GIS Technical Committee (See Article VII.). ( A Management Committee member may designate him or herself to serve on the Technical Committee as desired.)
  3. Encourage department heads and/or their assigned staff to interact with Management and Technical Committee members through attending the regular GIS Committee meetings and through one on one contact with GIS Committee members to address specific regional, local or departmental GIS needs, subject to scheduling based on staff availability.
- B. Provide funding support in equal amounts to balance expenses not covered by other revenue sources as outlined in Article IX and detailed in the attached annual budget.
- C. Provide data updates on a regular or as needed basis to the Commission in order to maintain the master GIS dataset.
- D. Forward all requests for data sales or data distribution to the Commission except for those data used and owned exclusively by the local government.

#### **ARTICLE VII: GIS COMMITTEE**

The GIS Committee shall participate in developing and maintaining the countywide system and shall include a management committee and a technical committee. The Management Committee shall serve as an advisory body to the Local Governments and shall make recommendations pertaining to policy and budgetary matters. The GIS Management Committee also shall assist in directing the activities of the GIS Technical Committee. The activities of the Technical Committee shall include focusing on the technical issues related to completing the activities outlined in Article V.A of this agreement.

#### **ARTICLE VIII: ANNUAL BUDGET PREPARATION**

A budget shall be prepared by Commission staff on an annual basis and submitted to the GIS Management Committee members for consideration and subsequent recommendations to their respective Boards/Councils for approval. The fiscal period of the budget shall be July 1st through June 30th. The annual budget shall list the expenses and revenues anticipated for the coming fiscal year and shall identify the equalized funding share requested from each Local Government (See Article IX and the attached Budget Form.). The GIS budget will be prepared as part of the Commission's normal budgeting process carried out during the first quarter of each calendar year.

#### **ARTICLE IX: FUNDING**

Funding shall be derived from four basic sources in the manner described as follows:

- A. The Authorized Two-Thirds of Document Recording Fees Collected by the McLean County Recorder's Office for Countywide GIS Development. In order to maximize the efficiency of Commission and Local Government operations, automatic bank transfers shall be used to transfer funds from the County special revenue fund set aside for this purpose to an account of McLean County Regional Planning Commission. The automatic transfer shall occur on a monthly basis on a regular date acceptable to the County, Commission and the affected financial institutions, subject to any possible minimum balance requirements of the transferring institution. Records of these transactions shall be maintained by the County and the Commission. Commission records of these transactions shall be reported to the GIS Management Committee at its regular meetings.
- B. IDOT Approved Transportation Planning Funds (PL and section 5303). Designated transportation planning funds approved by the Illinois Department Of Transportation (IDOT) for use by the Commission to develop GIS for transportation related planning purposes shall be considered in the annual budget. These funds are expected to be available to fund approximately eighty percent of the GIS Coordinator position. These funds are to be reimbursed by IDOT to the Commission through monthly invoicing.
- C. Data Sales And Subscriptions. Revenue obtained from the sale of GIS data, services and/or subscriptions will be considered in the annual budget to help offset GIS delivery and development costs.
- D. Local Governments. The Local Governments shall contribute equal funding amounts to provide any additional revenue needed to meet expenses identified in the approved annual GIS budget. The Commission will invoice the Local Governments by no later than June of each year for GIS development activities programmed to begin in the succeeding fiscal year which begins July 1st. The invoices shall be due and payable during the respective July payment cycle of each Local Government, or as otherwise agreed to between the Commission and the respective Local Governments. For the City, County and Town, the identified funding share will be incorporated into each respective annual agreement for Regional Planning services.

#### **ARTICLE X: RELATIONSHIP TO OTHER CURRENT GIS RELATED AGREEMENTS**

This agreement supersedes the "Intergovernmental Agreement" for cadastral map maintenance in effect between the Commission, Township, County, ETSB and Town as of the initial date of this agreement. It does not alter the "Intergovernmental Agreement" for cadastral map development as amended and in effect between the Commission, and the Local Governments as of the initial date of this agreement.

#### **ARTICLE XI: OPTIONAL PROJECTS**

Costs for optional projects, such as aerial photography updates, may, with the mutual consent of the parties hereto, be incorporated into the annual budget under the terms of this agreement for

approval by the Local Governments. The cost share to each party for optional projects included under this agreement, if not equal for all, shall be specified and explained in the budget and funding request.

**ARTICLE XII: AMENDMENTS**

The terms of this agreement may be amended by the mutual consent of the parties hereto as expressed by the respective signatures affixed to an amended agreement.

**ARTICLE XIII: PERIOD OF AGREEMENT**

This agreement shall become effective on the date the last required signature has been affixed hereto (Article XV) and shall remain in effect through June 30, 2002. Furthermore, this agreement shall be renewable annually thereafter.

**ARTICLE XIV: TERMINATION OF AGREEMENT**

This agreement may be terminated on July 1st of any year upon at least thirty (30) days written notice to the other parties to this agreement. Termination by any one party shall constitute termination for all parties, and the covenants specified herein shall become null and void after the effective date of termination. Other parties to this agreement may at their discretion enter into a new agreement for the purpose of continuing the countywide GIS development and maintenance. Terminating parties agree to accept any licensing restrictions that may be in effect at the time of their termination on the use of the GIS data in their possession that were acquired through association with the parties to this agreement.

**ARTICLE XV: SIGNATURES**

The parties to this agreement do hereby agree to the terms specified herein by affixing their respective signatures hereto. Signatures shall not be required for annual renewals of this agreement unless one or more of the terms of said agreement, other than the annual budget, has been amended. Unanimous approval by the parties hereto of the annual budget shall constitute renewal of this agreement without the affixing of additional signatures.

_____	_____
(Commission)	(Date)
_____	_____
(City)	(Date)
_____	_____
(Township)	(Date)

-----  
(County)

-----  
(Date)

-----  
(ETSB)

-----  
(Date)

-----  
(Town)

-----  
(Date)

**Budget For Countywide GIS Development And Maintenance**

**McLean County, Illinois**

July 1, 2001 - June 30, 2002

**Direct Non-Salary Expenses:**

Advertising	\$250
Dues and Subscriptions	\$275
Equipment	\$18,835
Miscellaneous	\$150
Parking	\$1,260
Postage	\$250
Professional Services	\$0
Reference Materials	\$500
Reproduction	\$0
Software and Support	\$26,800
Supplies	\$500
Telephone	\$0
Travel and Training	\$10,700
<b>TOTAL</b>	<b>\$59,520</b>

**Direct Salaries:**

<u>Staff Position</u>	<u>Time (Hours)</u>	<u>Dollar Total</u>
Director	0	\$0
Transportation Planner	0	\$0
Community Planner	0	\$0
GIS Coordinator	1755	\$39,645
GIS Specialist	1665	\$32,434
GIS Programmer/Analyst	1665	\$31,702
Information/Office Mgr.	0	\$0
Research/Clerical Asst.	0	\$0
<b>TOTAL</b>	<b>5085</b>	<b>\$103,781</b>

Indirect Including Fringe

\$72,099

\$175,880

Adjusted Salaries (Direct Salaries plus Indirect)

\$235,400

**TOTAL PROJECT COSTS**

**FUNDING SOURCES**

IDOT- PL	\$43,317
IDOT- Section 5303	\$10,433
Recorder Fees	\$71,200
Data Sales and Subscriptions	\$18,000
Intergovernmental Agreement (\$18,490@: COB Twp, TON, Co., E911, COB)	\$92,450
<b>TOTAL FUNDING</b>	<b>\$235,400</b>

Members Sommer/Berglund moved the County Board approve an Intergovernmental Agreement for Countywide GIS Development and Maintenance. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

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Member Sommer, Vice-Chairman presented the following:

**INTERGOVERNMENTAL AGREEMENT**  
**For Cadastral Map Development As Amended Spring 2001 (Section "G")**

This agreement is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 1998, by and between the McLean County Regional Planning Commission (hereinafter referred to as the "Commission"), the City of Bloomington Township (hereinafter referred to as the "Township"), the Town of Normal (hereinafter referred to as the "Town"), and the County of McLean (hereinafter referred to as the "County").

The parties do mutually agree to enter into a joint agreement with a contractor or contractors to be selected through a mutually agreed upon selection process to provide digital cadastral mapping services as specified in Request for Proposals for Digital Cadastral Mapping, McLean County Regional Planning Commission, November, 1997, prepared by the staffs of the parties to this agreement with assistance from the consulting firm of C. M. Wester & Associates. Township staff are herein defined to include the staff of the City of Bloomington.

**A. Purpose of This Agreement:**

The purpose of this agreement is to provide a legal framework for the participants to contract with a firm or firms to provide the specified digital cadastral mapping services in order to mutually benefit from the economies of scale to be derived from such joint participation, and to outline the terms of the agreement and the obligations of the parties hereto.

**B. Period of Agreement:**

This agreement shall remain in full force and effect through the completion of the project.

**C. Services:**

**1. Commission**

The Commission staff will:

- a. provide continuing coordination between and among the project participants and the contracting firm, including interpreting the terms of the contract, arranging access to needed information, and arranging for the performance of quality control on preliminary output as completed;
- b. administer the contract with the selected firm, including the payment of invoices to the contractor in accordance with the terms of the contract to be executed, and the invoicing of project participants for reimbursement of contract costs as specified in item "E" below.

**2. Township, Town and County**

The Township, Town and County shall:

- a. provide staff support to assist the Commission in performing the above noted services,
- b. provide funding for the project in accordance with items "D" and "E" of this agreement.

D. Project Costs:

The estimated cost of the project is \$960,276.44.

E. Cost Allocation Among Project Participants:

The cost of the project shall be allocated among the project participants on the basis of the intended use of deliverables and the number of parcels within each respective jurisdiction as follows:

<i>Table 1</i>	Item	Quantity	Cost (1)	Description
Township	Convert	20,500	\$237,177.60	Cadastral Conversion of City of Bloomington
	Easements	7,500	18,562.50	Conversion of Platted Easements
	GPS	49	5,120.50	Use GPS to get coordinates on monumented section corners
	Scan Sub	600	5,874.00	Scan Subdivision Plats
	OCR	600	\$2,937.00	OCR (Optical Character Recognition) of Legal Description on Plat
	Bond		\$3,128.20	Bonding
<b>Township Total</b>			<b>\$272,799.80</b>	<b>Funded by Township</b>
Town of Normal	Convert	11,000	\$125,039.20	Cadastral Conversion of Town of Normal
	Easements	3,750	9,281.25	Conversion of Platted Easements
	GPS	16	1,672.00	Use GPS to get coordinates on monumented section corners
	Scan Sub	300	2,937.00	Scan Subdivision Plats
	OCR	300	1,468.50	OCR (Optical Character Recognition) of Legal Description on Plat
	Bond		1,628.61	Bonding
<b>Normal Total</b>			<b>\$142,026.56</b>	<b>Funded by Town</b>
Commission	Convert		\$50,000.00	Cadastral Conversion of County (Part)
<b>Commission Total</b>			<b>\$50,000.00</b>	<b>Funded by Commission (2)</b>
County	Masters	1,224	\$53,856.00	Mylar and CD-ROM Master Set
	Paper	1,224	4,717.24	One Paper Set
	Convert	26,500	224,630.40	Cadastral Conversion of County (Part)
	Easements	3,750	9,281.25	Conversion of Platted Easements
	Soils		56,000.00	USDA Soils Conversion and digital orthophotography (Local Cost Share payable over 3 years) - for assessment purposes (3)
	GPS	1,035	108,157.50	Use GPS to get coordinates on monumented section corners
	Scan Sub	300	2,937.00	Scan Subdivision Plats
	OCR	300	1,468.50	OCR (Optical Character Recognition) of Legal Description on Plat
	Aerial Photo	226	6,780.00	Scan and Register Aerial Photos in Rural 1"=100' Map Areas
	Land Use		21,560.00	Digitize Land Use Data from Satellite Imagery - for assessment purposes (3)
	Bond		6,062.19	Bonding
<b>County Total</b>			<b>\$495,450.08</b>	<b>Funded by County</b>
<b>PROJECT TOTAL</b>			<b>\$960,276.44</b>	

- (1) Item costs reflect a 10% contingency built in for parcel increases during project.
- (2) Reserves generated from special service projects completed by the Commission.
- (3) Contributions are being sought from potential users in the private sector to help finance this component in order to reduce the County's cost.

F. Schedule Of Funding By Participants:

Upon receipt of invoices from the contractor, the project participants agree to make funds available to the Commission for payment to the contractor according to the following schedule:

Participant	Year 1		Year 2		Year 3		Total
	Amount	Period Available	Amount	Period Available	Amount	Period Available	
Township	\$272,799.80	3/97 - 2/98	0	-	0	-	\$272,799.80
Town	\$60,000.00	4/97 - 3/98	\$82,026.56	4/98 - 3/99	0	-	\$142,026.56
Commission	\$50,000.00	3/98 -	0	-	0	-	\$50,000.00
County	\$90,000.00	3/98 - 12/98	\$205,450.08	1/99 - 12/99	\$200,000.00	1/2000	\$495,450.08
<b>Total</b>	<b>\$472,799.80</b>	-	<b>\$287,053.12</b>	-	<b>\$200,000.00</b>	-	<b>\$960,276.44</b>

G. This agreement may be modified by the mutual consent of the parties hereto.

This amendment provides for the acquisition of up-to-date countywide aerial photography in lieu of certain items identified in the original agreement, and for the addition of two new parties to this agreement: the Emergency Telephone System Board (hereinafter referred to as the "ETSB") and the City of Bloomington (hereinafter referred to as the "City"). The new photography will be of a high quality and of greater benefit than the items originally proposed. The new photography will have higher resolution and greater positional accuracy than existing photography, thus providing an improved base map for the cadastral mapping. Updated and improved aerial photography will benefit all users, including engineering, planning, tax assessment, law enforcement, and other departments. The more accurate photography will incorporate airborne GPS ground control to replace the land-based GPS ground control originally proposed. This will result in improved ground control, in addition to the improved resolution. Table A-1 below identifies the items and costs to be deleted from the original agreement (*italic strike-through line items*).

Table A-1 Items to Be Replaced Through Aerial Photography Update				
	Item	Quantity	Cost (1)	Description
Township	Convert	20,500	\$237,177.60	Cadastral Conversion of City of Bloomington
	Easements	7,500	18,562.50	Conversion of Platted Easements
	<del>GPS</del>	<del>49</del>	<del>5,120.50</del>	<del>Use GPS to get coordinates on monumented section corners</del>
	<del>Sean-Sub</del>	<del>600</del>	<del>5,874.00</del>	<del>Sean-Subdivision Plats</del>
	<del>OCR</del>	<del>600</del>	<del>2,937.00</del>	<del>OCR (Optical Character Recognition) of Leg. Desc. on Plat</del>
	2001 Aerial		13,931.50	Acquire updated aerial photography
	Bond		3,128.20	Bonding
<b>Township Total</b>			<b>\$272,799.80</b>	<b>Funded by Township</b>
Town of Normal	Convert	11,000	\$125,039.20	Cadastral Conversion of Town of Normal
	Easements	3,750	9,281.25	Conversion of Platted Easements
	<del>GPS</del>	<del>16</del>	<del>1,672.00</del>	<del>Use GPS to get coordinates on monumented section corners</del>
	<del>Sean-Sub</del>	<del>300</del>	<del>2,937.00</del>	<del>Sean-Subdivision Plats</del>
	<del>OCR</del>	<del>300</del>	<del>1,468.50</del>	<del>OCR (Optical Character Recognition) of Leg. Desc. on Plat</del>
	2001 Aerial		6077.50	Acquire updated aerial photography
	Bond		1,628.61	Bonding
<b>Normal Total</b>			<b>\$142,026.56</b>	<b>Funded by Town</b>
Commission	Convert		\$50,000.00	Cadastral Conversion of County (Part)
<b>Commission Total</b>			<b>\$50,000.00</b>	<b>Funded by Commission (2)</b>
County	Masters	1,224	\$53,856.00	Mylar and CD-ROM Master Set
	Paper	1,224	4,717.24	One Paper Set
	Convert	26,500	224,630.40	Cadastral Conversion of County (Part)
	Easements	3,750	9,281.25	Conversion of Platted Easements
	Soils		56,000.00	USDA Soils Conversion and digital orthophotography (Local Cost Share payable over 3 years) - for assessment purposes (3)
	<del>GPS</del>	<del>1,035</del>	<del>108,157.50</del>	<del>Use GPS to get coordinates on monumented section corners</del>
	<del>Sean-Sub</del>	<del>300</del>	<del>2,937.00</del>	<del>Sean-Subdivision Plats</del>
	<del>OCR</del>	<del>300</del>	<del>1,468.50</del>	<del>OCR (Optical Character Recognition) of Leg. Desc. on Plat</del>
	<del>Aerial Photo</del>	<del>226</del>	<del>6,780.00</del>	<del>Sean and Register Aerial Photos in Rural 1"=100' Map Areas</del>
	2001 Aerial		119,343.00	Acquire updated aerial photography
	Land Use		21,560.00	Digitize Land Use Data from Satellite Imagery - for assessment purposes
	Bond		6,062.19	Bonding
	<b>County Total</b>			<b>\$495,450.08</b>
<b>PROJECT TOTAL</b>			<b>\$960,276.44</b>	
			<b>\$39,352.00</b>	<b>Amount to be reallocated toward 2001 Aerial Photography</b>

- (1) Item costs reflect a 10% contingency built in for parcel increases during project.  
(2) Reserves generated from special service projects completed by the Commission.

Table A-2 lists the specifications of the 2001 aerial photography to be provided through this amendment.

Table A-2		Specifications and Costs for Color Aerial Photography and Color Digital Orthophotography		
Specifications				
<b>Coverage</b>	Urban Area	Countywide	Buffer Area	
<b>Area in Sq Miles</b>	290	1186	257	
<b>Scale</b>	1"=840'	1" = 1600'	1" = 1600'	
<b>Nominal Scale</b>	1" = 100'	1" = 400'	1" = 400'	
<b>Horizontal Accuracy</b>	2' to 2.5'	5' to 7'	5' to 7'	
<b>Time Frame</b>	Consistent with CLT's cadastral delivery schedule		Upon Request	
<b>Deliverables</b>	Original raw TIFF images on CD, MrSID composite on CD	Original raw TIFF images on CD, MrSID composite on CD	Processed Aerial Negatives	
<b>Costs</b>	\$108,800	\$131,300	\$5,250	
			<b>Total: \$245,350</b>	

Table A-3 lists the cost sharing arrangements for the 2001 aerial photography, including the original participants, and additional participation by the City and the ETSB.

Table A-3 Funding For Aerial Photography Update		
Reallocated from Original Agreement		Cost Share
County		\$119,343
Town		\$6,077
	<b>Total:</b>	<b>\$125,420</b>
Equipment to be provided through this Amendment		Cost
ETSB		\$30,000
City		\$44,965
Town		\$44,965
	<b>Total:</b>	<b>\$119,930</b>
	<b>Total Funding:</b>	<b>\$245,350</b>

Table A-4 updates the project account status by participant and lists the amounts projected to be due and payable during this and the next calendar year.

TABLE A-4							
Participant	Original Contracted Budget	Net Increase As Per March, 2001 Amendment	Total Amended Budget	Amount Paid To Date	Total Amended Budget Less Amount Paid to Date	Amounts Projected to be Due During Specified Calendar Year	
						2001	2002
Township	\$272,799.80	\$0.00	\$272,799.80	\$272,799.80	\$0.00	\$0.00	\$0.00
Town	\$142,026.56	\$44,965.00	\$186,991.56	\$81,498.50	\$105,493.06	\$105,493.06	\$0.00
Commission	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$50,000.00	\$50,000.00	\$0.00
County	\$495,450.08	\$0.00	\$495,450.08	\$74,477.00	\$420,973.08	\$211,003.31	\$209,969.77
City	\$0.00	\$44,965.00	\$44,965.00	\$0.00	\$44,965.00	\$44,965.00	\$0.00
ETSB	\$0.00	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00	\$30,000.00	\$0.00
Totals:	\$960,276.44	\$119,930.00	\$1,080,206.44	\$428,775.30	\$651,431.14	\$441,461.37	\$211,971.77

**SIGNATURES:**

The parties to this agreement do hereby agree to the terms specified herein by affixing their respective signatures hereto.

_____	_____
(Commission)	(Date)
_____	_____
(City)	(Date)
_____	_____
(Township)	(Date)
_____	_____
(County)	(Date)
_____	_____
(ETSB)	(Date)
_____	_____
(Town)	(Date)

Members Sommer/Salch moved the County Board approve an Intergovernmental Agreement for Cadastral Map Development as Amended. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Vice-Chairman presented the following:

AT&T Growth Phone: 877-295-3883 Ext. 4380



# Fax

To: Jackie Dozier Craig Nelson From: Brooke Tedesco

Fax: 800-888-5209 309 888 5888 Pages: 9

Phone: Date: 02/27/01

Re: Uniplan Retention Contract CC:

Urgent     For Review     Please Comment     Please Reply     Please Recycle

Dear Jackie,

Please find below the discount rates for Mclean County Law. with a Uniplan EMO Contract. Each added product brought to AT&T, such as Managed Internet Service and/or Local, will offer an additional 2% off your Interstate pricing. These discounts are based on a 12mos/1k switched commitment level.

	<u>standard</u>	<u>+2%(MIS)</u>
Interstate 51%:	\$0.0735	53%: \$0.0705
In-state 33%:	\$0.0720	\$0.0643
Intralata 33%:	\$0.0693	\$0.0643

Please find enclosed the Uniplan retention contract (with out added 2% discount) per your review. Please contact me with any questions.

Thank you,

Brooke E. Tedesco

Account Manager

AT&T Growth Markets

(voice) 877-295-3883 ext. 4380

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Customer Name: MCLEAN COUNTY LAW AND JUSTICE	AT&T	Customer Account #: 0192157595001
Customer Full Address & Zip: 104 E FRONT ST BLOOMINGTON, IL 61701	AT&T Full Address & Zip: 2 Northern Concourse Blvd North Syracuse, NY 13212	Customer Contact: JACKIE DOZIER Tel. #:3098885148 AT&T Contact: Tel. #: +1 877 295-3883 Email ID: brooketedesco@att.com
Master Customer No.: K30451		AE PID:

1. I appoint AT&T as my agent to handle all arrangements with the Local Exchange Company(s) (LEC) for establishing or changing AT&T Long Distance Service, 'Local Toll' Service, Local Service and International Service. AT&T may offer such service for all telephone lines associated with the main Billed Telephone Number(s) (BTN) listed below or in the attachment, and to issue instructions to and to otherwise deal with the LEC regarding the BTNs. If this authorization does not specify the specific BTNs, this appointment shall extend to all service accounts for which customer appears as the customer of record.

