

Proceedings
of the
County Board
of
McLean County,
Illinois

April 19, 2005

*Subject to approval at
May 17, 2005
County Board Meeting*



Table of Contents

	Page(s)
Meeting Minutes Begin (April 19, 2005)	1
Consent Agenda	2-149
Highway Department.....	7-24
Building and Zoning	25-34
Transfer Ordinances	35
Finance Committee.....	36-131
Property Committee.....	132-134
Reappointments.....	135-148
Appointments.....	149
Executive Committee	150-248
Intergovernmental Agreement – Bloomington, Normal, McLean Co., ETSB.....	150-246
Contract – Verizon – Information Service.....	247-248
Land Use and Development Committee	248
Finance Committee	249-307
Ordinances – Amend FY 2005 Budget – Health Department Funds 0103 and 0107	249-253
Resolution – Transfer Monies from Fund 0001 to Fund 0151 – Auditor	254
Collective Bargaining Agreement – AFSCME Local 537	255-307
Transportation Committee	307
Property Committee	308-309
Emergency Appropriation Ordinance – FY 2005 Budget – Government Center	308-309
Justice Committee	310-345
Contracts – Special Public Defenders – Terry W. Dodds and Todd Roseberry	310-319
Intergovernmental Agreement – IL Dept. of Public Aid – State’s Attorney’s Office	320-345
Report of the County Administrator	346
Other Business and Communication	346
Approval of Bills	347
Adjournment	348

April 19, 2005

The McLean County Board met on Tuesday, April 19, 2005 at 9:04 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

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

The following Members answered to roll call:

Members Don Cavallini, Rick Dean, George Gordon, Ann Harding, Stan Hoselton, Duane Moss, Robert Nuckolls, Sonny O'Connor, Benjamin Owens, Bette Rackauskas, Tari Renner, Paul Segobiano, David Selzer, Matt Sorensen, Cathy Ahart, Terry Baggett, Sue Berglund, Diane Bostic, and Michael Sweeney.

The following Member was absent:

Member