2. It is understood that: Only one carrier may be designated for Long Distance Service. Only one carrier may be designated for 'Local Toll' Service. Only one carrier may be designated for Local Service. Only one carrier may be designated for International Service for each designated telephone number and that the selection of more than one carrier for either Long Distance Service, 'Local Toll' Service, Local Service, or International Service will invalidate any choice.

3. IT IS FURTHER UNDERSTOOD THAT DURING THE INITIAL PRESUBSCRIPTION PERIOD FOR 'LOCAL TOLL' SERVICE, AS DEFINED BY THE STATE GOVERNING BODY, THE PIC CHANGE CHARGE MAY BE WAIVED FOR AN INITIAL TIME PERIOD. HOWEVER, IT IS ACKNOWLEDGED THAT A CHARGE PER LINE MAY BE APPLIED BY THE LOCAL TELEPHONE COMPANY FOR SUBSEQUENT CHANGES

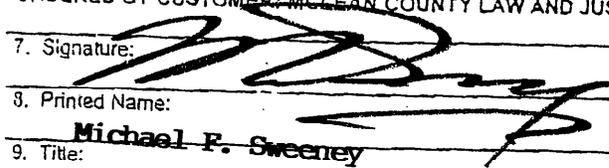
4. THIS APPOINTMENT IS FOR:

LONG DISTANCE (INTERLATA) SERVICE	Yes
LOCAL TOLL (INTRALATA) SERVICE	Yes YES MS
LOCAL SERVICE	Yes NO MS
CELLULAR	Yes NO MS
INTERNATIONAL SERVICE (HAWAII ONLY)	Yes NO MS

5. THIS APPOINTMENT IS APPLICABLE TO THE FOLLOWING LOCATIONS (CHOOSE ONE)

Blanket LOA (For all locations in the United States)	Blanket LOA
Location Specific LOA (Specify applicable Billed Telephone Numbers and/or Working Telephone Numbers as attached)	Blanket LOA

6. This Appointment revokes any prior appointments for the services involved here and may be revoked at any time.

ORDERED BY CUSTOMER: MCLEAN COUNTY LAW AND JUSTICE	ACCEPTED BY AT&T:
7. Signature: 	11. Signature
8. Printed Name: Michael P. Sweeney	12. Printed Name: Judy Fero
9. Title: Chairman, McLean County Board	13. Title: FMM
10. Date: March 20, 2001	14. Date:

This authorization shall continue in force unless and until revoked by the customer.

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AT&T MA Reference No. \_\_\_\_\_  
Attachment No. \_\_\_\_\_

## AT&T Service Order Attachment-Voice/Data Services

### GENERAL PROVISIONS

- Except as otherwise provided in this Attachment, the provisions, rates and regulations that apply to the Services Provided specified in Section 1., following, are as set forth in AT&T Tariff F.C.C. No. 1, 2 and 14, as amended from time to time (the "Applicable Tariffs").

### SERVICES PROVIDED

AT&T UNIPLAN Service OneRate Pricing Option IV (ORPO IV) and Associated Optional Domestic AT&T 800 Services

### 1. ATTACHMENT TERM, RENEWAL OPTIONS

The term of this Attachment is 1 Year. The term, discounts and rates commence beginning with the first full billing cycle following the Effective Date of this Attachment (EDA). The EDA is upon signature by both parties. No renewal option is available for this Attachment.

### 3. MINIMUM COMMITMENTS/CHARGES

The Minimum Annual Revenue Commitments (MARC) for the AT&T UNIPLAN Service ORPO IV and Associated Optional AT&T 800 Services provided under this Attachment is \$12,000 for each year of the Attachment Term.

The MARC will be satisfied by the Customer's total Gross Monthly Usage Charges (GMUC) for the Services Provided under this Attachment. If, on any anniversary of the EDA, the Customer has failed to satisfy the MARC for the preceding year, the Customer will be billed a shortfall charge in an amount equal to the difference between the MARC and the total of the actual GMUCs for that year.

The Customer may, upon written notice to AT&T at least 30 days prior to any anniversary of the EDA, commit to satisfy 10% or 20% of the MARC under this Attachment with AT&T UNIPLAN Service ORPO IV international GMUCs, for each year remaining in the Term. If, on any anniversary of the EDA following the Customer's election, the Customer has failed to satisfy the international commitment for the preceding year, the Customer will be billed a shortfall charge in an amount equal to the difference between the committed amount and the total of the actual international GMUCs for that year.

### 4. ATTACHMENT PRICE

AT&T reserves the right to increase rates for the Services Provided as a result of expenses incurred by AT&T relating to regulatory assessments stemming from an order, rule or regulation of the Federal Communications Commission or other regulatory authority or court having competent jurisdiction (including but not limited to payphone, PICC and USF related expenses), regardless of any stabilization or rates that may appear in this Attachment.

If the Customer has elected to satisfy 10% of the MARC with AT&T UNIPLAN Service ORPO IV International usage charges, the Customer will receive the International Intense Rates specified in AT&T Tariff F.C.C. No. 1; or

If the Customer has elected to satisfy 20% of the MARC with AT&T UNIPLAN Service ORPO IV International usage charges, the Customer will receive the Global Option International Rates specified in AT&T Tariff F.C.C. No. 1.

### 5. DISCOUNTS

All discounts are applied in the same manner as specified in the AT&T Tariffs listed in Section 1., and no other discounts will apply.

### AT&T UNIPLAN Service ORPO IV and Associated Optional AT&T 800 Services

Discount	Applied to the total monthly	On Amounts up to
51%	Domestic Interstate AT&T UNIPLAN Service ORPO IV and Associated Optional Domestic Interstate AT&T 800 Services	\$1,200,000
43%	International AT&T UNIPLAN Service ORPO IV and Associated Optional International AT&T 800 Services	\$1,200,000
33%	Other Qualified AT&T UNIPLAN Service ORPO IV and Associated Optional AT&T 800 Services	\$1,200,000

### 6. CLASSIFICATIONS, PRACTICES AND REGULATIONS

#### 6.1 PROMOTIONS

The Customer is ineligible for any promotions, credits or waivers for the filed in AT&T tariffs, except for the promotion(s) specified below, which even though such promotion(s) may be due to expire or have expired, remain available to any Customer who orders this Attachment during the Availability Period.

AT&T Tariff F.C.C. No.	Section Number	Expiration Date
1	8.1.1.2183	March 31, 2001
AT&T Tariff F.C.C. No.	Section Number	Expiration Date
1	8.1.1.2189	June 8, 2001

#### 6.2 DISCONTINUANCE

The Customer may discontinue this Attachment prior to the end of the Attachment Term, provided the Customer replaces this Attachment with another AT&T Attachment for other AT&T Services having an equal or greater new annualized MARC or a combined annualized revenue commitment for Voice and Data Services provided the value of the new term and commitment is equal to or greater than the value of the remaining term and commitment. However, the Customer will be billed a Shortfall Charge equal to the difference between: (1) the prorated MARC for the year in which the Customer discontinues, and (2) the total of the actual GMUCs under this Attachment for that year, provided the amount in (2) is less than the amount in (1).

AT&T MA Reference No. \_\_\_\_\_  
Attachment No. \_\_\_\_\_

## AT&T Service Order Attachment-Voice/Data Services

If the Customer discontinues this Attachment for any reason other than specified above, prior to the expiration of the Attachment Term, a Termination Charge will apply. The Termination Charge will be an amount equal to 100% of the unsatisfied MARC for the year in which the Customer discontinues this Attachment and 100% of the MARC for each year remaining in the Attachment Term. Additionally, the Customer cannot discontinue this Attachment without liability under the AT&T UNIPLAN Service Term Plan Satisfaction Guarantee.

### 6.3 AVAILABILITY

This Attachment is available only to Customers who:

- (1) will order this Attachment only once, either by the Customer or any Affiliate of the Customer, which is any entity that owns a controlling interest in either the Customer or an Affiliate of the Customer, or any entity in which a controlling interest is owned by either the Customer or an Affiliate of the Customer;
- (2) are current in payment to AT&T for its existing tariffed telecommunications services;
- (3) have received an offer for substantially similar services from another provider at an equal or lower price; and
- (4) request initial installation of the Services Provided under this Attachment within 30 days after the date ordered.

### 7. RATES

- The following rates apply in lieu of the corresponding rates set forth in the Applicable Tariffs.
- Will be increased or decreased by the same percentage as any increase or decrease for the corresponding rates in AT&T Tariff F.C.C. No. 1. AT&T will automatically make rate adjustments under this provision as necessary.

<u>Outbound/Inbound Calls</u>	<u>Peak Per Minute</u>	<u>Off-Peak Per Minute</u>
Switched Access	\$.1500	\$.1320
Dedicated Access	\$.0960	\$.0840

**AT&T UniPlan Service**



CUSTOMER: MCLEAN COUNTY LAW AND JUSTICE

AT&T

Full Address (Include Country & Zip Code )  
104 E FRONT ST  
BLOOMINGTON, IL 61701

Full Address (include Country & Zip Code )  
2 Northern Concourse Blvd  
North Syracuse, NY 13212

Customer Contact JACKIE DOZIER  
Phone No. 3098885148  
Type of Sale: Retention

AT&T Contact Brooke Tedesco  
Phone No: +1 877 295-3883

If existing give account information:

Account #: 0192157595001

MCN #: K30451

CID #: 39021124606

Contract Tariff No. :

Main Billed Number : 3098885148

Tax Exempt: No

Customer hereby places an order for the following AT&T UniPlan Service. Additional requirements may apply, including but not limited to, monitoring conditions, in place requirements, termination charges, and shortfall charges.

AT&T UNIPLAN OneRate Option  
IV-Retention  
IN06808/ZZ480262  
Term Plan: 12 mos.

CT Number: Illustrative  
attached

Annual Revenue: \$12,000.00

Discounts: Interstate: 51%

International: 43%

Intrastate: 33%

AT&T Proprietary Use Pursuant to Company Instructions  
AT&T Retention: 3 Years After Termination of Agreement

AT&T MASTER AGREEMENT  
MA Reference No. 51- 684

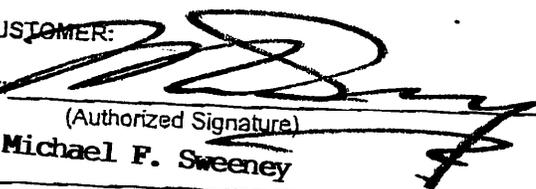
<b>CUSTOMER Legal Name:</b> ("Customer", "You" or "Your")	AT&T Corp. ("AT&T")
MCLEAN COUNTY LAW AND JUSTICE	AT&T Corp.
<b>CUSTOMER Address:</b>	<b>AT&amp;T Address:</b>
104 E FRONT ST BLOOMINGTON IL 61701	55 Corporate Drive Bridgewater, New Jersey 08807
<b>CUSTOMER Contact:</b>	<b>AT&amp;T Contact:</b>
Name: JACKIE DOZIER  Title: Telephone: 3098885148 Fax: 3098885209 Email:	Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a> url: <a href="http://ma.kweb.att.com/">http://ma.kweb.att.com/</a> Fax: 908-658-2562

This Agreement consists of the attached General Terms and Conditions and all service attachments ("Attachments") attached hereto or subsequently signed by the parties and that reference this Agreement (collectively, this "Agreement"). In the event of a conflict between the General Terms and Conditions and any Attachment, the Attachment shall take precedence.

This Agreement shall become effective when signed by both parties and shall continue in effect for as long as any Attachment remains in effect, unless earlier terminated in accordance with the provisions of the Agreement. The term of each Attachment is stated in the Attachment.

SIGNATURE BELOW BY YOUR AUTHORIZED REPRESENTATIVE IS YOUR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT

CUSTOMER:

By:   
(Authorized Signature)  
**Michael F. Sweeney**

(Typed or Printed Name)

**Chairman, McLean County Board**

(Title)

**March 20, 2001**

(Date)

AT&T CORP.

By: \_\_\_\_\_  
(Authorized Signature)

(Typed or Printed Name)

(Title)

(Date)

AT&T MA Reference No.

### GENERAL TERMS AND CONDITIONS

The following terms and conditions shall apply to the provision and use of the products and services ("Service" or "Services") provided by AT&T pursuant to this Agreement.

#### 1.0 DEFINITIONS

1.1 "Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party, and, in the case of AT&T, it also means any entity which AT&T has authorized to offer any Service or part of any Service.

1.2 "Content" means information made available, displayed or transmitted in connection with a Service (including, without limitation, information made available by means of an HTML "hot link", a third party posting or similar means) including all trademarks, service marks and domain names contained therein as well as the contents of any bulletin boards or chat forums, and, all updates, upgrades, modifications and other versions of any of the foregoing.

1.3 "User" means anyone who uses or accesses any Service purchased by You under this Agreement.

#### 2.0 CHARGES AND BILLING

2.1 You shall pay AT&T for Your and Users' use of the Services at the rates and charges specified in the Attachments, without deduction, setoff or delay for any reason. Charges set forth in the Attachments are exclusive of any applicable taxes. You may be required at any time to pay a deposit if AT&T determines that You are not creditworthy.

2.2 You shall pay all shipping charges, taxes (excluding those on AT&T's net income) and other similar charges (and any related interest and penalties) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent a valid tax exemption certificate is provided by You to AT&T prior to the delivery of Services.

2.3 Payment in U.S. currency is due within thirty (30) days after the date of the invoice and shall refer to the invoice number. Restrictive endorsements or other statements on checks accepted by AT&T will not apply. You shall reimburse AT&T for all costs (including reasonable attorney fees) associated with collecting delinquent or dishonored payments. At AT&T's option, interest charges may be added to any past due amounts at the lower of 1.5% per month or the maximum rate allowed by law.

#### 3.0 RESPONSIBILITIES OF THE PARTIES

3.1 AT&T agrees to provide Services to You, subject to the availability of the Services, in accordance with the terms and conditions, and at the charges specified in this Agreement, consistent with all applicable laws and regulations.

3.2 You shall assure that Your and Users' use of the Services and Content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. AT&T reserves the right to terminate affected Attachments, suspend affected Services, and/or remove Your or Users' Content from the Services, if AT&T determines that such use or Content does not conform with the requirements set forth in this Agreement or interferes with AT&T's ability to provide Services to You or others or receives notice from anyone that Your or Users' use or Content may violate any laws or regulations. AT&T's actions or inaction under this Section shall not constitute review or approval of Your or Users' use or Content. AT&T will use reasonable efforts to provide notice to You before taking action under this Section.

#### 4.0 USE OF INFORMATION

4.1 All documentation, technical information, Software, business information, or other materials that are disclosed by either party to the other in the course of performing this Agreement shall be considered proprietary information ("INFORMATION") of the disclosing party, provided such information is in written or other tangible form that is clearly marked as "proprietary" or "confidential". This Agreement shall be deemed to be AT&T and Your INFORMATION. Your Content shall be deemed to be Your INFORMATION.

4.2 Each party's INFORMATION shall, for a period of three (3) years following its disclosure (except in the case of Software, for an indefinite period): (i) be held in confidence; (ii) be used only for purposes of performing this Agreement (including in the case of AT&T, the ability to monitor and record Your transmissions in order to detect fraud, check quality, and to operate, maintain and repair the Services) and using the Services; and (iii) not be disclosed except to the receiving party's employees, agents and contractors having a need-to-know (provided that such agents and contractors are not direct competitors of either party and agree in writing to use and disclosure restrictions as restrictive as this Article 4), or to the extent required by law (provided that prompt advance notice is provided to the disclosing party to the extent practicable).

4.3 The restrictions in this Article shall not apply to any information that: (i) is independently developed by the receiving party; or (ii) is lawfully received by the receiving party free of any obligation to keep it confidential; or (iii) becomes generally available to the public other than by breach of this Agreement.

#### 5.0 PUBLICITY AND MARKS

5.1 No public statements or announcements relating to this Agreement shall be issued by either party without the prior written consent of the other party.

5.2 Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin (collectively "Marks") without the other party's prior written consent, provided that such consent may be revoked at any time.

#### 6.0 SOFTWARE

6.1 AT&T grants You a personal, non-transferable and non-exclusive license (without the right to sublicense) to use, in object code form, all software and associated written and electronic documentation and data furnished pursuant to the Attachments (collectively, the "Software"), solely in connection with the Services and solely in accordance with applicable written and electronic documentation. You will refrain from taking any steps to reverse assemble, reverse compile or otherwise derive a source code version of the Software. The Software shall at all times remain the sole and exclusive property of AT&T or its suppliers. "Third-Party Software" means Software that bears a copyright notice of a third party. "AT&T Software" means all Software other than Third-Party Software.

6.2 You shall not copy or download the Software, except to the extent expressly provided otherwise in the applicable documentation for the Service or in a writing signed by AT&T. Any copy must contain the same copyright notices and proprietary markings as the original Software.

6.3 You shall assure that Your Users comply with the terms and conditions of this Article 6.

6.4 The term of the license granted hereunder shall be terminous with the Attachment which covers the Software.

6.5 You agree to comply with any additional restrictions that are provided with any Third-Party Software.

6.6 AT&T warrants that all AT&T Software will perform substantially in accordance with its applicable published specifications during a warranty period of ninety (90) days beginning on the date of delivery of the AT&T Software to You. If You return to AT&T, within the ninety (90) day warranty period, any AT&T Software that does not comply with this warranty, then AT&T, at its option, will either repair or replace the portion of the AT&T Software that does not comply or refund the amount paid by You for such failed or defective AT&T Software. This warranty will apply only if the AT&T Software is used in accordance with the terms of this Agreement and is not altered, modified or tampered with by You or Users.

#### 7.0 ADJUSTMENTS TO MINIMUM PURCHASE COMMITMENTS

In the event of a business downturn beyond Your control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of your business, or network optimization using other AT&T Services, or reduction of the rates and charges, or chronic Service failures, or force majeure events, any of which significantly impairs your ability to meet Your minimum purchase commitments under an Attachment, AT&T will offer to adjust the affected commitments so as to reflect Your reduced traffic volumes, after taking into account the effect of such a reduction on AT&T's costs and the AT&T prices that would otherwise be available at the revised commitment levels. If we reach mutual agreement on revised purchase commitments, we will amend or replace the affected Attachment, as applicable. This provision shall not apply to a change resulting from a decision by You to transfer portions of Your traffic or projected growth to service providers other than AT&T. You must give AT&T written notice of the conditions You believe will require the application of this provision. This provision does not constitute a waiver of any charges, including shortfall charges, incurred by You prior to amendment or replacement of the affected Attachment.

#### 8.0 FORCE MAJEURE

Neither AT&T nor You shall be liable for any delay, failure in performance, loss or damage due to: fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes; acts of civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control, whether or not similar to the foregoing, except that Your obligation to pay for charges incurred for Services received by You shall not be excused.

#### 9.0 LIMITATIONS OF LIABILITY

9.1 For purposes of all exclusive remedies and limitations of liability set forth in this Agreement or any Attachment, "AT&T" shall be defined as AT&T, its Affiliates, and its and their employees, directors, officers, agents, representatives, subcontractors, interconnection service providers and suppliers; and "You" shall be defined as You, Your Affiliates, and Your and their employees, directors, officers, agents, and representatives; and "Damages" will refer collectively to all injury, damage, liability, loss, penalty, interest and expense incurred.

9.2 EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDIES, FOR ANY DAMAGES CAUSED BY ANY SERVICE DEFECT OR FAILURE, OR FOR OTHER CLAIMS ARISING IN CONNECTION WITH ANY

SERVICE OR OBLIGATIONS UNDER THIS AGREEMENT SHALL BE:

(i) FOR BODILY INJURY OR DEATH TO ANY PERSON, OR REAL OR TANGIBLE PROPERTY DAMAGE, NEGLIGENCE CAUSED BY A PARTY, OR DAMAGES ARISING FROM THE WILLFUL MISCONDUCT OF A PARTY OR ANY BREACH OF ARTICLES 4 OR 5, THE OTHER PARTY'S RIGHT TO PROVEN DIRECT DAMAGES;

(ii) FOR DEFECTS OR FAILURES OF SOFTWARE, THE REMEDIES SET FORTH IN SECTION 6.6;

(iii) FOR INTELLECTUAL PROPERTY INFRINGEMENT, THE REMEDIES SET FORTH IN ARTICLE 11;

(iv) FOR DAMAGES OTHER THAN THOSE SET FORTH ABOVE AND NOT EXCLUDED UNDER THIS AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY TWELVE (12) MONTH PERIOD) AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS MADE BY YOU FOR THE AFFECTED SERVICE DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED. THIS SHALL NOT LIMIT YOUR RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

9.3 EXCEPT FOR THE PARTIES' ARTICLE 11 OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS.

9.4 AT&T ALSO SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY YOU OR THIRD PARTIES; SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS); OR, UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF YOUR, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.

9.5 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AT&T MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. EQUIPMENT PROVIDED BY AT&T IN CONJUNCTION WITH A SERVICE IS PROVIDED ON AN "AS IS" BASIS.

9.6 THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY: (i) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE; AND (ii) WHETHER OR NOT DAMAGES WERE FORESEEABLE. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

#### 10.0 TERMINATION

10.1 If a party fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for thirty (30) days after receipt of written notice, (i) the other party may terminate for cause any Attachment affected

by the breach, or (ii) where the failure is a non-payment by You of any charge when due, AT&T may, at its option, terminate or suspend Service or require a deposit under affected Attachments.

10.2 An Attachment may be terminated immediately upon written notice by: (i) either party if the other party has violated the other party's Marks, becomes insolvent or involved in a liquidation or termination of its business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty (30) days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors; or (ii) either party due to a material breach of any provision of Article 4.

10.3 You shall be responsible for payment of all charges under a terminated Attachment incurred as of the effective date of termination. You shall also be liable to AT&T for Termination Charges, if specified in a terminated Attachment, in the event that AT&T terminates under Section 10.1 or 10.2, or You terminate without cause.

10.4 Termination by either party of an Attachment does not waive any other rights or remedies it may have under this Agreement. Termination or suspension of an Attachment shall not affect the rights and obligations of the parties under any other Attachment.

**11.0 FURTHER RESPONSIBILITIES**

11.1 AT&T agrees to defend or settle any claim against You and to pay all Damages that a court may award against You in any suit, that alleges a Service infringes any patent, trademark, copyright or trade secret, except where the claim or suit arises out of or results from: Your or User's Content; modifications to the Service or combinations of the Service with non-AT&T services or products, by You or others; AT&T's adherence to Your written requirements; or, use of the Service in violation of this Agreement. You agree to defend or settle, at Your own expense and without prejudice to AT&T or AT&T's continued provisioning of the Service to You or others, all claims or suits against AT&T covered by the exceptions in the preceding sentence and shall immediately cease any activity which gives rise to the alleged infringement. The indemnifying party will also pay all Damages and costs that by final judgment may be assessed against the indemnified party due to infringement by the indemnifying party.

11.2 Whenever AT&T is responsible under Section 11.1, AT&T may at its option either procure the right for You to continue using, or may replace or modify the alleged infringing Service so that the Service becomes noninfringing, but if those alternatives are not reasonably achievable, AT&T may terminate the affected Attachment without liability other than as stated in Section 11.1.

11.3 AT&T grants to You the right to permit Users to access and use the Services, provided that You shall remain solely responsible for the access and use by any User of the Services. You shall defend, indemnify and hold harmless AT&T from and against all Damages arising out of third party claims relating to Your or Users' use of the Service or Content or performance of the Service.

11.4 The indemnified party under this Article 11: (i) must notify the other party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the other party is prejudiced thereby; (ii) shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but acknowledges that the other party shall have control of the defense or settlement; and (iii) shall reasonably cooperate with the defense.

**12.0 GENERAL PROVISIONS**

12.1 Any supplement, modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement shall not operate as a waiver of any other breach of this Agreement.

12.2 This Agreement may not be assigned by either party without the prior written consent of the other, except that either party may, without the other party's consent, assign this Agreement or any Attachment to a present or future Affiliate or successor, provided that any such assignment by You shall be contingent upon AT&T determining the assignee to be creditworthy and in compliance with any eligibility criteria for the Services. AT&T may subcontract work to be performed under this Agreement, but shall retain responsibility for all such work.

12.3 If any portion of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect and the parties shall promptly negotiate to replace invalid or unenforceable portions that are essential parts of this Agreement.

12.4 Any legal action arising in connection with this Agreement must begin within two (2) years after the cause of action arises.

12.5 All notices under this Agreement shall be in writing and either mailed by certified or registered mail, postage prepaid return receipt requested, sent by express courier or hand delivered and addressed to each party at the address set forth on the cover page of this Agreement or, if the notice relates to a specific Attachment, the address set forth in such Attachment, or such other address that a party indicates in writing.

12.6 State law issues concerning construction, interpretation and performance of this Agreement shall be governed by the substantive law of the State of New York, excluding its choice of law rules. The United Nations Convention on Contracts for International Sale of Goods shall not apply.

12.7 This Agreement does not provide any third party (including Users) with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

12.8 The respective obligations of You and AT&T, which by their nature would continue beyond the termination or expiration of any Attachment or this Agreement, including, without limitation, the obligations regarding confidentiality, publicity and Marks, and limitations of liability, shall survive termination or expiration.

12.9 THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES. THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, STATEMENTS OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, OR THE RIGHTS AND OBLIGATIONS RELATING TO THE SERVICES. THIS AGREEMENT SHALL NOT BE CONTRADICTED, OR SUPPLEMENTED BY ANY WRITTEN OR ORAL STATEMENTS, PROPOSALS, REPRESENTATIONS, ADVERTISEMENTS, SERVICE DESCRIPTIONS OR YOUR PURCHASE ORDER FORMS NOT EXPRESSLY SET FORTH IN THIS AGREEMENT OR AN ATTACHMENT.

## **Request for Approval To Renew Service Contract with AT&T**

To the Honorable members of the McLean County Executive Committee:

I respectfully request renewal of our long distance contract with AT&T. This is a one year renewal, with rates attached in the contract. In addition, AT&T will begin issuing computer-organized billing for use in the auditor's office as part of this contract. Please see the attached contract for specifics.

Please note also that in response to concerns voiced by McLean County, per Ms. Brooke Tedesco's instructions, I have lined out and written 'No' next to the services of Local Service, Cellular and International Service. These are services not necessarily provided locally by AT&T which McLean County then retains the right of using alternate service providers.

Respectfully Submitted,

Craig Nelson  
Director, Information Services.

Members Sommer/Emmett moved the County Board approve a Request for Approval to Renew Contract with AT&T for Long Distance Telephone Service - Information Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer stated the Items of Information are located on pages 51-88.

Members Sorensen/Renner moved the topic of Illinois Power tree trimming be sent to Executive Committee's April Meeting. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

PROPERTY COMMITTEE:

Member Salch, Chairman, presented the following:



## EMERGENCY TELEPHONE SYSTEM BOARD

2411 E. Empire St.  
Bloomington, IL 61704-8200

Ph. (309) 663-9911  
Fax (309) 664-7917

### MEMO

**Date:** 2/8/01  
**To:** Mr. John Zeunik, County Administrator  
**Cc:** file  
**From:** W H Gamblin, E9-1-1 Administrator  
**RE:** Building Modification

Recently a meeting was held with Shawn Walker, Jack Moody, Tom Hawk, and myself regarding the need to upgrade the entrance doors to meet the Illinois Commerce Commission regulations<sup>1</sup>. Specifically the need to replace the doors with bullet resistant material and a control entry device.

The outcome of the meeting was:

1. The 2411 Empire Building is still under the PBC.
2. The project would need to be coordinated with the PBC and the county to complete the project.
3. The scope of the project was beyond the resources of the FM department.
4. That FM acts as the Project Management and Facilitator of the project regarding the bidding, construction, etc. while working with the ETSB.
5. That the ETSB will fund the project so that no costs would be incurred by the PBC or the county.
6. That ETSB would provide the requirements for the project to FM.

Briefly, the project consists of removing one of the two doorways from the lobby to the center and updating the remaining door with bullet resistant material. This upgrade would also include an entry control device on the remaining door.

Mr. Moody asked that I contact you so that he may begin the project upon conferring with you.

Thank you for your assistance in this matter.

Respectfully, *W H Gamblin*

<sup>1</sup> 50ILCS 750/10.2 Emergency Telephone Act and Title 83: Public Utilities, Chapter 1, Illinois Commerce Commission, Sub Chapter Telephone Utilities, Part 725, Sub Part G, Section 725.700, paragraphs: a), b), c).

TITLE 83: PUBLIC UTILITIES  
CHAPTER I: ILLINOIS COMMERCE COMMISSION  
SUBCHAPTER f: TELEPHONE UTILITIES

PART 725  
STANDARDS OF SERVICE APPLICABLE TO 9-1-1 EMERGENCY SYSTEMS

SUBPART A: GENERAL PROVISIONS

Section	
725.100	Application of Part
725.101	Waivers
725.105	Definitions

SUBPART B: AUTHORIZATION TO OPERATE

Section	
725.200	General Requirements
725.205	Tentative Plans
725.210	Final Plans
725.215	Order of Authority
725.220	Records and Reports
725.225	Auditing

SUBPART C: MANAGEMENT AND STAFFING

Section	
725.300	Management Systems
725.305	Commission Liaison

SUBPART D: STANDARDS OF SERVICE

Section	
725.400	General Standards

SUBPART E: ENGINEERING

Section	
725.500	Telecommunications Carriers
725.505	Public Safety Answering Point

SUBPART F: OPERATIONS

Section	
725.600	System Review
725.605	Written Operating Procedures

## Section 725.700 Physical Security

- a) Critical areas of a PSAP, backup PSAP, and secondary PSAP shall have adequate physical security to prevent malicious disruption of service. PSAP personnel shall be isolated from direct public contact. Such critical areas shall, at a minimum, include all communications equipment, communications personnel, and mechanical equipment rooms that are vital to the operation of the PSAP.
- b) Wherever practical, service entrances for electric and telephone service shall be underground, at least to the respective utility's serving distribution facility. Sufficient protective measures shall be taken against vandalism and natural or manmade hazards at each PSAP.
- c) Access to the communications mechanical equipment rooms shall be restricted within the building by means of secured doors.

## SUBPART H: SURCHARGE

### Section 725.800 Assessment of Surcharge

- a) Any municipality or any county may impose a monthly surcharge on billed subscribers of network connections provided by telecommunications carriers engaged in the business of transmitting messages by means of electricity originating within the corporate limits of the municipality or county imposing the surcharge, provided that:
  - 1) The rate at which the surcharge shall be determined shall be established by passage of a referendum by the electors and passage of an ordinance imposing the surcharge by the municipality or county.
  - 2) The referendum requirement in subsection (a)(1) of this Section shall not apply to any municipality with a population over 500,000 and the surcharge may not exceed \$1.25 per network connection.
- b) The surcharge per month per network connection allowed by Section 15.3 of the Emergency Telephone System Act [50 ILCS 750/15.3] and upon passage of an ordinance by the municipality or county shall be collected by the telecommunications carrier and held in a special fund for the municipality, county or joint ETSB imposing the surcharge. The amount of surcharge collected by the telecommunications carrier shall be paid to the particular municipality, county, or joint ETSB not later than 30 days after the surcharge is collected, net any network or other sophisticated 9-1-1 system charges due the particular telecommunications carrier. The telecommunications carrier collecting the surcharge shall be entitled to

Members Salch/Bostic moved the County Board approve a Request for Approval of Building Modifications of the 2411 Empire Street Building to Comply with Illinois Commerce Commission Regulations - E-911 Administration. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Salch stated the Items to be Presented for Information are located on pages 93-97.

**FINANCE COMMITTEE:**  
Member Sorensen, Chairman, presented the following:

**AGREEMENT BETWEEN MCLEAN COUNTY BOARD  
AND LABORERS' INTERNATIONAL UNION OF  
NORTH AMERICA LOCAL #362 AFL-CIO**

**Effective January 1, 2001 to December 31, 2003**

e:\ed\unions\lab36201.con

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## PREAMBLE

This Agreement is entered into between the McLean County Board, on behalf of the County of McLean, a body politic and corporate, and the Laborers' International Union of North American Local #362 (hereinafter referred to as the "Union").

It is the purpose of this Agreement and the intent of the parties to establish harmonious understandings and relationships between the Employer and the Union; to promote efficiency and effectiveness; and to establish wages, hours, and other conditions of employment for the employees covered by this Agreement. Therefore, the parties agree, by their duly authorized agents, to comply with the terms set forth in the following pages for the specified terms of this Agreement.

**ARTICLE 1**

**RECOGNITION**

Section 1 The Employer recognizes the Union as the exclusive Bargaining Representative of the persons employed by the Metro McLean County Centralized Communication Center (MetCom), McLean County, Illinois, in the following job title:

Telecommunicator

and for such successor or replacement titles as may from time-to-time be designated.

The Emergency Communications Supervisor is not a member of the Bargaining Unit.

Section 2 The Employer recognizes the Union for purposes of bargaining for the employees covered by this Agreement with respect to wages, hours and other conditions of employment.

Section 3 MetCom agrees that it does not intend to hire permanent part-time employees to perform bargaining unit work.

## ARTICLE 2

### MANAGEMENT RIGHTS

Section 1 It is expressly understood and agreed that all functions, rights, powers, or authority of the administration of the County which are not specifically limited by the express language of this Agreement are retained by the County provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

## ARTICLE 3

### NO STRIKE-NO LOCKOUT

#### Section 1 Commitment

The Union, its officers, staff, members and any employee covered by this Agreement shall not call, institute, authorize, participate in, sanction, encourage or ratify any strike activity, work stoppage or engage in any other concerted activity to cause any person to interfere with the Employer's operations, activities or fulfillment of the Employer's mission, in whole or in part, for any reason during the term of this Agreement. Neither the Employer nor its agent(s) shall for any reason(s) authorize, institute, aid or promote any lockout of employees covered by this Agreement during the term of this Agreement.

#### Section 2 Penalties

Any employee who violates the prohibitions of Article 3, Section 1, shall be subject to immediate disciplinary action which may include discharge for such activity.

#### Section 3 Resumption of Operations

In the event of any action prohibited by Article 3, Section 1, the Union immediately shall publicly disavow such action and request the offenders to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Article.

## ARTICLE 4

### NON-DISCRIMINATION

Section 1 Neither the Employer nor the Union shall discriminate against any employee on the basis of race, color, gender, religion, national origin, union membership, age, physical or mental handicaps, marital status or political affiliation and/or beliefs.

Section 2 The Employer and the Union shall adhere to all State and Federal laws relating to affirmative action principles and equal opportunity employment.

Section 3 It is agreed that wherever the masculine pronoun is used in this Agreement, it is used in its generic sense and refers to all employees, regardless of gender.

**ARTICLE 5**  
**RATES OF PAY**

Rates of pay for the duration of this contract shall be in accordance with Appendix A.

(a) Probationary Employees

Newly hired employees shall remain at the first rate until successful completion of a one-year probation period, and then be compensated at the second rate.

(b) Once an employee has reached the second rate, he shall remain at that step and each successive step on the salary schedule for one year, except for any loss of service credit as provided elsewhere in this agreement.

(c) All changes in rates of pay shall be effective on the first day of the pay period, which begins on or after the date of the employee's eligibility.

(e) Annual wage increase, percentages and effective dates shall be effective as follows:

2001 – December 31, 2000	2.9%
2002 – December 30, 2001	2.8%
2003—December 29, 2002	2.8%

(f) Telecommunicators who are assigned to training duty shall receive one-half (1/2) hour of pay at their appropriate rate for every day assigned to training duty.

(g) Telecommunicators who are assigned as acting supervisor(s) shall receive ten (10) percent in addition to their regular pay rate.

## ARTICLE 6

### UNION SECURITY CLAUSE

Employees who elect to join the Union shall pay dues for the duration of this contract. All employees working in the Bargaining Unit on the effective date of this Agreement shall have a period of thirty (30) calendar days to decide whether or not they wish to become members of the Union. All employees in the Bargaining Unit who are hired after the effective date shall likewise have thirty (30) calendar days to decide whether or not they wish to become members of the Union. Those employees electing not to become members of the Union will be under no obligation to do so. They may, however, join the Union at any time. All employees are free to resign from the Union during the thirty (30) day period immediately preceding the expiration of this Collective Bargaining Agreement. The Emergency communications Supervisor is not a member of the Bargaining Unit, and shall not pay dues.

## ARTICLE 7

### DUES CHECKOFF

The Union will provide the Employer with completed authorization cards for each employee who has elected to become a member of the Union and to have his dues deducted from his paycheck, pursuant to the completed Authorization for Payroll Deduction Form as shown on page 12 of this agreement. Periodic dues will be withheld by the Employer beginning the pay period immediately following receipt of the authorization cards. On a monthly basis, the Employer will remit to the Union dues withheld.

Such payroll deduction will continue unless the employee withdraws his authorization, is no longer in this Bargaining Unit or has net earnings less than the amount of the dues deductions.

The Union agrees to indemnify and hold harmless the Employer against any and all claims, suits, orders or judgments arising as a result of any action taken or not taken by the County under the provisions of this Article.

**AUTHORIZATION FOR PAYROLL DEDUCTION**

To: McLean County Treasurer

I, \_\_\_\_\_, hereby request and authorize you to deduct from my earnings the monthly Union membership dues established by Laborers' International Union, Local #362, MetCom Unit #9. I authorize and direct you to deduct one-half of said membership dues from each of my first two bi-weekly paychecks each month after the date this assignment is delivered to you and to remit same to the Treasurer of Laborers' International Union, Local #362.

This authorization and direction shall become operative on the date it is delivered to you and may be revoked in writing within the last thirty (30) days of my contract year or as otherwise provided by law or in the relevant Labor Agreement.

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Signature \_\_\_\_\_ Date \_\_\_\_\_

## ARTICLE 8

### APPROVED LEAVE

Section 1a Military Leave: An employee who is a member of a reserve component of the Armed Services or the Illinois National Guard shall be granted training leave. The County shall continue to pay the employee's base salary for two (2) work weeks per calendar year. This two week military training leave shall be granted without the loss of seniority. The employee shall have the option of keeping his military training pay and foregoing payment by the County; however, if he elects to receive his salary from the County for that period of leave, he must endorse over to the County his payment received from the Armed Service or National Guard.

Section 1b All other military leave(s) shall be in accordance with State and Federal law.

Section 2 Jury Duty and Other Non-Work Related Court Appearances

Upon notice to the Department Head, employees shall be permitted authorized absence from duty for appearance in court because of jury service or by direction of proper authority.

- (a) Said absence from duty will be with full pay each regularly scheduled work day the employee serves on jury duty.
- (b) Attendance in court in connection with an employee's official usual duty or subpoenaed in connection with a case in which the MetCom is a party shall not be considered absence from duty within the meaning of this policy. Court appearances in connection with an employee's official usual duty outside the employee's regularly scheduled work hours will be compensated at a minimum of

two (2) hours at the appropriate overtime rate. For such appearances outside the Bloomington-Normal area, travel time will also be compensated.

- (c) Nothing in this Agreement shall require the Employer to pay wages to employees engaged in litigation against the Employer. Such employee shall not be paid, unless they are allowed the use of appropriate approved paid leave, as for any personal business.

Section 3 Worker's Compensation Leave

- (a) Any employee who suffers an injury or occupational disease as a result of a work-connected accident or condition shall be entitled to Worker's Compensation as provided by statute.
- (b) For a period of Temporary Total Disability from work lasting three (3) days or less, the employee may use TOPS time or reserve time, if needed, according to the provisions of the TOPS program.
- (c) McLean County will continue to pay benefit insurance premiums for the employee for the period of short-term disability subject to FMLA.
- (d) The Employer will return the employee to the position originally held at the advent of leave if the absence is for a period of ninety (90) days or less. This time period may be extended only with the approval of the Department Head.

Section 4 Disability Leave for Off-The-Job Injury or Illness/Personal Leave

- (a) Any employee who suffers from an off-job injury or illness, and who requires extended leave, may elect to apply ordinary TOPS time or reserve time according to the provisions of the TOPS program.
- (b) Any employee who suffers from an off-job injury or illness, including pregnancy-

related disability, and who has exhausted all benefit time which may be used for sick leave, must request an unpaid leave of absence within five (5) working days of the exhaustion of sick leave benefits. This request must be in writing and include a statement provided by the employee's physician as to the nature of the disability and the approximate length of time needed for the leave. The Employer reserves the right to verify the employee's disability by relying upon the decision of an impartial physician, with the costs of any such examination borne by the Employer.

- (c) Leave(s) of absence without pay under this Section may not exceed a total of six (6) months. During the first three (3) months of any such leave, the employee is guaranteed his former position with no loss of seniority; beyond that he is guaranteed the first available opening in the Bargaining Unit for which he is qualified.
- (d) The granting of leave under this Section shall be at the discretion of the Department Head, taking into account such factors as the employee's length of service and record of availability for regularly scheduled hours of work for the department.

#### Section 5 FMLA and ADA

The Employer and the Union agree to adhere to the provisions of the Family and Medical Leave Act (FMLA) and the Americans with Disabilities Act (ADA).

#### Section 6 Funeral Leave

An employee may be absent with pay for a period of up to three (3) days due to a death in the immediate family. A member of the immediate family shall be defined as an employee's mother, father, wife, husband, daughter or son (including step or adopted),

sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents or grandchildren. The Department Head may grant additional time off and may grant time off for bereavement in circumstances not specifically enumerated above.

## **ARTICLE 9**

### **SICK LEAVE**

**Section 1** It is the policy of McLean County to provide protection for employees against loss of income because of illness.

**Section 2** Legitimate use of sick leave includes the illness of the employee or one of his or her immediate family, when such family illness requires the employee's assistance. An employee's immediate family shall be defined as an employee's mother, father, wife, husband, daughter or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild. Use of sick leave for the immediate family shall be limited to the use of TOPS time (not Reserve time).

**Section 3** An employee requesting TOPS time or Reserve time for sickness shall inform his immediate supervisor of the facts and the reasons for absence as soon as possible, in any event, at least one hour prior to the beginning of the employee's shift.

**Section 4** Employees who are unable to return to work upon expiration of authorized benefit time must request a leave of absence without pay.

**Section 5** Pregnancy leave may be charged to TOPS time or Reserve time in accordance with the provisions of the TOPS program.

Section 6 An employee off due to personal sickness or injury for three consecutive days or longer shall present to his or her supervisor a doctor's authorization to return to duty. The Employer reserves the right to verify the employee's ability to return to work by relying upon the decision of an impartial physician, with the costs of any such examination borne by the Employer.

## ARTICLE 10

### PROBATION

Section 1 A person newly hired or promoted shall be on probation for twelve (12) months. New hires on probation may be dismissed during the first ninety (90) days of employment without right of grievance appeal. Thereafter during the probationary period, they shall have the right to grieve disciplinary actions and other kinds of alleged violations of this Agreement, with such grievance not being subject to arbitration.

Section 2 The employer may extend the employee's probation beyond the twelve (12) months. (Excluding approved TOPS days.)

## ARTICLE 11

### GRIEVANCE PROCEDURE

#### Section 1 Definition

A grievance shall mean a written complaint by a member of the Bargaining Unit that there has been an alleged violation, misinterpretation or misapplication of the specific provisions of this Agreement, provided that the layoff or discharge of a newly-hired probationary employee shall not be a subject for arbitration (see Article 9~~10~~ for probationary employees).

#### Section 2 Purpose

Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, the purpose of which is to secure, at the lowest possible administrative level, equitable solution to valid grievances which may arise.

#### Section 3 Representation

The grievant has the right to representation of choice in the grievance procedure. The grievant shall be present at all grievance steps unless the Employer, Union and the grievant mutually agree that the grievant's presence is not desirable or necessary. Illness or incapacity of any party to a grievance shall be grounds for any necessary extension of grievance procedure time limits. Attendance at such meetings by employee grievant or employee union representative shall be unpaid.

#### Section 4 Time Limits

A grievance must be filed within ten (10) calendar days of the occurrence of the event which gave rise to the grievance. The number of days indicated at each step in the

procedure shall be considered as the maximum allowable to the parties and every effort shall be made to resolve the grievance as rapidly as possible.

## Section 5 Procedures

The parties acknowledge that it is usually most desirable for a grievant and the grievant's immediate supervisor to resolve problems through informal and free communications. If however, the informal process fails to satisfy the grievant, a grievance may be processed in the following manner and the grievant may be accompanied by a representative of choice.

### Step 1

The grievant or the Union shall file the grievance in writing using the attached form (Appendix B) with the immediate Supervisor, who shall certify by signature the date the grievance was received. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement which are applicable and shall state the remedy requested. The Supervisor shall arrange for a meeting to take place with the grievant within ten (10) calendar days after receipt of the grievance. The Supervisor shall make the decision on the grievance and communicate it in writing to grievant within five (5) calendar days of the meeting.

### Step 2

In the event a grievance has not been satisfactorily resolved at Step 1, the grievant may present the grievance within ten (10) calendar days to the Operational Manager or designee who will follow the same provisions as established in Step 1.

### Step 3

In the event a grievance has not been satisfactorily resolved at Step 2, the grievant may present the grievance within ten (10) days to the Director or his Designee who will follow the same provisions as established in Step 1. Grievances involving suspension or discharge are grievable directly to Step 3.

#### Step 4

If the grievance is not satisfactorily resolved at Step 3, the Union may proceed to binding arbitration. The Union shall submit a written request to enter into binding arbitration. If this request is not filed within ten (10) calendar days of receipt of the Step 3 decision, then the grievance shall be deemed withdrawn.

The procedures of arbitration are set forth in Section 6 of this Article.

#### Section 6 Arbitration Procedures

Arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties from a roster of arbitrators provided by Federal Mediation and Conciliation Service. Within seven (7) days after either party requests binding arbitration, the two parties will request Federal Mediation and Conciliation Service to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one person at a time from the panel until only one person shall remain. The remaining person shall be the arbitrator. Expenses of the arbitrator's services and court reporter shall be borne equally by the Employer and the Union.

The arbitrator shall not amend, modify, nullify, ignore, subtract or add to the provisions of this Agreement. The arbitrator's authority shall be strictly limited to deciding only the

issue or issues presented to him in writing by the Employer and the Union, and his decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

Section 7 Timely Filing/Timely Response

The grievant may advance the grievance to the next step in the grievance procedures whenever the Employer fails to file the response to the grievance within the number of days set forth in Section 5.

## ARTICLE 12

### UNIFORMS

Bargaining Unit Employees shall wear contemporary business casual apparel while at work, while attending training classes (unless class type requires other apparel), and whenever representing MetCom, and whenever official visitors are scheduled to be on premises. Contemporary business casual apparel is clothing which is comfortable, yet always looks neat and professional. A relaxed casual standard shall be acceptable from 2300 hours Friday until 2300 hours Sunday, as well as any County holidays. Listed below are examples of more casual attire, not appropriate for our business environment.

Inappropriate clothing for regular business days includes:

- Jeans
- Sweatpants
- Shorts
- Sweatsuits/Warm-up Suits
- Spandex
- T-Shirts
- Sweatshirts
- Clothing with slogans/insignias
- Provocative Clothing
- Athletic shoes (may be worn if business casual pair is kept on premises)
- Open-toed Shoes or Sandals
- Bare Feet
- Tube Tops
- Spaghetti-Strap Dresses or tops

Inappropriate Dress for Weekends and Holidays includes:

- T-Shirts or Sweatshirts with questionable slogans/insignias
- Provocative Clothing
- Open-toed Shoes or Sandals
- Bare Feet
- Tube Tops
- Spaghetti-Strap Dresses or tops
- Sweatpants

- Sweatsuits/Warm-Up Suits
- Spandex
- Short Shorts
- Pants of any type that are ripped or torn

## ARTICLE 13

### HOURS OF WORK

Section 1 Shifts will consist of eight (8) hours a day with hours the same each day, five (5) consecutive days with two (2) consecutive days off. If shift times need to be changed, the Employer will notify the Union within forty-five (45) days prior to said changes.

#### Current Shifts

1st Shift 7:00 a.m. - 3:00 p.m.

2nd Shift 3:00 p.m. - 11:00 p.m.

3rd Shift 11:00 p.m. - 7:00 a.m.

4th Shift 7:00 p.m. - 3:00 a.m.

Section 2 Meal Breaks - Bargaining Unit Employees are allowed one daily paid meal break of thirty (30) minutes during their shift. If the meal break is canceled, they will be compensated for thirty (30) minutes pay at the appropriate overtime rate. If an employee is required to work more than twelve (12) consecutive hours, an additional thirty (30) minute meal break will be allowed.

Section 3 Work Breaks - Bargaining Unit Employees shall be allowed to take one work break every four (4) hours of work. Breaks cannot be taken at the beginning or end of each shift or lunch break.

Section 4 Bargaining Unit Employees shall have the right to trade shifts on a short term basis. It will be the Employees responsibility to fill their own shift.

Section 5 Employees may be temporarily changed from one shift to another in the event of extended absences, i.e. illness, training or resignations (fifteen (15) days for one

absent employee; seven (7) days if two or more absent employees). In such event, the Employer will seek volunteers. Absent sufficient volunteers, such shift changes will be made in reverse order of seniority on a rotating basis and shall not exceed fourteen (14) calendar days (excluding unqualified probationary employees). An employee will not be required to so change more than twice a year. These temporary transfers will not affect approved TOPS time off.

Section 6 Employees may be assigned to an irregular shift for training.

## ARTICLE 14

### HOURS & OVERTIME

Section 1 Overtime will be paid at the rate of one and one-half (1 1/2) times the employee's regular rate for hours worked in excess of forty (40) hours per week. The work week will be five (5) consecutive days followed by two (2) days off. The work week for purposes of pay shall run from Sunday through Saturday.

Section 2 If an employee shows up for any overtime and is not needed, he/she will be paid two (2) hours at the appropriate overtime rate unless a twenty-four (24) hour notice was given to cancel overtime.

Section 3 Overtime Procedure

#### Scheduled Overtime

- (a) Scheduled Overtime is overtime that is created as a result of the vacation bid process or any other advance knowledge of staffing shortages prior to the 15<sup>th</sup> of each month. Scheduled overtime will be done by Bargaining Unit Seniority. No limit will be placed on the number of shifts a Telecommunicator can sign up for.
- (b) Management will not start the mandatory overtime procedure until a maximum of forty-eight (48) hours prior to an open shift.

#### Non-Scheduled Overtime

- (a) Non-Scheduled Overtime is created by ad hoc requests or to cover short-term illness.
- (b) Non-Scheduled Overtime will be assigned on a first come-first served basis.

#### Mandatory/Sick Call/Emergency Overtime Procedure

- (a) Ask on duty staff by seniority.

- (b) For non scheduled overtime, other than ad hoc requests, call or page off-duty personnel to obtain a volunteer by seniority.
- (c) If no volunteers are obtained for the first four (4) hours of the open shift, the supervisor will assign an on-duty employee to remain on an overtime status based on reverse seniority on rotating basis.
- (d) If no volunteers are obtained for the last four (4) hours of the open shift, the supervisor will use the on-call procedure.

#### On-Call Procedure

- (a) There shall be three (3) on-call personnel at all times, one from each shift. Pagers and pager maintenance will be provided to all employees.
- (b) On-call weeks will be bid by seniority during the bid process, one week at a time.
- (c) An on-call week shall begin at 2300 hours on Saturday and will end on the following Saturday at 2259 hours.
- (d) On-call personnel will primarily be used for the four (4) hours prior to that person's shift.
- (e) On-call personnel will not be allowed to work any volunteer overtime, and will be exempt from Section C of the mandatory overtime procedure and will be prohibited from trading shifts as defined in Article 13, Section 5.
- (f) Telecommunicators will be allowed to trade on-call days within the same shift.

Section 4 The remedy for the inadvertent failure to call in the appropriate employee shall be to offer the employee skipped the next such overtime opportunity. Abuse or intentional violation of the overtime call-in procedure, shall be subject to the grievance procedure.

Section 5 Management shall post the monthly work schedule at least seven (7) days prior to the beginning of the month in order to facilitate the overtime procedure.

Section 6 No one will be forced to work more than twelve (12) hours in their twenty-four (24) hour period unless by mutual agreement or if the mandatory overtime procedure fails or in emergency situations.

Section 7 Callback is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. Employees reporting back at the employer's request at a specified time shall be compensated for a minimum of two (2) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, unless the employee is called back to rectify his or her own error.

Section 8 Mandatory training conducted within the County limits shall be compensated for actual class time only. However, all mandatory training conducted outside the County limits shall be compensated for travel time in addition to actual class time. MetCom will pay for mileage if employee uses own vehicle.

**ARTICLE 15**

**TUITION REIMBURSEMENT**

An employee-requested course of study may qualify for tuition and other expense reimbursement from the County provided that funds are available for that purpose. The specific course must be determined by the County to be directly related to the employee's position or to a position to which the employee reasonably aspires, be approved by the County and the MMCCCC Director prior to the completion of the course and be provided by an accredited educational institution. Upon submission of paid bills and evidence of the grade for the course, reimbursement will be made at the end of the calendar year for tuition, books and laboratory fees in accordance with the following schedule:

<u>GRADE</u>	<u>REIMBURSEMENT</u>
A	100%
B	75%
C	50%
D or Below	0%

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## ARTICLE 16

### PROMOTION-VACANCY

Section 1 It is the policy of McLean County to hire qualified employees for all jobs.

Section 2 Promotion to vacant positions shall be based on merit and fitness, education, experience, aptitude, knowledge, skill and seniority within the job classification in MMCCCC .

Section 3 If no existing department employee is found to have the requirements, or none apply, then outside applicants will be considered.

Section 4 A job description and job requirements will be included in the positing of vacant positions.

Section 5 No outside applicants will be considered for five (5) days after the position becomes available to insure that existing employees are considered.

Section 6 All accrued benefits remain with the employee when transferred or promoted.

## ARTICLE 17

### SENIORITY

Section 1 County seniority is defined as continuous service with the County from the first day employed, including that time previously served in another jurisdiction and accepted by the County at the time of the formation of MetCom. This is used only to determine benefits, i.e. the accrual rate for TOPS time. MetCom seniority is defined as service in a bargaining unit position within MetCom.

Section 2 Shift Bidding shall be by MetCom seniority, as follows:

- (a) Shift bidding shall be completed in six (6) month blocks and each shift for bidding shall include the scheduled days off
- (b) In the event that a vacancy occurs on a shift within any shift schedule, the employees working that shift shall be allowed to re-bid for days off on that shift. This practice shall not be allowed after June 1 for the first six (6) months; December 1 for the second six (6) months. The employee(s) changing their days off shall be responsible for adjusting their vacation so it does not conflict with the vacation bidding policy.
- (c) In the event that a vacancy occurs, two shift-to-shift bumps shall be allowed. This practice shall not be allowed after June 1 for the first six (6) months; December 1 for the second six (6) months.
- (d) Vacancy for purposes of this Article shall be defined as vacancies occurring from resignations or terminations.
- (e) The bumping of days off or shifts as outlined above shall occur within forty-five (45) days or sooner of the vacancy, as determined by management.

(f) Vacation bidding shall be by MetCom Bargaining Unit Seniority.

Section 3 Upon the successful completion of the probationary period, an employee will be credited with a seniority date from the first day employed, less any extended unpaid leaves as provided elsewhere in this Agreement.

Section 4 In the event of a reduction in the work force of a job classification, employees shall be laid off in accordance with their MetCom Bargaining Unit Seniority and ability within their classification. In the event of expansion of the working force within a job classification following a reduction, employees will be recalled in the reverse order of their removal or displacement as the need for additional employees presents itself.

Section 5 Breaks in Service - Adjustments to seniority (i.e. subtractions) shall be made for all breaks in service (i.e. on unpaid leave) which exceed three (3) months, including leaves of absence and layoffs.

## ARTICLE 18

### EMPLOYEE TIME OFF PAID SYSTEM (TOPS)

#### Purpose

The purpose of the Time Off Paid System (TOPS) is:

- (a) To provide flexibility for employees to utilize paid time off to their advantage.
- (b) To provide protection from loss of income during long-term illness.
- (c) To provide the Metro McLean County Centralized Communication Center (MetCom) with the necessary staff to maintain its functions at an effective level.

#### Eligibility

This TOPS (Time Off Paid System) Program shall apply to all regularly scheduled employees at the MetCom who are involved in continuous operations, i.e., those positions which must be staffed on a twenty-four (24) hour per day, 365 days-per-year basis. This program replaces the paid leave provisions for these employees, which generally cover holiday leave, vacation leave, personal leave, and sick leave.

#### Regulations

- (a) The Employer retains the right to schedule employees in order to maintain adequate staff, to provide the services expected in the department. Therefore, the Employer has the authority to determine employee schedules and to limit the granting of requests for Regular TOPS, as necessary to fulfill that responsibility. In granting requests for Regular TOPS hours, all other things being equal, preference will be given to employees with greater seniority.
- (b) These employees accrue Regular TOPS and TOPS Reserve Hours based on the number of hours paid by McLean County, excluding additional hours, such as

overtime. During an employee's probationary period, Regular TOPS time can only be used as authorized by the Employer.

- (c) Regular TOPS hours (other than illness) must be scheduled through the supervisor.
- (d) During the remainder of the calendar year during which employment under the TOPS program begins, the employee must take an average of ten (10) hours of vacation per month. A minimum of one hundred twenty (120) hours of TOPS vacation time must be taken each year after the first year of employment, unless such time is not available in the employee's Regular TOPS amount. Failure to take the minimum hours off shall result in forfeiture of the excess hours (120 minus the hours actually taken off), unless such failure is due to the cancellation of hours scheduled off by the County. This forfeiture shall occur at the time of the "sell back."
- (e) Employees may "sell back" accumulations down to a minimum of forty (40) hours in their Regular TOPS hours account. This option is granted once a year, to be paid on the first non-payday Friday in December.
- (f) TOPS hours may be accumulated to a maximum of one and one half (1 1/2) times the annual rate of accrual.
- (g) All time off that is paid will be charged to the employee's Regular TOPS hours or the TOPS Reserve Account. All Regular TOPS hours and TOPS Reserve Account hours taken must be available at the time that the hours are taken to receive pay. In addition, no employee shall be permitted to schedule time off not related to illness under Regular TOPS unless, at the time of such scheduling, the

employee's Regular TOPS hours are projected to remain at a minimum of ~~40~~ 24 hours after such time off.

- (h) An employee scheduled to work a holiday who fails to work his/her scheduled shift on that holiday will be docked eight (8) Regular TOPS hours for the holiday, unless the individual is hospitalized, post-hospitalized but not released by a physician to return to work, or is suffering from illness and is sent home by the employer. For purposes of this provision, holidays are those adopted by the McLean County Board except those which occur on a weekend and are moved to a weekday; they shall retain their original (weekend) date.

An employee docked eight (8) Regular TOPS hours may still receive eight (8) hours of pay for that day if he/she provides proof of the illness and is granted the use of Regular TOPS time for the day.

RATE OF ACCRUAL OF REGULAR TOPS HOURS

<u>Year</u>	<u>Amount Earned Per Hour</u>	<u>Projected Hours</u>	<u>Projected Days</u>
0-6	.1346	280	35
7-15	.1538	320	40
16	.1577	328	41
17	.1615	336	42
18	.1654	344	43
19	.1692	352	44
20	.1731	360	45

TOPS and TOPS Reserve Account hours accrue on all regular hours worked, paid

Regular TOPS and paid TOPS Reserve Account hours.

Reserve Account

There will also be established an additional benefit entitled "Reserve Account." The

Reserve Account builds protection from pay losses due to hospitalization for long-term,

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serious medical problems, or outpatient surgery.

RATE OF ACCRUAL FOR RESERVE ACCOUNT HOURS

<u>Amount Earned Per Hour</u>	<u>Projected Hours Yearly</u>	<u>Projected Days Yearly</u>
.02308	48	6

Reserve Account Regulations

- (a) Each employee's Reserve Account may accumulate up to a maximum of 720 hours.
- (b) Eligible uses are:
  - 1. Immediately when hospitalized and for post-hospitalization and convalescent care resulting therefrom and authorized by the individual's physician.
  - 2. Following an illness/injury absence from work of five (5) consecutive work days with employee's physician's verification.
  - 3. For long-term serious medical problems which may not require hospitalization but which recur within a sixty (60) day period, the five (5) consecutive workday requirement will be waived, if it exceeds the five (5) days when added to the previous sick leave usage for the same medical problem, when authorized by the employee's supervisor.
  - 4. Immediately when having scheduled outpatient surgery as verified by a licensed physician.
  - 5. This benefit is not eligible for "sell back," nor may it be used for the illness or injury of members of the immediate family.

Sell Back at End of Benefits

In the event that an employee leaves the TOPS program system, whether due to termination of employment or to the termination of benefits due to such events as a reduction in hours of work, and no longer receives such benefits as paid vacation and sick leave, the employee shall be able to sell back Regular TOPS hours at the following rates:

Less than 1 year	50%
1 year or more; less than 2 years of eligible service	77.5%
2 years or more; less than 5 years of eligible service	85%
5 years or more; less than 10 years of eligible service	90%
10 years or more of eligible services	100%

Permanent Changes of Eligibility from TOPS

Employees who go from eligible for TOPS to eligible for regular vacation and sick leave benefits shall have their Regular TOPS hours and Reserve Account Hours transferred as follows:

1. All TOPS Reserve Account Hours shall be transferred into the sick leave hours bank.
2. Forty hours of TOPS time, if it is available, shall be transferred into the vacation leave hours bank.
3. Forty hours of TOPS time, if it remains available, shall be transferred into the sick leave hours bank.
4. The remaining hours of TOPS time, if any, shall be eligible for sell-back at the employee's regular rate of pay or be credited to the employee's vacation hours bank, at the employee's option.

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Permanent Changes of Eligibility to TOPS

Employees who go from eligible for regular vacation and sick leave benefits into TOPS shall have their Regular TOPS hours and Reserve Account Hours determined as follows:

1. All vacation leave hours shall be credited to the employee's Regular TOPS Account Bank.
2. Forty-Eight (48) hours of sick leave time, if it is available, shall be transferred into the employee's Regular TOPS Account bank.
3. Any remaining sick leave time shall be credited to the employee's Reserve Account Bank.

Worker's Compensation and TOPS

An employee off on worker's compensation due to a work related injury may use Regular TOPS hours for those days off for which he/she receives no compensation. Generally, this applies to the first three (3) days off unless the employee is off for fourteen (14) or more calendar days, unless otherwise provided by law.

## TOPS BIDDING PROCEDURE

The number of employees in the Bargaining Unit permitted to be off on TOPS time at the same time will be determined by operational and staffing needs and will not be arbitrarily limited. Vacation time off which has been bid will not be canceled simply due to staffing needs, but rather only in cases of an emergency.

Vacation bidding shall be completed prior to January 1 for the first six (6) month bid which will take affect on or about January 1; July 1 for the second six (6) month bid which will take affect on or about July 1. The bidding shall be in order of MetCom Seniority on each shift with the most senior employee selecting first as follows:

- (a) Each employee shall select whole weeks desired, not to exceed two consecutive weeks in the first selection period.
- (b) Upon the completion of the first selection period, each employee shall select whole weeks desired, not to exceed two such weeks in the second selection period.
- (c) Upon the completion of the second selection period, each employee shall select individual days desired, not to exceed five such days with not more than three such days being holidays.
- (d) Upon completion of the third selection period, the fourth and any subsequent selection periods shall repeat the process described above in (c) until all employees have selected all vacation days desired.
- (e) Days, weeks or hours of TOPS not scheduled during this annual process shall be subject to the "ad hoc" process. All ad hoc days will be processed on a first come, first served basis. All ad hoc days will be approved based on staffing levels.

Requests for ad hoc days may be submitted at any time from the first day\_after

the annual bidding process is over to the start of a shift. Ad hoc requests received prior to the 20<sup>th</sup> of the preceding month will be posted by the 20<sup>th</sup> of that month. Any ad hoc requests received after the 20<sup>th</sup> of the preceding month will be posted as soon as possible.

If staffing allows, one person would be immediately upon review granted time off with no overtime created. If staffing does not allow the immediate granting of a request for an ad hoc day, the request will be posted for overtime. A maximum of 2 overtime slots will be posted per shift per day for ad hoc requests.

Ad hoc requests will be granted as soon as possible after the overtime has been covered. Once an ad hoc day is approved, the employee is guaranteed the day off.

Ad hoc requests that need to be covered by overtime will remain posted until 24 hours prior to the day requested. If the overtime has not been covered at that point, the Supervisor will deny the request.

## ARTICLE 19

### HEALTH INSURANCE

The County will make every effort to maintain the County employees insurance program or its successor at the present contribution rates. With any rate or benefit change the employer will meet with the union prior to the implementation and provide documentation in support of the change. With any rate change, the County will make every effort to maintain the present proportion of contribution.

All employees who are regularly scheduled to work thirty-two (32) hours or more per week shall be eligible to participate in the County's health and life insurance plan. The employer will provide a \$10,000 group life insurance policy for each employee covered by the employee benefit plan (i.e., health insurance).

The employer shall contribute to the cost of the employee and dependent health coverage for all employees regularly scheduled to work thirty-two (32) hours or more per week. Employee deductions for such insurance will be made by payroll deduction or by direct payment from the employee if payroll deduction is not possible.

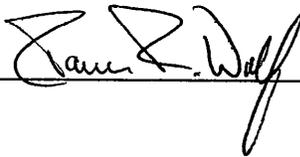
ARTICLE 20

CONTRACT DURATION

This Agreement shall be effective as of January 1, 2001, and shall continue in full force and effect until December 31, 2003, and thereafter from year-to-year unless not more than ninety (90) days, but not less than sixty (60) days prior to December 31, 2003, either party gives written notice to the other of the intention to terminate this Agreement. Said notice shall be effective when mailed by registered mail return receipt requested or by personal service to either party.

LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA, LOCAL #362  
AFL-CIO  
R.R. #3, Box 3248  
Bloomington, IL 61701

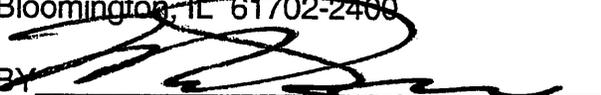
BY: 

BY: 

ITS: \_\_\_\_\_

ITS: \_\_\_\_\_

MCLEAN COUNTY BOARD  
Law & Justice Center  
Room 701  
P.O. Box 2400  
Bloomington, IL 61702-2400

BY:   
Michael F. Sweeney, Chairman

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

Date: March 20, 2001

## APPENDIX A – WAGES

2001: 2.9% increase over 2000 to base rates and longevity at 1.9%.

2002: 2.8% increase over 2001 to base rates and longevity at 1.9%.

2003: 2.8% increase over 2002 to base rates and longevity at 1.9%.

SERVICE	HOURLY RATE			HOURLY RATE			HOURLY RATE		
	2001	INCRMT	STP%	2002	INCRMT	STP%	2003	INCRMT	STP%
0-12 months	\$12.6409			\$12.9948			\$13.3587		
1-2 years	\$12.8810	0.2401	1.90%	\$13.2417	0.2469	1.90%	\$13.6125	0.2538	1.90%
2-3 years	\$13.1212	0.2402	1.86%	\$13.4886	0.2469	1.86%	\$13.8663	0.2538	1.86%
3-4 years	\$13.3614	0.2402	1.83%	\$13.7355	0.2469	1.83%	\$14.1201	0.2538	1.83%
4-5 years	\$13.6015	0.2401	1.80%	\$13.9824	0.2469	1.80%	\$14.3739	0.2538	1.80%
5-6 years	\$13.8417	0.2402	1.77%	\$14.2293	0.2469	1.77%	\$14.6277	0.2538	1.77%
6-7 years	\$14.0819	0.2402	1.74%	\$14.4762	0.2469	1.74%	\$14.8815	0.2538	1.74%
7-8 years	\$14.3221	0.2402	1.71%	\$14.7231	0.2469	1.71%	\$15.1353	0.2538	1.71%
8-9 years	\$14.5623	0.2402	1.68%	\$14.9700	0.2469	1.68%	\$15.3891	0.2538	1.68%
9-10 years	\$14.8025	0.2402	1.65%	\$15.2169	0.2469	1.65%	\$15.6429	0.2538	1.65%
10-11 years	\$15.0426	0.2401	1.62%	\$15.4638	0.2469	1.62%	\$15.8967	0.2538	1.62%
11-12 years	\$15.2828	0.2402	1.60%	\$15.7107	0.2469	1.60%	\$16.1505	0.2538	1.60%
12-13 years	\$15.5230	0.2402	1.57%	\$15.9576	0.2469	1.57%	\$16.4043	0.2538	1.57%
13-14 years	\$15.7631	0.2401	1.55%	\$16.2045	0.2469	1.55%	\$16.6581	0.2538	1.55%
14-15 years	\$16.0033	0.2402	1.52%	\$16.4514	0.2469	1.52%	\$16.9119	0.2538	1.52%
15-16 years	\$16.2435	0.2402	1.50%	\$16.6983	0.2469	1.50%	\$17.1657	0.2538	1.50%
16-17 years	\$16.4837	0.2402	1.48%	\$16.9452	0.2469	1.48%	\$17.4195	0.2538	1.48%
17-18 years	\$16.7238	0.2401	1.46%	\$17.1921	0.2469	1.46%	\$17.6733	0.2538	1.46%
18-19 years	\$16.9640	0.2402	1.44%	\$17.4390	0.2469	1.44%	\$17.9271	0.2538	1.44%
19-20 years	\$17.2042	0.2402	1.42%	\$17.6859	0.2469	1.42%	\$18.1809	0.2538	1.42%
over 20 years	\$17.4443	0.2401	1.40%	\$17.9328	0.2469	1.40%	\$18.4347	0.2538	1.40%
Step S	\$18.7204			\$19.2446			\$19.7834		

# GRIEVANCE

(Use Additional Sheets where necessary)

Department \_\_\_\_\_ Date Filed \_\_\_\_\_

Grievant's Name: \_\_\_\_\_  
Last First Middle

## STEP ONE

Date of Incident: \_\_\_\_\_

Article(s) and Section(s) of Contract Violated: \_\_\_\_\_

Briefly state the facts: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought: \_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
362 Representative Signature

## EMPLOYER'S STEP ONE RESPONSE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

## STEP TWO

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Given to: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
362 Representative Signature

## EMPLOYER'S STEP TWO RESPONSE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

LOCAL 362 / YEAR / GRIEVANCE NO.

111

**STEP THREE**

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Given to: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
362 Representative Signature

**EMPLOYER'S STEP THREE RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**REFERRAL TO ARBITRATION BY LABORERS INTERNATIONAL  
UNION OF NORTH AMERICA LOCAL #362 AFL-CIO**

Person to Whom Referral Given: \_\_\_\_\_ Date: \_\_\_\_\_

362 Labor Council Representative: \_\_\_\_\_

Members Sorensen/Renner moved the County Board approve a Request for Approval of MetCom Telecommunications Union Contract. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2001  
Combined Annual Appropriation and Budget Ordinance  
County General Fund 0001, County Auditor 0003**

WHEREAS, the McLean County Board, on November 21, 2000, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2001 Fiscal Year beginning January 1, 2001 and ending December 31, 2001; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the County General Fund 0001, County Auditor, Department 0003; and,

WHEREAS, the County Auditor, pursuant to Chapter 55, Section 5/3-1005 (g) of the *Illinois Compiled Statutes* shall be responsible to "Maintain a continuous internal audit of the operations and financial records of the offices, agents, or divisions of the County. The County Auditor shall have access to all records, documents, and resources necessary for the discharge of this responsibility; and,

WHEREAS, the Finance Committee, at its regular meeting on March 6, 2001, approved and recommended to the County Board an Emergency Appropriation Ordinance in the amount of \$26,205.00 to add a new full-time position of Staff Auditor in the County Auditor's Office, now, therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the County General Fund 0001 in the amount of \$26,205.00.

2. That the County Auditor is directed to amend the Fiscal Year 2001 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriation in the County General Fund 0001, County Auditor's Office, Department 0003:

0001-0003-0003-0503.0001 Full-Time Employees	\$ 20,612.00
0001-0003-0003-0599.0002 Employee Medical/Life Insurance	\$ 1,293.00
0001-0003-0003-0620.0001 Office Supplies	\$ 200.00

(2)

0001-0003-0003-0621.0001 Operational Supplies	\$ 200.00
0001-0003-0003-0630.0001 Postage	\$ 100.00
0001-0003-0003-0718.0001 Schooling and Conferences	\$ 1,000.00
0001-0003-0003-0795.0003 Telephone Service	\$ 300.00
0001-0003-0003-0832.0001 Purchase of Office Furnishings/Equipment	\$ 2,500.00
Total:	<u>\$ 26,205.00</u>

3. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Treasurer, County Auditor, and the County Administrator.

ADOPTED by the McLean County Board this 20th day of March, 2001.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

RESOLUTION AMENDING THE FUNDED  
FULL-TIME EQUIVALENT POSITIONS RESOLUTION  
FOR 2001

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions (FTE) Resolution on November 21, 2000 which became effective on January 1, 2001; and,

WHEREAS, the County Auditor, pursuant to Chapter 55, Section 5/3-1005 (g) of the *Illinois Compiled Statutes* shall be responsible to "Maintain a continuous internal audit of the operations and financial records of the offices, agents, or divisions of the County. The County Auditor shall have access to all records, documents, and resources necessary for the discharge of this responsibility;" and,

WHEREAS, the Finance Committee, at its meeting on March 6, 2001, recommended the approval of changes in the Full-Time Equivalent Positions Resolution for the remainder of the 2001 Fiscal Year, now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the Funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u>		
			<u>Now</u>	<u>Amend</u>	<u>New</u>
0001-0003-0003	P-10	0503.xxxx Staff Auditor	0.00	0.615	0.615

ADOPTED by the County Board of McLean County, Illinois, this 20th day of March, 2001.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board



JACKIE DOZIER  
COUNTY AUDITOR

(309) 888-5151

104 W. Front • Room 602 • P.O. Box 2400 • Bloomington, Illinois 61702-2400

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March 2, 2001

Memo to: The Honorable Chairman and Members of the Finance Committee

From: Jackie Dozier, County Auditor  
John M. Zeunik, County Administrator

Re: Request to Add New Position of Internal Auditor

In the last six months, County government has experienced two incidents of theft within two different County offices. In both cases, the department head assumed that adequate internal controls were in place to protect against the possible theft of funds.

Under the Contract for Outside Auditing Services, Clifton Gunderson L.L.C., the County's external auditor, is responsible for completing the Countywide annual audit of all County funds, preparing a Management Letter of Advisory Comments, and performing a surprise "cash count" eight times during the year. However, the scope of services provided by the external auditor is limited and is not intended to discover incidents of theft.

With so many different County offices responsible for the collection, receipt, and deposit of cash funds received for services provided, it is difficult to establish and maintain consistent internal control policies and procedures in every County office to protect the County against theft and/or misappropriation of County funds.

Pursuant to Chapter 55, Section 5/3-1005 (g) of the *Illinois Compiled Statutes*, one of the duties of the County Auditor shall be to "Maintain a continuous internal audit of the operations and financial records of the officers, agents, or divisions of the County. The County Auditor shall have access to all records, documents, and resources necessary for the discharge of this responsibility." Historically, in McLean County and in most other comparable Counties, the County Auditor's Office has not undertaken this responsibility. A telephone survey of comparable Central Illinois Counties and the Chicago area collar Counties found that only two Counties (Cook County and DuPage County) have established an Internal Audit capability within the County Auditor's Office.

The Honorable Chairman and Members of the Finance Committee

March 2, 2001

Page Two

In an effort to strengthen and improve internal control policies and procedures and to more closely monitor all County offices that collect and handle cash funds, we are respectfully recommending that a new position of Internal Auditor be created in the County Auditor's Office. The duties and responsibilities of this position and the minimum academic credentials required are presented in the attached Job Description. The position of Internal Auditor has been factored using the criteria and form developed as a part of the comprehensive study of position classifications and compensation that was completed by Public Administration Service (PAS) last spring.

For your information and review, we have prepared the following summary of the additional costs that would be incurred to add this position as of May 6, 2001 (first day of a Pay Period).

Salary at Grade P-10:	\$20,611.92 (1200 hrs. x \$17.1766/hr)
(Salary Range for Grade P-10: \$17.1766/hour - \$24.9061/hour)	
Employer's Medical/Life Insurance	\$ 1,293.00
FICA/Social Security @ 7.65%	\$ 1,577.00
IMRF @ 5.03%	\$ 1,037.00
Office Supplies	\$ 200.00
Operational Supplies	\$ 200.00
Postage	\$ 100.00
Schooling & Conferences	\$ 1,000.00
Telephone	\$ 300.00
Purchase of Office Furniture	<u>\$ 2,500.00</u>
Total:	\$28,818.92

The addition of this position as of May 6, 2001, adds a 0.615 FTE to the County Auditor's office.

We would be pleased to answer any questions that you may have concerning this request.

Thank you.

## 5/3-1003. Commissions

§ 3-1003. Commissions. Every county auditor whose office is established under Section 3-1001 shall be commissioned by the Governor. No commission shall issue except upon the certification by the county clerk of the appropriate county that the county auditor was duly elected or appointed, and that such county auditor has filed the bond and taken the oath of office as heretofore provided.

P.A. 86-962, Art. 3, § 3-1003, eff. Jan. 1, 1990.  
Formerly Ill.Rev.Stat.1991, ch. 34, § 3-1003.

## 5/3-1004. Internal operations of office

§ 3-1004. Internal operations of office. The county auditor shall control the internal operations of the office and procure equipment, materials and services necessary to perform the duties of the office, subject to the budgetary limitations established by the county board.

P.A. 86-962, Art. 3, § 3-1004, eff. Jan. 1, 1990.  
Formerly Ill.Rev.Stat.1991, ch. 34, § 3-1004.

## 5/3-1005. Duties of auditor

§ 3-1005. Duties of auditor. The duties of the county auditor shall be to:

(a) Audit all claims against the county, and recommend to the county board the payment or rejection of all claims presented.

(b) Collect, analyze and preserve statistical and financial information with respect to the cost of operation of the various institutions and facilities maintained, operated or owned by the county.

(c) Approve all orders for supplies issued by the various county officers, before the orders are to be placed with the parties to whom the same are to be given.

(d) Maintain a file of all contracts entered into by the county board and all authorized county officers, for or on behalf of the county.

(e) Report quarterly to the county board the entire financial operations of the county including revenues anticipated and received, expenditures estimated and paid, obligations unpaid, the condition of all funds and appropriations and other pertinent information. The county auditor shall cause to be published in at least one newspaper of general circulation in the county, a notice of the availability of the quarterly report for public inspection in the office of the county auditor. Such notice shall be published within 30 days of the date of the scheduled release of the report.

(f) Audit the receipts of all county officers and departments presented for deposit with the county treasurer.

(g) Maintain a continuous internal audit of the operations and financial records of the officers, agents or divisions of the county. The county auditor shall have access to all records, documents, and resources necessary for the discharge of this responsibility.

(h) Audit the inventory of all real and personal property owned by the county under the control and management of the various officers and departments of the county.

(i) Audit the documentation, records, and bases for the amounts billed to the county, as maintained by county vendors, under agreements between the county and its vendors, when those agreements provide that the amounts billed to the county are based upon actual costs incurred by the vendor, or when those agreements include the requirement that the county provide a reimbursement for out-of-pocket costs incurred by the vendors. The county auditor shall

audit the documentation, records, and bases for the required to be paid to the county under agreement outside parties, when those amounts are based upon and documentation generated, compiled, and main the outside party. The vendors and outside parties by this Section shall provide to the county and timely basis, all records and documents require county auditor relative to the county auditor's duties this subsection.

P.A. 86-962, Art. 3, § 3-1005, eff. Jan. 1, 1990. An P.A. 86-1353, § 1, eff. Jan. 1, 1991.  
Formerly Ill.Rev.Stat.1991, ch. 34, § 3-1005.

## 5/3-1006. Additional duties in counties of or less

§ 3-1006. Additional duties in counties of 275,000 In counties of 275,000 population or less, as determined the last federal decennial census, the county in addition to the duties prescribed in Section 3-1

(a) Be the general accountant of the county and general accounts.

(b) Devise and install a system of financial records offices and divisions of the county, to be follow offices and divisions. Such a system shall be suit needs of the office and in accordance with general principles of accounting for governmental bodies.

P.A. 86-962, Art. 3, § 3-1006, eff. Jan. 1, 1990.  
Formerly Ill.Rev.Stat.1991, ch. 34, § 3-1006.

## 5/3-1007. Deputies and employees

§ 3-1007. Deputies and employees. The county shall appoint deputies and employees. The deputy take and subscribe the same oath of office as is other county officers. Any such oath shall be filed county clerk and entered of record by such clerk. The compensation of deputies and employees not otherwise provided by law shall be fixed by the county auditor budgetary limitations established by the county board.

P.A. 86-962, Art. 3, § 3-1007, eff. Jan. 1, 1990.  
Formerly Ill.Rev.Stat.1991, ch. 34, § 3-1007.

## 5/3-1008. Continuing education

§ 3-1008. Continuing education. Each county auditor shall obtain at least 20 hours of continuing education related to the operation of the auditor's office each year. Reasonable expenses incurred by the county auditor for that education shall be reimbursed by the county board.

P.A. 86-962, Art. 3, § 3-1008, added by P.A. 86-962, eff. Jan. 1, 1991.  
Formerly Ill.Rev.Stat.1991, ch. 34, § 3-1008.

## DIVISION 3-2. CLERK

## 5/3-2001. Election of county clerk

§ 3-2001. Election of county clerk. In all counties shall be an elected county clerk who shall hold office until his successor is qualified. The functions and powers of county clerks shall be uniform in the various counties of the State. He shall enter upon the duties of his office on the first day in the month of December following his election, which the office of the county clerk is required to be open by action of the county board, to be open.

P.A. 86-962, Art. 3, § 3-2001, eff. Jan. 1, 1990.  
Formerly Ill.Rev.Stat.1991, ch. 34, § 3-2001.

**McLEAN COUNTY, ILLINOIS**  
**Job Classification**

<b>Job Title:</b>	<b>Staff Auditor</b>	<b>JC Code: TBA</b>
<b>Reports To:</b>	<b>County Auditor</b>	
<b>Salary Schedule/Grade:</b>	<b>10</b>	

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**SUMMARY**

Under general supervision from the County Auditor, performs responsible professional auditing work, including financial, compliance and operational audits. Work includes responsibility for the completion of audit plans, field work, development of work papers, write-up of findings and recommendations.

Work is performed according to County ordinances, regulations, state law, and GAAP guidelines. Tasks performed require considerable independent judgement and knowledge of accounting and auditing principles, methods, and procedures. Work is reviewed by the County Auditor for adherence to guidelines and professional standards.

**SUPERVISORY RESPONSIBILITIES**

This is a non-supervisory job classification; although guidance and direction may be provided to other employees, as assigned.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:** (May not include all duties performed)

Assists the County Auditor in planning and executing internal audit functions

Performs financial, compliance and operational audits

Develops audit programs, recommends audit areas and audit scope

Conducts exit meetings to discuss audit findings and corrective actions

Assists with implementation of external auditor recommendations

Conducts unscheduled cash counts of County offices

Reviews departmental policies and procedures, County ordinances and State laws to ascertain that practices comply with requirements

Performs related work as required.

**KNOWLEDGE, SKILLS, AND ABILITIES**

Knowledge of principles and practices of governmental accounting and auditing.

Knowledge of computer based accounting software programs, spreadsheets, and guidelines.

Ability to interpret financial reports.

Ability to research, analyze and assess issues and problems related to fiscal management and internal control.

Ability to communicate with tact and diplomacy, both orally and in writing.

Ability to rapidly understand departmental operations and procedures.

Ability to establish and maintain effective working relationships with officials, department and agency heads, co-workers, and the public.

**MINIMUM EDUCATION AND EXPERIENCE**

Graduation from a college or university with a Bachelor's degree in Accounting, Business Administration or a related field. Or any equivalent amount of training and experience that provides the required knowledge, skills, and abilities. One to three years of accounting or auditing experience, preferably in a government or not-for-profit environment is desirable.

**CERTIFICATES, LICENSES, REGISTRATIONS**

Valid Illinois Driver's License required. Incumbents in this position are strongly encouraged to possess a professional designation such as Certified Public Accountant, Certified Internal auditor, Certified Fraud Examiner, Certified Local Government Auditor, or other relevant designation. Candidates not possessing such certifications at their date of hire shall make demonstrable progress toward obtaining said designation in a reasonable time period.

**PHYSICAL ATTRIBUTES/DEMANDS**

Work is performed in an office setting involving frequent communications with the public, department heads, vendors, financial institutions, employees, and others. Work requires manual dexterity to operate equipment.

Work requires the employee to: sit for extended periods of time, stand, bend, reach, and lift and carry office material. Computer work requires manual dexterity.

**WORK ENVIRONMENT**

Work is performed primarily indoors in an assigned office area of a county building or facility.

Established:

March 2001

**PAM Factors  
for  
Staff Auditor Position**

VALUES TITLE/FACTOR	KNOW ABILITY 20 I	SUPERV RESPON 15 II	SCOPE EFFECT 20 III	PROB SOLV 20 IV	AUTHORITY 5 V	CONTACT 15 VI	PHYSICAL 5 VII	TOTAL	GRADE
Staff Auditor	6	3	5	5	3	3	2	435	10
Staff Senior Accountant	5	4	5	5	4	3	2	435	10
Accounting Specialist II	4	3	4	3	3	2	2	320	7
Accounting Specialist I	3	2	3	2	2	2	2	240	5

Members Sorensen/Rodman moved the County Board approve an Emergency Appropriation Ordinance and a Resolution Amending the Funded Full-Time Equivalent Positions Resolution for 2001 - County Auditor's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**Res\01\0006 AS AMENDED**

**MCLEAN COUNTY REVISED CODE**

**FIXED ASSETS RESOLUTION 11.41**

**CHAPTER 11 – FINANCE**

**A RESOLUTION AUTHORIZING AND DIRECTING THE McLEAN COUNTY AUDITOR TO ESTABLISH METHODS AND PROCEDURES FOR REPORTING AND ACCOUNTING OF FIXED ASSETS, AS AMENDED**

WHEREAS, the formulation and implementation of a sound financial management reporting system for McLean County government can lead to improved credit ratings, more favorable interest rates, demonstrated accountability to taxpayers and the financial community, And improved information for management; and

WHEREAS, a fixed asset records system is an integral component of any financial management reporting system; and

WHEREAS, a fixed asset records system provides a basis for County financial reports to be in conformity with generally accepted accounting principles; and

WHEREAS, a fixed asset records system will allow the County Board and officials to determine replacement costs, excess assets, control and accountability, maintenance costs and total cost of services; and

WHEREAS, the County Auditor has recommended, and the Finance Committee concurs, that the County Board adopt a fixed assets reporting policy; now, therefore,

**BE IT RESOLVED** as follows:

**11.41-1 FIXED ASSET RECORDS**

- A) The County Auditor shall conduct an inventory to establish and maintain current fixed asset records. These records shall provide lists and summaries of all assets owned by the County of McLean, subject to the limitations set forth herein, accurate historical costs, ~~current replacement costs~~ and or estimates where necessary, and each asset's location.
- B) The following fixed asset accounts shall be used in this records system:
  - 1) Land – a fixed asset account which reflects the cost of land owned by the County.
  - 2) Buildings – a fixed asset account reflecting the acquisition costs of permanent structures owned or held by the county and improvements thereon.

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- 3) Improvements Other Than Buildings – a fixed asset account which reflects acquisition value of permanent improvements other than buildings, which add value to land, including but not limited to fences, retaining walls, sidewalks, pavements, gutters, tunnels, bridges and other such structures and improvements (land improvements).
  - 4) Machinery and Equipment – a fixed asset account which reflects the acquisition cost of tangible property of a more or less permanent nature, other than land or buildings and improvements thereon, including but not limited to machinery, tools, trucks, cars, furniture, furnishings and other such machinery and equipment.
  - 5) Infrastructure - Long-lived capital assets that normally are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets. Examples of infrastructure assets include roads, bridges, tunnels, drainage systems, water and sewer systems, dams, and lighting systems.
- C) The County Auditor shall record the stated value of each fixed asset which is ~~\$750.00~~ \$1000.00 or more per item. Items valued at less than ~~\$750.00~~ \$1000.00 shall not be recorded on the fixed asset inventory.
- D) The County Auditor shall maintain a current fixed asset inventory by developing procedures and forms to process and report all acquisitions, adjustments, transfers, and retirements. Any changes shall be reported in the inventory in a timely manner. Procedures shall be established to take periodic physical inventories of fixed assets, especially machinery and equipment. A system shall be established for the inventorying of a portion of the fixed assets each year, which will result in the County Auditor having inventoried all fixed assets over a period of ~~three~~ four years. ~~Such yearly inventories shall be conducted so as to coincide with the anniversary dates of the County's applicable insurance policies.~~

11.41-2 ACTUAL CASH VALUE, SALVAGE VALUE, REPLACEMENT COST

- A) The County Auditor shall be authorized to determine the useful life of all fixed assets. Those assets purchased at a cost between ~~\$750.00~~ \$1000.00 and \$5,000.00 shall be depreciated 100% over their assigned period of useful life.
- B) Motor vehicles and heavy construction equipment shall be depreciated to a predetermined salvage value. The salvage value shall be set by the County Auditor with the assistance of the particular department head and any industry standards which may be available.
- ~~C) Subject to evaluation of age and condition, fixed assets purchased at a cost of \$5,000.00 or more per item shall be valued at replacement cost. During the initial~~

~~inventory, the County Auditor shall review all fixed assets valued at \$5,000.00 or more which are currently valued at replacement cost. The County Auditor shall determine which of these fixed assets should be continued at replacement cost. Subsequently, the County Auditor shall review annually, the inventory of fixed assets purchased at a cost of \$5,000.00 or more in order to identify those assets which should no longer be placed at full replacement costs.~~

### 11.41-3 MISCELLANEOUS PROVISIONS

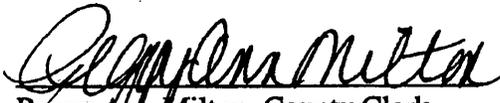
- A) The receipt of any asset valued at ~~\$750.00~~ \$1000.00 or more which is given, donated, or otherwise received by any County department or office shall be immediately reported to the County Auditor for inclusion in the fixed assets inventory.
- B) No County office or department shall transfer, release, discard, or dispose of any asset recorded in the County's fixed assets inventory without obtaining the necessary authorization from the County Auditor. A completed "Capital Item Release Request" Form must be submitted to the County Auditor before approval may be given.
- C) Any County elected official or department head who wishes to discard or dispose of any obsolete, out-dated, or otherwise unusable fixed assets, shall so indicate that intention to the County Auditor through the use of the Capital Item Release Request Form. Upon approval of the County Auditor, assets marked for disposal shall come under the jurisdiction of the Facilities Manager. The Facilities Manager shall compile and publish annually a list of these assets and shall circulate the list among the various County department heads. Any department or office may request any or all of the listed assets for its own use. In the event of more than one request for any specific item, the Facilities Manager shall determine the recipient. Any assets remaining unclaimed by any office or department head shall remain under the jurisdiction of the Facilities Manager, who, upon the approval of the Property Committee, shall be authorized to:
- (i) conduct, after publication in a newspaper of general circulation in McLean County, a public auction, proceeds of which shall be placed in any such fund or funds as may be determined by the County Administrator in each instance, or
  - (ii) offer the assets to local governments and school districts that have some or all of their corporate boundaries lying within McLean County; or
  - (iii) offer the assets to bonafide not-for-profit corporations after publication in a newspaper of general circulation in McLean County.

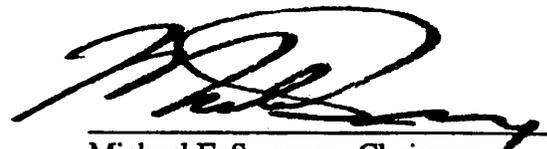
Assets, which are unable to be disposed of in accordance with this paragraph, shall be disposed of at a sanitary landfill.

ADOPTED by the County Board of McLean County, Illinois, this 20<sup>th</sup> day of March, 2001.

ATTEST:

APPROVED:

  
Peggy Ann Milton, County Clerk  
of McLean County

  
Michael F. Sweeney, Chairman,  
McLean County Board

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Members Sorensen/Nuckolls moved the County Board approve a Request for Approval of an Amendment to the Resolution Authorizing and Directing the McLean County Auditor to Establish Methods and Procedures for Reporting and Accounting of Fixed Assets, as Amended - Auditor's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

An Ordinance of the McLean County Board  
Amending the 2001 Combined  
Appropriation and Budget Ordinance for Fund 0105

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2001 appropriation in Fund 0105 Health Promotion, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to create revenue line 0407-0095 Regional Office of Education Tobacco Initiative in Fund 0105, Department 0061, Program 0067, and appropriate \$17,076.
2. That the County Auditor is requested to increase the appropriations of the following line-item accounts in Fund 0105, Department 0061, Program 0067, Health Promotion as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	ADD	NEW AMOUNT
0515-0001	Part-Time Employee	\$ 16,735	\$ 6,967	\$ 23,702
0599-0001	County IMRF Contribution	\$ 4,173	\$ 351	\$ 4,524
0599-0003	Social Security Contrib.	\$ 7,092	\$ 533	\$ 7,625
0612-0003	Educational Supplies	\$ 29,457	\$ 5,825	\$ 35,282
0773-0001	Special Services	\$ 0	\$ 3,000	\$ 3,000
0793-0001	Travel Expense	\$ 5,625	\$ 400	\$ 6,025
TOTALS:		\$ 63,082	\$17,076	\$ 80,158

3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this 20th day of March, 2001.

ATTEST:  
  
Peggy Ann Milton, Clerk of the McLean County Board of the County of McLean  
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APPROVED:  
  
Michael F. Sweeney, Chairman of the McLean County Board of

Members Sorensen/Emmett moved the County Board approve an Ordinance Amending the 2001 Combined Appropriation and Budget Ordinance for Fund 0105 - Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

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Member Sorensen, Chairman, presented the following:

A Resolution Amending the Fiscal Year 2001 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2001 McLean County Combined Appropriation and Budget Ordinance for Fund 0105.

WHEREAS, the County Board adopted a funded Full-Time Equivalent Position Resolution on November 21, 2000 which became effective on January 1, 2001; and,

WHEREAS, it becomes necessary to increase the Funded Full-Time Equivalent Position Resolution to authorize position changes associated with a grant from the Regional Office of Education to support anti-tobacco efforts through our Health Promotion programs in Fund 0105. The intent of the grant is to provide the Life Skills program, an anti-tobacco, skills building program to 7<sup>th</sup> grade students at Olympia and Leroy Middle Schools and to 8<sup>th</sup> graders in Heyworth and Ridgeview High Schools.

Therefore, Be it resolved by the McLean County Board, now in regular session, that the said funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

Action	Fund	Program	Position Classification	Annual # of		FTE	
				FTE	Months	Now	New
Add	0105-0061	0067	0515-8115	.48	6	.52	.76

This Amendment shall become effective and be in full force immediately upon adoption.

Adopted by the County Board of McLean County this 20th day of March 2001.

APPROVED

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

  
Peggy Ann Milton, Clerk of McLean County  
Board of the County of McLean  
ada\budget\011008

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F2001Budget/FTE Amendment for Fund 0105

The McLean County Health Department has been notified by the Regional Office of Education (ROE) that they are to receive \$17,076 to assist with a tobacco program. The ROE received tobacco settlement money from the State of Illinois to help deliver anti-tobacco education to students in grades 5 through 8. The health promotion staff will assist with a Life Skills program for these students. In order to deliver these services, it has become necessary to increase two part time FTE's to full time for the period January 1, 2001 through June 30, 2001. This will require adding .48 FTE for a 6 month period totaling a .24 FTE increase to the County FY 2001 FTE Resolution in Fund 0105. In addition, the budget amendment includes resources to be used for the purchase of educational materials and contractual costs associated with the tobacco educational campaign.

Members Sorensen/Salch moved the County Board approve a Resolution Amending the Fiscal Year 2001 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2001 McLean County Combined Appropriation and Budget Ordinance for Fund 0105 - Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the General Report is located on pages 114-122.

LAND USE AND DEVELOPMENT COMMITTEE:  
Member Gordon, Chairman presented the following:

**FINDINGS OF FACT AND RECOMMENDATION  
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS**

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals concerning an application of James Yoder, Trustee of Trust No. YHMP-1 and James Shirk, Trustee of Trust No. H-162, for a map amendment to change the zoning classification of 153 acres of property from a designation of A-Agriculture District to a designation of R-1 Single Family Residence District. This property is part of Sections 27 and 34, Township 23N, Range 2E of the 3<sup>rd</sup> Principal Meridian and is located in Bloomington Township immediately south of Road 925N (Hendrix Road), approximately ¼ mile east of U.S. Route 51, immediately east of the former Illinois Central Railroad and west of the Crestwicke area.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on March 13, 2001 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby reports the findings of fact and the recommendation as follows:

**PHYSICAL LAYOUT** - The 153 acre property is currently used for crop production. The elevation of the property is low and the topography is flat with ponding taking place in several places. The property drains generally to both the east toward the south end of the property and west toward the south end. The property has 875 feet of frontage on the south side of Hendrix Road and 2,100 feet of frontage on the west side of Road 1540E.

**SURROUNDING ZONING AND LAND USES** - The property to the north is primarily in the Agriculture District and partly in the R-1 Single Family Residence District. The property to the east is in the R-1 District. The property to the south and west is in the Agriculture District. The land to the north is used for crop production and single family residences. The land to the east across Road 1540E is developed as residential subdivisions (Crestwicke). The land to the south and east is used for crop production.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 118.25 out of 125 points. The site assessment score was 109 out of 175 points. The total LESA score was 227.25 out of 300 points. A score of 225 points and above means the property is of very high value for protection of agricultural land.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards listed in Section 207.6 (Standards for Map Amendments) of the Zoning Ordinance.

1. The proposed amendment is not compatible at this time with appropriate uses, appropriate zoning classifications in the area and appropriate trends of development in the general area, giving due consideration to dominant uses. The LESA report takes into account factors that include use and zoning of land

on and off site, access to roads, access to water and sewer and productivity of soils. The high LESA score shows the land of very high value for agricultural land protection. The property is currently in crop production and property to the south, west and north is in crop production. Residential subdivisions are established to the northeast and to the east. A single family residence is also located to the north of the property. Although the Comprehensive plan designates this property as a "Low Intensity Urban Growth Area (Conservation Subdivisions and Site Development Guidelines Recommended)", the designation is generalized and local review is particularly necessary when such designation is on the fringe area of development.

2. The proposed zoning classification is not appropriate at this time as it relates to the physical characteristics of the subject property, giving due consideration to the uses permitted in both the existing and the proposed zoning classification. The high LESA score illustrates how appropriate the property is for crop production. The topography and dimensions of the property are appropriate for uses in both districts.
3. Adequate and safe accessibility to the subject property from a public road is available or can be reasonably supplied, giving due consideration to uses permitted in the proposed zoning classification. Since the land is flat, sight distance is good at many locations.
4. Adequate public roads connected to the arterial highway system are not currently available but may be reasonably supplied to serve the uses permitted in the proposed zoning classification. The oil and chip township roads adjacent to the north and east of the site would need to provide access to the nearest arterial highway, which is U.S. Route 51, approximately  $\frac{3}{4}$  of a mile to the west of this property. The Bloomington Township Road Commissioner indicated that existing township roads are not adequate to handle construction traffic for the proposed residential development or for the traffic that would be generated by residential development of this property. He indicated in a communication dated March 13, 2001 that he reached a verbal agreement with the applicants to repair nearby roads during construction and to help pay the upgrading of these roads after development of the property. The base of Hendrix Road was improved from U.S. Route 51 to the seed company entrances (east of U.S. 51) but is inadequate elsewhere on the township roads. The proposed 153 acre residential development on this site could allow 190 dwelling units that could generate 2,865 trips per day on these roads (trip generation is based on figures from the County Highway Department at 15 trips per day per dwelling unit based on projections established for rural subdivisions in the County). Truck traffic providing on-site construction supplies for the proposed dwelling units could generate an additional 7,600

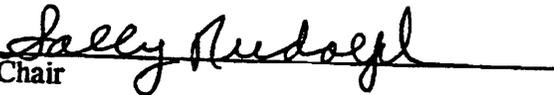
total trips on township roads (trip generation is based on 20 loads of material per dwelling unit for 190 units).

5. The proposed amendment is consistent with the need to minimize flood damage, and the development of the subject property for the uses permitted in the R1-Single Family Residence District will not have a substantial detrimental effect on the drainage patterns in the area if development on the property is properly engineered and built. Ponding already occurs on this property since the elevation of the property is low and the topography is relatively flat. In the past, heavy rains have eroded soil from the subject property to residential lots in the Crestwicke South Subdivision. Also, nearby farm owners have indicated that field tile in place before Crestwicke Subdivisions were developed have been blocked resulting in unresolved drainage problems in the area. The farm property to the south drains partly onto this property and therefore provision for this drainage will need to continue. In general, on-site stormwater detention/retention and drainage is addressed in the subdivision review process.
6. Adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the R1-Single Family Residence District. Water will be provided by the Bloomington Township Water District. With respect to sewer, the applicant has indicated they would not likely develop this property until they have access to a public sewer line that will be laid through the Crestwicke Subdivision to the Bloomington Normal Water Reclamation District plant proposed to be built in Randolph Township. Access to this public sewer facility for this proposed development is from two to four years in the future.
7. The proposed amendment is not consistent with the public interest, giving due consideration to the purpose and intent of this ordinance - To "Obtain the wise use, conservation, development, and protection of the County's water, soil, wetland, woodland, and wildlife resources, and attain a balance between land uses and the ability of the natural resource base to support and sustain such uses". This property is better used for crop production.

After considering all the evidence and testimony presented, this board finds that the proposed map amendment requested does not meet all the standards for recommending granting as found in Section 207.6 (Standards for Map Amendments) of the McLean County Zoning Ordinance and that such request is not in the public interest. Therefore, the Zoning Board of Appeals hereby recommends denial of the request to change the zoning district classification of the property described above from A-Agriculture District to a classification of R1-Single Family Residence District.

**ROLL CALL VOTE** - The roll call vote was four members for the motion to recommend denial, two member opposed and Member Rick Dean was absent. Members Rudolph, Elble, Finnigan and Kinsella voted in favor of the motion. Members Hoffman and Kuritz voted against the motion.

Respectfully submitted this 13<sup>th</sup> day of March 2001, McLean County Zoning Board of Appeals

  
Chair

Sally Rudolph, Chair  
Joe Elble  
James Finnigan  
David Kinsella  
Jerry Hoffman  
Michael Kuritz

Member Gordon moved the County Board Deny a Map Amendment Application. There was no second. Members Gordon/Sommer moved the County Board postpone the Map Amendment Application until the April Board Meeting. Discussion followed. Clerk Milton shows the roll call vote as follows: Berglund-yes, Bostic-yes, Emmett-yes, Gordon-yes, Hoselton-yes, Johnson-yes, Kinzinger-yes, Nuckolls-yes, Owens-yes, Pokorney-yes, Renner-yes, Rodman-yes, Salch-yes, Segobiano-yes, Selzer-yes, Sommer-yes, Sorensen-yes, Arnold-yes, Bass-yes, Sweeney-yes. Motion passed unanimously.

JUSTICE COMMITTEE:

Member Sommer, Chairman, presented the following:

### AFFILIATION AGREEMENT

This agreement established between the BroMenn Healthcare Mental Health Services (MHS) and the McLean County Detention Facility (MCDF) is freely entered for the purpose of meeting identified services needs of MCDF by MHS. Since the possibility is mutually noted that MCDF will, on an emergency basis, occasionally need the professional services of a state licensed mental health facility and since MHS is such a facility, this understanding is reached for the above purpose.

This agreement shall be effective for a period of one year beginning January 1, 2001 and shall automatically renew annual absent written notice as provided below by either party terminating the agreement.

BroMenn MHS agrees :

1. It will admit and treat MCDF residents in the same manner and upon the same screening criteria as any other potential admission upon referral by the MCDF consulting psychiatrist associated with the McLean County Center for Human Services.
2. To provide the MCDF, upon request, with a summary of the medical record, history, and services rendered to any MCDF resident inpatient stay subject to the current applicable Federal and State laws related to medical records distribution.
3. To, first, seek billing payment for services rendered from any other third party payor available of the patient after having been provided necessary information and precertification/preauthorization information as required by that payor(s).
4. To seek appropriate compensation for services rendered from MCDF only if no other responding payor source exists.
5. To act as the agent of the County of McLean in carrying out its provision of mental health services except that BroMenn agrees to hold the County of McLean safe from liability for any acts which occur as a part of or the result of treatment services and other acts which may occur which are not a part of or a result of treatment services provided by MHS.

The MCDF agrees:

1. That after referral by the consulting psychiatrist, it will contact the BroMenn Emergency Department and/or MHS to advise of a pending admission prior to transfer to any BroMenn location.

Attest:

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

3/20/01  
Date

Approved:

*Michael F. Sweeney*  
Michael F. Sweeney, Chairman  
McLean County Board

3/20/01  
Date

*Pat Thornton*  
Pat Thornton, Vice-President  
Family Health Services  
BroMenn Healthcare

1/24/01  
Date

## MEMORANDUM OF AGREEMENT

**THIS AGREEMENT** entered into by and between the County of McLean and the BroMenn Regional Medical Center Mental Health Services Unit.

**WITNESSETH:** The County of McLean through its Correctional Health Services from time to time needs in-patient psychiatric services for its inmates at its detention facility and BroMenn has the ability to provide psychiatric services through its Mental Health Services Unit.

**BROMENN REGIONAL MEDICAL CENTER MENTAL HEALTH SERVICES UNIT** agrees as follows:

1. To admit and treat inmates from the McLean County Detention facility in the same manner as any other patient upon referral by the County of McLean's Consultant Psychiatrist from the McLean County Center for Human Services.
2. To provide the County of McLean with a summary of the medical record of the BroMenn in-patient stay subject to the requirements of State and Federal law.
3. To seek compensation for services rendered from any third party payor of the patient after having been provided information from the County of McLean concerning any precertification or preauthorization requirements required by that payor.
4. To seek compensation for services rendered from the County of McLean only if no other payment source exists.
5. To act as the agent of the County of McLean in carrying out its duty to provide mental health services except that BroMenn agrees to be responsible for its own negligent acts or the negligent acts of its employees and agents.

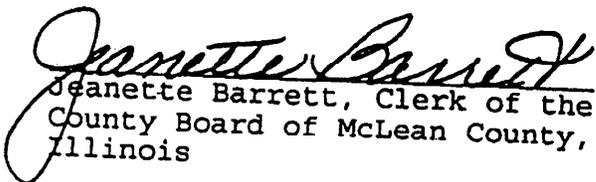
**THE COUNTY OF McLEAN CORRECTIONAL HEALTH SERVICES** agrees as follows:

1. After referral by the consulting psychiatrist, to contact the House Supervisor and/or an Emergency Department Staff Member of BroMenn Regional Medical Center to advise of a pending admission prior to transfer.

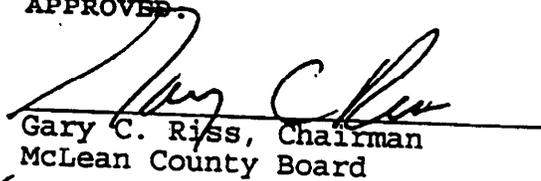
2. To accompany all inmates with two correctional officers who shall remain with the inmate at all times throughout the hospitalization.
3. To retain custody of the inmates at all times and to remain responsible for the inmates and for all security measures.
4. To provide a summary of an inmate's medical record at the time of the transfer, if time permits.
5. To obtain the same summary of an inmate's medical record from BroMenn at the time of discharge.
6. To provide a patient's third party payor information to BroMenn so that any precertification or preauthorization programs required by the payor may be followed.
7. To compensate BroMenn for services rendered only if no other payment source exists.

ADOPTED by the McLean County Board this 23rd day of August, 1994.

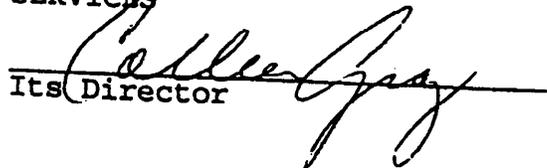
ATTEST:

  
 Jeanette Barrett, Clerk of the  
 County Board of McLean County,  
 Illinois

APPROVED:

  
 Gary C. Riss, Chairman  
 McLean County Board

BROMENN REGIONAL MEDICAL  
 CENTER MENTAL HEALTH  
 SERVICES

  
 Its Director

Members Sommer/Johnson moved the County Board approve a Request for Approval of an Affiliation Agreement between BroMenn Healthcare Mental Health Services and McLean County Detention Facility - McLean County Detention Facility Health Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

**PROGRAM TITLE:** Domestic Violence Protocol Implementation

**AGREEMENT NUMBER:** 6946

**PREVIOUS AGREEMENT NUMBER(S):** 6631, 6746, 6846

**ESTIMATED START DATE:** November 1, 2000

**SOURCES OF PROGRAM FUNDING:**

*Violence Against Women Act (FFY99) Funds:* \$71,650

*Matching Funds:* \$23,883

**Total:** \$95,533

**IMPLEMENTING AGENCY:**

County of McLean on behalf of the McLean County State's Attorney's Office

**ADDRESS:**

104 West Front Street, Room 605  
Bloomington, Illinois 61701

**IRS TAX IDENTIFICATION NUMBER:** 37-6001569

**AUTHORIZED OFFICIAL:**

Michael F. Sweeney  
Chairman McLean County Board

**TITLE:**

309-821-0202

**TELEPHONE:**

**PROGRAM FINANCIAL OFFICER:**

Ms. Jackie Dozier  
Auditor of McLean County

**TITLE:**

309-888-5151

**TELEPHONE:**

**PROGRAM AGENCY:**

McLean County State's Attorney's Office

**ADDRESS:**

104 West Front Street, Room 605  
Bloomington, Illinois 61701

**PROGRAM DIRECTOR:**

Charles G. Reynard

**TITLE:**

State's Attorney

**TELEPHONE:**

309-888-5400

**FISCAL CONTACT PERSON:**

Charles G. Reynard

**AGENCY:**

McLean County State's Attorney's Office

**TITLE:**

State's Attorney

**TELEPHONE:**

309-888-5400

**PROGRAM CONTACT PERSON:**

Charles G. Reynard

**TITLE:**

State's Attorney

**TELEPHONE:**

309-888-5400

INTERAGENCY AGREEMENT

Violence Against Women Act of 1994 Programs

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and the County of McLean on behalf of the McLean County State's Attorney's Office, hereinafter referred to as the "Implementing Agency," with its principal offices at 104 West Front Street, Room 605, Bloomington, Illinois 61701, for implementation of the Domestic Violence Protocol Implementation Program.

WHEREAS, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

WHEREAS, pursuant to the Violence Against Women Act of 1994, the Authority has been designated as the State agency responsible for administering this program; and

WHEREAS, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Violence Against Women Act of 1994 and enters into interagency agreements with state agencies, units of local government and nonprofit, nongovernmental victim service programs for the use of these federal funds; and

WHEREAS, pursuant to the Violence Against Women Act of 1994, the Authority named the following program areas as the focus of S.T.O.P. Violence Against Women in Illinois, Illinois' implementation plan for the Violence Against Women Act of 1994 grant program for federal fiscal year 1999:

- 1) To expand basic and advanced training on sexual assault and domestic violence for law enforcement, state's attorneys, judges, clerks, and advocates;
- 2) To implement in seven jurisdictions the model domestic violence protocol for law enforcement, prosecutors and the judiciary, and in at least six jurisdictions, the model sexual assault guidelines for law enforcement; test sites for each are expected to adopt the protocol/guidelines, train staff, develop and implement mechanisms to ensure participants follow the protocol/guidelines, institute data collection to facilitate evaluation and serve as a model for determining the data to be collected;
- 3) To improve and expand data collection systems by (a) collaborating with the Illinois State Police to enable the entry of orders of protection issued in other states into the Law Enforcement Assistance Database system; and (b) describing methods of collecting aggregate data to assess the system's response to sexual assault and domestic violence incidents; and
- 4) To continue support for expanded services for victims of sexual assault and domestic violence, particularly to those in underserved areas and special populations.

WHEREAS, the Authority designated the County of McLean on behalf of the McLean County State's Attorney's Office to receive funds for the purpose of implementing a program to address one of the named areas.

NOW, THEREFORE, BE IT AGREED by and between the Illinois Criminal Justice Information Authority and the County of McLean on behalf of the McLean County State's Attorney's Office as follows:

### SECTION 1. DEFINITIONS

"Program": means a plan set out in a Program Description that identifies issues related to combatting violent crimes against women and that contains a statement of objectives, strategies for achieving those objectives, and a method for assessing the effectiveness of those strategies.

### SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from November 1, 2000 through October 31, 2001.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

However, no funds will flow under this agreement for the period of March 1, 2001 through October 31, 2001, unless and until the State of Illinois receives written approval of an extension to the funding period for the Violence Against Women Formula Grant Program (99-WF-VX-0017) from the Department of Justice that covers that period, and the Executive Director of the Authority approves funding for that period. If the State of Illinois does not receive such an extension, this agreement is subject to termination.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

### SECTION 3. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the starting date of this agreement, the Implementing Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

#### **SECTION 4. PROGRAM DESCRIPTION AND BUDGET**

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

#### **SECTION 5. PAYMENT**

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 9 of this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable state and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$71,650, and is dependent on the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of program funds into a bank account in the name of the Implementing Agency, either depositing such funds into an account separate from any of its other bank accounts or treating such funds as a separate line item per its budget and audited financial statements. Federal funds shall be immediately deposited into such bank account.

#### **SECTION 6. MATCH**

Federal funds from the Violence Against Women Act of 1994 may be used to pay up to 75 percent of the costs described in Exhibit B. The remaining nonfederal share must be provided by the Implementing Agency. Therefore one dollar in cash or in-kind match is required for each three dollars of federal funding received. Failure of the Implementing Agency to provide financial support in the amount of at least \$23,883 shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and the return of funds already awarded. Matching funds shall be documented so as to be subject to audit.

#### **SECTION 7. OBLIGATIONAL LIMITATION**

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligations of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the failure to appropriate or otherwise make available sufficient funds for this agreement.

#### **SECTION 8. NON-SUPPLANTATION**

The Implementing Agency certifies that Federal funds made available under this agreement will not be used to supplant (replace) nonfederal funds, but will be used to supplement nonfederal funds that would otherwise be available to the Implementing Agency for activities subject to funding under the Violence Against Women Act of 1994.

## **SECTION 9. REPORTING AND EVALUATION REQUIREMENTS**

Unless required on a more frequent basis by the Authority, the Implementing Agency shall submit the following reports to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, by the 15th day of each month following the previous quarter:

- progress reports for the preceding quarter relevant to the performance indicators listed in Exhibit A;
- fiscal reports detailing financial expenditures for the previous quarter; and
- any other reports specified by the Authority.

The Implementing Agency is further required to submit a final financial status report following termination of the program, the content and form of which will be determined by the Executive Director of the Authority.

The Implementing Agency agrees to cooperate with federally sponsored or funded evaluations of their programs. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

## **SECTION 10. PROGRAM INCOME**

All income generated as a direct result of the program described in Exhibit A shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The Federal proportion of program income must be accounted for up to the same ratio of Federal participation as funded in the program. Program income may be retained by the Implementing Agency for any purpose that furthers the objectives of the Violence Against Women Act of 1994. Implementing Agency shall report and account for such program income as required by the Authority.

## **SECTION 11. MAINTENANCE OF RECORDS**

The Implementing Agency agrees to maintain records which document activity reported to the Authority pursuant to Section 9 of this agreement. Such records shall be accessible to the Authority for monitoring purposes no more than 10 days following a request that such records be produced by the Implementing Agency. Inability of the Implementing Agency to produce such records or failure to produce such records shall be cause for suspension or termination of this agreement.

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Records shall be maintained beyond the 3-year period if an audit or review is in progress or the findings of a completed audit or review have not been resolved satisfactorily. If either of these two preceding conditions occurs, then records shall be retained until the audit or review is completed or matters at issue are resolved satisfactorily.

## **SECTION 12. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS, CONFLICT OF INTEREST**

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures which minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 500) and all applicable executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The Implementing Agency should follow its established procurement process if it minimally adheres to standards established by the Illinois Procurement Code (30 ILCS 500), applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of less than \$25,000, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements of \$25,000 or more, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFP's of \$25,000 or more, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance.

The Implementing Agency agrees to comply with the provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all the terms, conditions and provisions of the code apply to this agreement and are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

## **SECTION 13. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT**

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

## **SECTION 14. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES**

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

## SECTION 15. INSPECTION AND AUDIT

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority within 30 days of completion.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 9 and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

## SECTION 16. CLOSE-OUT REQUIREMENTS

Within 45 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by the Authority.

## SECTION 17. IMPLEMENTING AGENCY COMPLIANCE

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- Those laws, regulations and guidelines specified in Sections 18 and 24 of this agreement.
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement).
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.

- National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15).
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

#### **SECTION 18. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

The following requirements apply to for-profit entities, and state, county or other local units of government: If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of 3 percent or more, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women. If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of less than 3 percent, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to practices

affecting women. If required by this section or Section 18 of this agreement, the Implementing Agency hereby certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. In addition, any Implementing Agency receiving more than \$500,000 or more through this agreement, or \$1,000,000 or more in aggregate grant funds in an 18 month period, shall submit a copy of its equal employment opportunity plan as directed by the Authority.

#### SECTION 19. NONDISCRIMINATION

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. The Implementing Agency agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Title VII of the Civil Rights Act of 1964, as amended;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The Implementing Agency certifies that it shall not pay any dues or fees on behalf of its employees or agents or

subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

#### **SECTION 20. CONFIDENTIALITY OF INFORMATION**

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and the Violence Against Women Act of 1994. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

#### **SECTION 21. ASSIGNMENT**

The Implementing Agency shall make no assignment or transfer of this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

#### **SECTION 22. SUBCONTRACTING**

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated.

The Implementing Agency shall be liable for the performance, acts or omissions of any person, organization, partnership or corporation with which it contracts, to the extent permitted by law; and shall be responsible for assuring that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts of \$25,000 or more, that involve the use of federal or matching funds, must be approved in writing by the Authority prior to their effective dates.

#### **SECTION 23. INDEPENDENT CONTRACTOR**

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

#### **SECTION 24. EXHIBITS, AMENDMENTS**

The documents appended are made a part of this agreement, as exhibits and amendments as the case may be. Any amendment to this agreement must be signed by the parties to be effective. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such

exhibits and amendments.

#### **SECTION 25. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT**

The Implementing Agency shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Violence Against Women Act of 1994, the Department of Justice Program Guidelines for the STOP Violence Against Women Formula and Discretionary Grants Program (Grants to Combat Violent Crimes Against Women) (28 CFR 90 et seq., effective April 18, 1995), the Violence Against Women Formula Grants Program Fiscal Year 1999 Application Kit, the Office of Justice Programs' Financial Guide, Office of Management and Budget Circulars A-21, A-87, A-102, A-110, and A-133, the Illinois Grant Funds Recovery Act (30 ILCS 705), Illinois Procurement Code (30 ILCS 500), the State Comptroller Act (15 ILCS 405), the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.), the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.), the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

#### **SECTION 26. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE**

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

#### **SECTION 27. CERTIFICATION REGARDING LOBBYING.**

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

#### **SECTION 28. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

**SECTION 29. DRUG FREE WORKPLACE CERTIFICATION**

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

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

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

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance program; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of

paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

### **SECTION 30. STATEMENTS, PRESS RELEASES, ETC.**

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

### **SECTION 31. COPYRIGHTS, PATENTS**

If this agreement results in a copyright, the Authority and the Violence Against Women Grants Office reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

### **SECTION 32. PUBLICATIONS**

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with VAWA funds, no later than 60 days prior to its printing.

For publications over 20 pages, the Authority will submit comments to the Implementing Agency no later than 30 days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 30-day review period.

For publications of 20 pages or less, the Authority will submit comments to the Implementing Agency no later than 10 working days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 10-day review period.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication, that will be issued by the Implementing Agency describing programs or projects funded in whole or in part with VAWA funds, no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:

"This project was supported by Grant # (contact the Authority for the proper grant number), awarded by the Violence Against Women Grant Office, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

### SECTION 33. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

Name: The County of McLean on behalf of the Mclean County State's Attorney's Office

Taxpayer Identification Number:

Employer Identification Number 37-6001569

*(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

Legal Status:

- |   |                                     |  |
|---|-------------------------------------|--|
| <input type="checkbox"/> Individual   | <input checked="" type="checkbox"/> | Government Entity                                  |
| <input type="checkbox"/> Owner of Sole Proprietorship   | <input type="checkbox"/>            | Nonresident alien individual                       |
| <input type="checkbox"/> Partnership  | <input type="checkbox"/>            | Estate or legal trust                              |
| <input type="checkbox"/> Tax-exempt hospital or extended care facility                            | <input type="checkbox"/>            | Foreign corporation, partnership, estate, or trust |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services     | <input type="checkbox"/>            | Other: _____                                       |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services |                                     |  |

### SECTION 34. DISPOSITION REPORTING

The Implementing Agency certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with the Authority and other parties in

the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

#### **SECTION 35. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES**

If the program described in Exhibit A is subject to requirements of the Criminal Intelligence System Operating Policies, 28 CFR Part 23, the Implementing Agency certifies to the Authority that the program shall conform with the operating policies set forth in 28 CFR Part 23.20 and meets funding criteria set forth in 28 CFR Part 23.30. If the program is subject to these requirements, the Implementing Agency shall cooperate with specialized monitoring and auditing of the program as may be required by 28 CFR Part 23.40(a), and shall comply with operating policies required by 28 CFR Part 23.40(b).

#### **SECTION 36. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT**

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

#### **SECTION 37. INTEGRATION**

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

#### **SECTION 38. SEVERABILITY**

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

#### **SECTION 38.5 SPECIAL CONDITIONS**

If, for an item of equipment described in Exhibit B to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of federal funding;
- B. Cancel this agreement;
- C. Allow the Implementing Agency to reallocate the federal or matching funds that were allocated for such equipment to other allowable, Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

*The County of McLean on behalf of the McLean County State's Attorney's Office  
Domestic Violence Protocol Implementation Program  
Agreement #6946*

Equipment purchased using federal or matching funds shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

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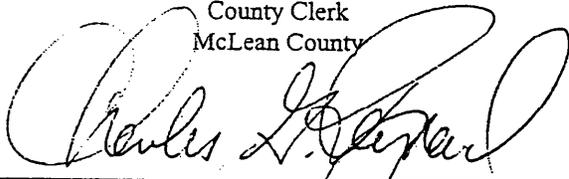
SECTION 39. ACCEPTANCE

The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

\_\_\_\_\_  
Candice M. Kane  
Executive Director  
Illinois Criminal Justice Information Authority  
Date

\_\_\_\_\_  
~~Gary C. Riss~~ Michael J. Sweeney  
Chairman of the Board  
McLean County  
Date

\_\_\_\_\_  
Peggy Ann Milton  
County Clerk  
McLean County  
Date

  
\_\_\_\_\_  
Charles G. Reynard  
State's Attorney  
McLean County  
Date  
7-20-2001

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

# DOMESTIC VIOLENCE PROTOCOL IMPLEMENTATION

## Exhibit A: Program Narrative (Agreement #6946)

### I. SUMMARY OF PROGRAM

The basic description of the program to be implemented remains unchanged from the previous years' proposals and agreements, though the scope of the program has enlarged to involve a larger community-oriented team approach to McLean County's response to domestic violence.

This program, including its goals, objectives and strategies, remains substantially the same as the previously funded program. The previously funded program focused principally on the implementation of protocols within our jurisdiction's police organizations, the State's Attorney's Office, and the judiciary, with particular attention to the working relationships of these constituents with each other as well as with the victim advocacy providers. However, the program has evolved and enlarged to involve numerous other disciplines as well, as can be observed in the following section of this narrative.

We believe the statistical reports submitted throughout the past three years disclose significant enhancements to the successes of the program by improving the rates at which the prosecutions of various domestic violence cases prevail, including rates of guilty findings in prosecutions of domestic battery, violations of orders of protection, violations of no contact provisions of appearance bonds, subsequent offense felony prosecutions, as well as the various felony domestic violence prosecutions. Additionally, collaborative efforts funded by a grant received by Bloomington Police Department and McLean County under the Department of Justice's recently awarded COPS grant, which began January 15, 1999, have enhanced successes and began to develop a significant fund of data for research purposes. While the COPS grant ended on or about August 1, 2000, it is our hope that we will be able to sustain the staff associated with this grant and that the COPS grant research will enhance our understanding of measures of success in the protocol implementation process by reference to the evaluation component of that grant.

### II. REVIEW OF PROGRESS MADE

The best explanation of the progress made by the collaborating agencies during the third year of the DV-PIP program is contained within the monthly reports previously submitted. In summary, though, there were five goals and, initially, sixteen targeted objectives. See pp. 5-7 of the previous program narrative. With

reference to the sixteen objectives, the progress we have experienced is as follows:

1. Over the past year our multi-disciplinary DV Team has become more inclusive. At this point last year, the team consisted of the follow-up officers within the DVUs of each police department (BPD, NPD, Sheriff), victim advocates assigned to each of these departments and the State's Attorney's Office, the DV prosecutors (4), CDV/Neville House Program Director, and representatives of batterer's service providers. During the course of this year, new community agencies have joined our DV team. Representatives of the following six agencies are now attend our meetings: (1) the 9-1-1 communications center, (2) For Children's Sake (family counselors), (3) Project OZ (crises intervention services for children), (4) DCFS, (5) the juvenile detention center, and (6) Prairie State Legal Services. Additionally, juvenile probation officers now attend our bi-weekly Tuesday afternoon meetings. These meetings are designed to foster collaboration and information-sharing within the D.V. Team.
2. This year we started again to explore the idea that the state's attorney's office collaborate with city, county and state police agencies and adopt a mutual aid agreement to handle the investigation of all officer-involved domestic violence cases. Pursuant to the mutual aid agreement, another police agency's experienced domestic violence unit will investigate all officer-involved domestic violence cases. See accompanying PowerPoint presentation developed to facilitate this discussion.
3. Roll call trainings were conducted for all four shifts of the Bloomington Police Department, Normal Police Department and Sheriff's Department officers concerning various protocol compliance issues on two dates so far this year.
4. Domestic Violence follow-up service has improved because of technological advances in our integrated justice database system (EJS). Today, police can scan photos, supplemental reports and victim statements into the system allowing prosecutors to instantly view the follow-up documents.
5. Today, we have come very close to reaching our goal of providing every victim of domestic violence with follow-up services.
6. Because of the involvement of more agencies and people into our D.V. unit, we have strengthened our collaborative efforts between the community and local law enforcement. Accordingly, we feel that there is a natural decrease in the number of victim/suspect unknown reports.
7. All victims of domestic violence with whom law enforcement had contact were informed of their rights under IDVA.
8. All victims of domestic violence whom law enforcement had contacted were provided resources and referrals.
9. From January 1, 2000 through July 31, 2000, the rate of nol-pros dispositions in cases concluded fell to 32% in misdemeanor cases (an improvement by 1% over last year). The rate of nol-pros dispositions in felony domestic violence prosecutions has increased from 12% a year ago to 17% through the first

seven months of this year. We have not determined the precise cause for this statistical observation. We are speculating that this rise in the percentage of nol-pros dispositions could be attributed to: (1) more aggressive custody screening by felony attorneys; or (2) optimistic charging in hopes that immediate follow-up investigation will secure a true bill at grand jury. Our overall felony caseload statistics support this reasoning. During calendar 1999 (principally, the 2<sup>nd</sup> year of the grant), we screened, charged, and prosecuted 218 felony domestic violence cases (an increase from calendar 1998 when we prosecuted 185 felony DV cases). The startling reality of this year's experience is that we have charged 211 felony cases through August, 2000! This rate projects a year-end total of 313 felony cases, an increase of 44%! While we are concerned about nol-pros rates, we have continued to observe that during the first 9 months of this year there have been no cases in McLean County involving intimate partner murder.

10. This year the sheriff's department has been more successful with serving victim's of domestic violence with grand jury subpoenas. There was considerable effort expended during team meetings to increase the level of successful service. Therefore, felony prosecutors have experienced an increase in the rate of victim/attorney conferences prior to the day of trial from a year ago (approximately 65-75%) to approximately 80-85%.
11. The rates of plenary orders of protection stemming from emergency orders of protection have been steady for the past 12 months.
12. Recently we presented a roll-call training that focused on delinquent minors, detention and domestic violence. We have adopted specific protocol provisions contemplating collaboration between police and detention center staff to deal with reoccurring violence by juveniles against siblings and parents. Additionally, members of For Children's Sake (family counselors), Project OZ (crises intervention services for children), DCFS, and the juvenile detention center have joined our DV Team. Hence, children's issues as they relate to domestic violence are more frequently discussed at our bi-weekly meetings.
13. We are now partnering with For Children's Sake to provide counseling to children who have witnessed domestic violence.
14. Officers have received some additional training on primary and secondary aggressor analysis. Also, the probation department is now including the Neville House hotline phone number in their letters to victims of domestic violence.
15. A medical advocate, Kate Stack, is now on call for both BroMenn and St. Joseph Hospitals. Members of our D.V. Team have also met with local clergy to address guidelines they should follow when counseling victims of domestic violence.
16. Part of roll call training was devoted to serving subpoenas for domestic violence cases. All police agencies were encouraged to aid the sheriff's department in locating and serving witnesses in their jurisdiction.

As part of the previous year's efforts, the DV Team identified the following four additional problems (see pp. 4-5 of last year's program narrative):

- The problem of children witnessing domestic violence, viewing the problem as a potentially chargeable criminal victimization, balancing the victimization of the children with the consequences of chronic victimization of (typically) the mother, and sensitizing the service disciplines, including police, prosecution, judiciary, victim advocates, batterers' service providers, probation, and others to the issue.
- The problem of prosecuting women who are victims, including issues of training relating to primary aggressor analysis by police and prosecutors, as well as more difficult issues of dealing with women whose criminal liability, while clear, is causally connected to their having been the victim in the cycle of violence relationship. It was observed, in our statistics, that in domestic violence cases filed since January through September, 1999, the charged defendants are women in 16% of the cases. We are concerned that this rate of prosecuting women may be as much as twice or more than twice the national prosecution rate of women.
- The problem of filling the increasing need for advocacy resources in the community as well as meeting the need for education and prevention resources in the community. Among the needs: medical advocacy (a new program is starting), transitional housing, education of teachers and school children about domestic violence, training of school resource officers.
- The problem of securing service of subpoenas in domestic violence cases, particularly in light of the high volume of such cases, the static resources allocated by the Sheriff and the county to the process division, the relatively higher difficulty of securing service upon victims and witnesses who are not allied with the prosecution, the enlisting of additional services from the three police departments to intensify location efforts in order to secure service of subpoenas, and coordination of process servers, attorneys, victim-witness personnel, victim advocates, and investigating officers.

Thus, additionally, consider the progress we made concerning these problem areas:

1. We are now partnering with For Children's Sake to provide counseling to children who have witnessed domestic violence. Also, members of DCFS and other agencies such as Project OZ (crises intervention services for children), the juvenile detention center, and the juvenile probation center now attend our bi-weekly Tuesday afternoon meetings.
2. Officers have received some additional training on primary and secondary aggressor analysis. The probation department is now including the Neville House hotline phone number in their letters to victims of domestic violence. Additionally, members of our D.V. unit have also met with local clergy to address guidelines they should follow when counseling victims of domestic violence.

3. The problem of filling the increasing need for advocacy resources in the community has been addressed by having a medical advocate on call at our two hospitals. Also, there has been an increase in the number of advocacy agencies attending our D.V. meetings.
4. Police officers familiar with the case are sometimes asked to serve subpoenas to D.V. victims and witnesses in their jurisdiction. Once the subpoena is served, it becomes the duty of the serving officer to notify the sheriff's department that the process has been served. Consequently, the sheriff's department can spend more time on attempting to serve other subpoenas.

From the State's Attorney's Office perspective, there has occurred substantial progress in the achievement of the goals and objectives of the program previously funded. The impact of the federal dollars has been substantial, particularly with respect to enabling attorney staff to meet the increasing caseload of prosecutions and to begin increasing the rate of victim/attorney contacts in the conduct of felony prosecutions. In addition, the intermediate clerk position has enabled the State's Attorney's Office to gather the data required by the grant and to develop additional data furnishing the State's Attorney's Office with meaningful insights as to its delivery of domestic violence prosecution services. Much remains to be done in order to improve and master the level of consistent services required, but we are grateful for the resources supplied to date and we are proud of the achievements we have been able to accomplish as a result.

### III. STATEMENT OF PROBLEM

From the perspective of the State's Attorney's Office, the problems the collaborating agencies continue to face and which justify the need to continue the program are essentially the same as reported concerning the first year's experience under the grant. Those problems have diminished in severity during the previous years' experience under the grant, but it can be fairly said that these problems will always exist, though hopefully to a steadily diminishing degree. Those problems are listed as follows:

- Investigations
- Case handling
- Making and maintaining contact with victims
- Adjudication/trial problems – all of the above plus different perceptions of evidence
- Sentencing – need for consistent form and content of orders and consensus regarding court-ordered treatment
- Enforcement of sentencing orders – monitoring and information

From the State's Attorney's perspective, the above-described problems, all essentially related to implementation of the three-part protocol, accounted for a strong motivation to reconvene the McLean County Domestic Violence Task

Force. By way of background, the Domestic Violence Task Force first convened in the Summer of 1993, conducted several meetings and work group processes, and, in the early fall of that year, issued recommendations to the community. As a consequence of those efforts, the community mobilized a number of efforts which have caused enormous change in the way McLean County has addressed the problem of domestic violence. The collaboration between the State's Attorney's Office and Neville House began. The first domestic violence prosecutor position was created. Soon thereafter, the Bloomington Police Department domestic violence investigative unit was started. The caseload statistics began to increase dramatically and continued to increase dramatically through 1996 and 1997.

The DV-PIP program officially started in November 1997 and began to show significant momentum during the spring of 1998. However, the above-listed problems (which will be detailed to some extent below) caused various components of the collaboration to experience concerns. During July and August of 1998, an ad hoc committee formed to reconvene the task force for the specific purposes of reviewing the progress experienced to date and studying the problems requiring attention so that the progress of the community could be sustained and improved.

The Domestic Violence Task Force reconvened on October 13, 1998. The Task Force met again on November 10, 1998, following several meetings involving six area work groups. The Task Force met twice in 1999 and once so far in 2000, with the second meeting to be conducted in October or November of this year. Work groups, currently four reconfigured groups, have continued to maintain a focus on various system and community problems in order to effectively respond to the ongoing six problems referred to above as well as the four additional problems described in the previous section.

From the State's Attorney's perspective, there has been significant progress made in responding to each of the ten problems listed above. It continues to be our goal to address the need for further improvements in our response to each of these concerns. Continuing to develop the collaboration between and among police, prosecutors, and victim advocates has been and will continue to be the primary emphasis under the grant, particularly with reference to the first three problem areas listed above (investigations, case handling and victim contact). It is also our intention to solidify the more inclusive group of constituents on the DV Team as a means of broadening the level of community involvement in responding to the problem areas we have identified, particularly concerning youth-related issues.

The problems relating to adjudication/trial, sentencing, and enforcement have been and will continue to be addressed by a combination of the foregoing collaborative efforts (leading to better case presentations in court). We are struggling to retain the probation office's DVU, as well as the 4<sup>th</sup> attorney in the State's Attorney's DVU, since the lapse of the COPS grant. Continuation of the

DV-PIP grant at this time is essential to our efforts at securing these other staff resources (a combination of county funding and the assistance of the Administrative Office of Illinois Courts).

#### IV. GOALS AND OBJECTIVES

With the recognition that the problems are the same, to a large extent, as they were at the beginning the program, the proposed goals and objectives are substantially the same as the goals and objectives set forth in the previous proposals and agreements. Thus, the general statement of the program's goal is to reduce or eliminate domestic violence through a coordinated response by law enforcement, victim service providers, prosecutors, and the judiciary. Specifically, that goal seeks to improve the coordinated response to victims of domestic violence through

1. the full implementation of the previously adopted protocols by all involved parties, as well as the revision of those protocols as determined from time to time to be needed,
2. additional training on domestic violence related issues,
3. improved law enforcement response to victims of domestic violence,
4. improved prosecution outcomes, including screening/charging, victim/attorney communications, "victimless" prosecution proceedings (where possible and appropriate) and increased offender accountability, and
5. increased consistency in judicial response to the presentation of evidence presented upon the adjudication of guilt or innocence, as well as the consistency of the judicial response to impose appropriate sentencing consequences.
6. Increased involvement by the community in recognizing the problem and responding to it by more informed and proactive decisions to employ victim advocacy, law enforcement and legal resources to achieve earlier interventions.

The objectives related to the achievement of the foregoing goals are as follows:

1. Continue the efforts of the Domestic Violence Multi-Disciplinary Team, formerly the combined law enforcement and prosecution protocol development work group, and to continue meeting on a twice-monthly basis.
2. To continue efforts to adapt and implement domestic violence protocols for the judiciary, prosecution, and law enforcement offices involved in the project.
3. To provide training on domestic violence and on the implementation of the various protocols to all involved agencies.

4. To maintain and improve the DV follow-up units in the McLean County Sheriff's Department, Normal Police Department, and the Bloomington Police Department.
5. Provide DV law enforcement follow-up services to all victims of domestic violence.
6. Reduce the number of victim/suspect unknown reports.
7. Inform 100% of domestic violence victims of their rights under the IDVA.
8. Provide resources and referrals to 100% of domestic violence victims.
9. Reduce the rate of nol-pros dispositions of misdemeanor domestic violence prosecutions to 25% in Year 4.
10. Reduce the rate of nol-pros dispositions in felony domestic violence prosecutions to 10% in Year 4.
11. Increase the rate of victim/attorney conferences prior to the day of trial in felony prosecutions from approximate current rate of 80-85% (year 3) to 90% in Year 4.
12. Maintain the rate of plenary orders of protection stemming from emergency orders of protection.
13. Refine existing protocols to reflect sensitized regard for child victims' witnessing of violence.
14. Refine existing protocols to reflect sensitized regard for the arrest and prosecution of women on domestic violence charges, with most particular regard to those women who are not the primary aggressors in the presenting cases or who, though criminally responsible in the presenting cases, are victims in the historical cycle of violence.
15. Maintain the advocacy resources for the increasing number of women identified as being in need of such assistance, including medical advocacy and transitional housing resources.
16. Refine existing police and prosecution protocols to incorporate the process division of the Sheriff's Department and to establish better coordination of various offices, with particular effort to employ the EJS computer system, in order to secure a higher rate of subpoenas being served on DV victims and witnesses.
17. Develop an e-mail facility for communication between and among the DV Team members and/or develop a web-based virtual private network for enhanced communications between and among DV Team members.
18. Develop multi-disciplinary protocol provisions for responding to juvenile DV offenders.
19. Continue discussion of instituting DV Court
20. Continue discussion of more effective protocol for investigation of police-involved and correctional officer-involved incidences of domestic violence.

The performance indicators associated with the foregoing goals and objectives are as follows:

1. Number of meetings held by the Domestic Violence Multi-Disciplinary Team.
2. Number and substance of protocol implementation issues addressed and resolved, including:
  - a. addressing and resolving protocol response to the problem of child victims' witnessing of domestic violence
  - b. addressing and resolving protocol response to the problem of arresting and prosecuting women who are victims
  - c. addressing and resolving protocol response to the problem of serving subpoenas on DV victims and witnesses
3. Number of training sessions held.
4. Level of DV follow-up teams' involvement in MDT process as indicated by attendance at MDT meetings.
5. Number of cases followed up by DV teams.
6. Percentage of cases nolleed in misdemeanor and felony categories.
7. Percentage of cases in which victim/prosecutor meet prior to the day of trial in misdemeanor and felony categories.
8. Percentage of cases where plenary orders are issued from cases involving emergency orders of protection.
9. Percentage of all DV defendants who are women, as well as the substance of the dispositions of such cases
10. Involvement of DV Team members in ongoing efforts of the McLean County Domestic Violence Task Force, particularly in relation to cultivating additional victim advocacy resources.

## V. PROGRAM STRATEGIES

The best characterization for program strategies might be "staying the course." The current efforts between governmental entities and service providers in McLean County demonstrate that there has been an active commitment to a collaborative "awareness to action" program strategy. The foundation for this strategy lies in the awareness that domestic violence is a crime and is to be treated as a crime by the various components of the justice system's response. The action, therefore, constitutes the "pro arrest" enforcement activities of the police and the "no drop" policy of the State's Attorney's Office, among numerous law enforcement and prosecutor policies now adopted and in force, to hold batterers accountable and to increase victim safety.

Implementing the adopted protocols through on-going intra- and inter-departmental communication and assessment will enable the coordinated effort of the McLean County domestic violence program to meet current identified needs/goals/objectives.

The Multi-Disciplinary Team (the DV Team), currently comprised of representatives from the three law enforcement agencies, victim advocates from

Neville House, State's Attorney and assistant state's attorneys, the AVERT program, the 9-1-1 communications center, For Children's Sake (family counselors), Project OZ (crisis intervention services for children), DCFS (to continue work on DV victim-sensitive approaches to children's placement issues in juvenile abuse/neglect litigation), the juvenile detention center, Prairie State Legal Services, and juvenile probation officers will continue to meet bi-weekly to monitor implementation of the adopted protocols and to determine such modifications and/or recommended revisions to the adopted protocol as necessary. In furtherance of the project's goals and objectives, the Multi-Disciplinary Team shall sponsor training sessions to take place at least on quarterly basis 2001 program year, such trainings to minimally require participation by police officers, prosecutors, and victim advocates. These trainings may be conducted at roll call/shift change times and will address specific issues related to improving the performance of and implementation of law enforcement and prosecution protocols. The trainings will be developed and led by one or more assistant state's attorneys and one or more DV follow-up police officers, and one or more involved victim advocates.

The DV Team will work with the McLean County Domestic Violence Task Force as well as the Family Violence Coordinating Council, particularly to develop resources and evolving responses to identified problems.

**VI. PERFORMANCE INDICATORS**

See Section IV for performance indicators related to the achievement of each objective listed therein.

**VII. IMPLEMENTATION SCHEDULE**

TASK	DATE BEGUN	DATE COMPLETED	PERSONNEL RESPONSIBLE
DV Team meets on bi-weekly basis	Ongoing	Ongoing	DV Team
Adapt and Implement Protocols	Ongoing	Ongoing	DV Team
Training on DV protocols	Ongoing	Ongoing	SA, BPD, NPD, MCSD
Develop/refine child witnessing provisions of police and prosecution protocols	Ongoing	Ongoing	DV Team
Develop/refine provisions of police and prosecution protocols relating to DV investigations, arrests, and prosecutions of DV victims	Ongoing	Ongoing	DV Team
Develop/refine provisions of police and prosecutions protocols for coordinating with medical advocacy services	Ongoing	Ongoing	DV Team
Develop/refine police, prosecution, and Sheriff's process protocols to improve service of process	Ongoing	Ongoing	DV Team

Agency:McLean County State's Attorney's Office  
Program Title:Domestic Violence Protocol Implementation  
Agreement #:6946

**EXHIBIT B: BUDGET  
IDENTIFICATION OF SOURCES OF FUNDING**

	<u>SOURCE</u>	<u>AMOUNT</u>
<b>Federal Amount:</b>	Violence Against Women Act (FFY99)	\$71,650.00
	Subtotal:	\$71,650.00
<b>Match:</b>	Local	\$23,883.00
	Subtotal:	\$23,883.00
<b>Program Income:</b>	None	
	Subtotal:	
<b>Non-Match:</b>	None	
	Subtotal:	
	<b>GRAND TOTAL</b>	<b>\$95,533.00</b>







**Program Title: Domestic Violence Protocol Implementation**

Agreement #: 6946

Travel

Description

	Federal Amount	Match Contribut.	Total Cost
	\$		-
	\$		-
	\$		-
	\$		-
	\$		-
	\$		-
	\$		-
	\$		-
	\$		-
	\$		-
	\$		-

\* Out-of-state travel requires prior Authority approval

TOTAL TRAVEL COST

\$	-	\$	-	\$
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Program Title: Domestic Violence Protocol Implementation

Agreement #: 6946

	Federal Amount	Match Contribut.	Total Cost
GRAND TOTAL			
PERSONNEL SERVICES	\$ 71,650.00	\$ 23,883.00	\$ 95,533.00
EQUIPMENT	\$ -	\$ -	\$ -
COMMODITIES	\$ -	\$ -	\$ -
TRAVEL	\$ -	\$ -	\$ -
CONTRACTUAL	\$ -	\$ -	\$ -
PERSONNEL STANTS	\$ -	\$ -	\$ -
OTHER COSTS	\$ -	\$ -	\$ -
TOTAL COST	<u>\$ 71,650.00</u>	<u>\$ 23,883.00</u>	<u>\$ 95,533.00</u>

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**Budget Narrative for the McLean County State's Attorney's Office  
(Agreement No. 6946):**

**PERSONNEL:**

The personnel line item allots for one (1) full-time Assistant State's Attorney (currently Michael Stroh) at \$57,693.00 (comprised of salary in the amount of \$48,231 and benefits in the amount of \$9,462) and one (1) full-time Office Support Specialist (Tina Sampson) at \$25,809 (comprised of salary in the amount of \$20,717 and benefits in the amount of \$5,092). A total of \$71,650 will come from federal dollars. Overtime will also be a part of the personnel budget (see Match section).

It should be noted that salaries are figured as two months at the FY00 rate of pay and ten months at the FY01 rate of pay for each staff listed.

**Assistant State's Attorney breakout:**

**Base Salary: \$48,231**  
Fringe = \$ 7,587 pension  
          \$ 1,800 health insurance  
          \$ 75 worker's comp  
**Total Fringe: \$ 9,462**  
**TOTAL COST = \$57,693**

**Office Support Specialist breakout:**

**Base Salary: \$20,717**  
Fringe = \$ 3,259 pension  
          \$ 1,800 health insurance  
          \$ 33 worker's comp  
**Total Fringe: \$ 5,092**  
**TOTAL COST = \$25,809**

**MATCH:**

The State's Attorney's Office will provide match through the following:

1. \$11,852 in employee benefits expense not covered by the federal share of the grant budget.
2. \$12,031 in-kind match based upon overtime hours expended by assistant state's attorneys (in excess of grant-supported hours). Time records will be supplied disclosing on a daily basis the number of hours expended on behalf of grant-supported activity. In-kind match will be computed on the

basis of time expended in excess of 7.5 hours per day on grant-related activity. Thus, based upon last year's records, it is anticipated that attorneys will spend considerable overtime (i.e. hours in excess of their regular 37.50 hour work week) devoted to regular multi-disciplinary team meetings, at mini-trainings during roll calls and at other times at police departments, and at other training opportunities that may arise throughout the year.

**TOTAL MATCH DOLLARS = \$23,883**

**Total amount of the request (for the State's Attorney's component) is:**

<b>Federal</b>	<b>\$71,650.00</b>
<b>Match</b>	<b>\$23,883.00</b>
<b>Total</b>	<b>\$95,533.00</b>

Members Sommer/Selzer moved the County Board approve a Request for Approval of an Interagency Agreement between the Illinois Criminal Justice Information Authority and the County of McLean - Domestic Violence Protocol Implementation Program - State's Attorney's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2001  
Combined Annual Appropriation and Budget Ordinance  
Children's Advocacy Center Fund 0129, Children's Advocacy Center 0062

WHEREAS, the McLean County Board, on November 21, 2000, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2001 Fiscal Year beginning January 1, 2001 and ending December 31, 2001; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Children's Advocacy Center Fund 0129, Children's Advocacy Center Department 0062; and,

WHEREAS, the County Board, at its regular meeting on February 20, 2001, approved the request of the Children's Advocacy Center to relocate the Center's offices from the McBarnes Memorial Building to the 200 West Front Street Building; and,

WHEREAS, the Children's Advocacy Center Fund 0129 has agreed to pay for the leasehold improvements to the vacant office space on the fifth floor of the 200 West Front Street Building that are necessary to accommodate the work of the Center; and,

WHEREAS, the Justice Committee, at its regular meeting on March 5, 2001, approved and recommended to the County Board an Emergency Appropriation Ordinance in the amount of \$50,000.00 for the necessary leasehold improvements to the vacant office space on the fifth floor of the 200 West Front Street Building, now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the Children's Advocacy Center Fund 0129, Children's Advocacy Center Department 0062 in the amount of \$50,000.00 as follows:

0129 - 0062 - 0021 - 0400.0000	
Unappropriated Fund Balance	\$50,000.00

2. That the County Auditor is directed to amend the Fiscal Year 2001 Combined Annual Appropriation Ordinance in the Children's Advocacy Center Fund 0162, Children's Advocacy Center Department 0062 as follows:

0129 - 0062 - 0021 - 0801.0001	
Capital Improvements	\$50,000.00

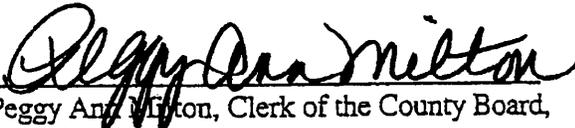
(2)

3. That the County Clerk shall provide a Certified Copy of this Ordinance to the Director of the Children's Advocacy Center, County Treasurer, County Auditor, and County Administrator.

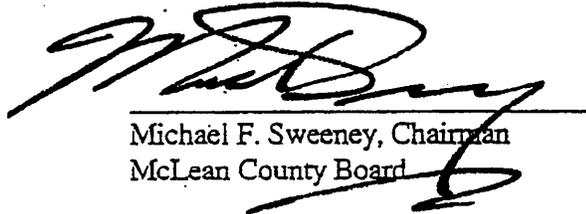
ADOPTED by the McLean County Board this 20th day of March, 2001

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman  
McLean County Board

Members Sommer/Renner moved the County Board approve an Emergency Appropriation Ordinance to Fund Leasehold Improvements for Office Space - 200 West Front Street Building - Children's Advocacy Center. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Chairman Sommer stated the General Report is located on pages 169-182.

**TRANSPORTATION COMMITTEE:**

Chairman Bass stated the General Report is located on pages 183-189 and there are no Items for Action. He also noted that Towanda Barnes Road will be started this spring.

**COUNTY ADMINISTRATOR'S REPORT:**

Mr. Zeunik stated April 17, 2001 would be Student Government Day. He said that nearly every Junior High in McLean County is participating. Mr. Zeunik said more than half of the Elected Officials and County Department Heads will be participating with the students that morning and encouraged the Board Members to do the same.

**OTHER BUSINESS AND COMMUNICATION:**

Member Segobiano asked for clarification regarding Gretchen Knapp's second request. Member Sorensen clarified the intent of his Motion was to refer this request to the Executive Committee. Member Sorensen also said he hoped the Administrator's Office would be prepared by the April Executive Committee meeting to have the petition on hand to look at. Member Segobiano asked if there was a time constraint. Member Sorensen stated he was open to pushing this to the Executive Committee to act on in April.

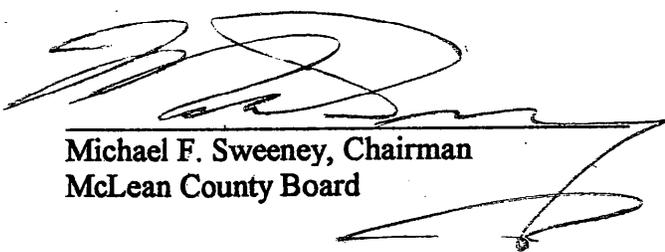
The McLean County Auditor presents the following and recommends same for payment:

**MCLEAN COUNTY BOARD COMPOSITE**

March 20, 2001

2001 Budget Expenditures

<b>COMMITTEE</b>	<b>PENDING EXPENDITURES</b>	<b>PRE-PAID EXPENDITURES</b>	<b>TOTAL EXPENDITURES</b>
Executive		\$215,730.92	\$215,730.92
Finance		\$563,781.55	\$563,781.55
Human Services		\$372,150.53	\$372,150.53
Justice	\$1,021.75	\$1,356,109.66	\$1,357,131.41
Land Use		\$10,988.45	\$10,988.45
Property		\$160,293.41	\$160,293.41
Transportation		\$192,126.16	\$192,126.16
Health Board		\$355,477.93	\$355,477.93
T.B. Clinic		\$20,155.96	\$20,155.96
Disability Board		\$42,648.60	\$42,648.60
<b>Total</b>	<b>\$1,021.75</b>	<b>\$3,289,463.17</b>	<b>\$3,290,484.92</b>



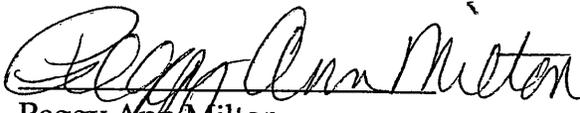
Michael F. Sweeney, Chairman  
McLean County Board

Members Gordon/Renner moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sweeney to sign them. Clerk Milton shows all Members voting in favor of the Motion. Motion carried.

Members Bostic/Gordon moved for adjournment until Tuesday, April 17, 2001 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:48 a.m.

\_\_\_\_\_  
Michael Sweeney  
County Board Chairman

  
Peggy Ann Milton  
County Board Clerk

STATE OF ILLINOIS     )  
  )  
COUNTY OF McLEAN    )

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 20th day of March, 2001, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 5th day of April, 2001.

  
Peggy Ann Milton, McLean County Clerk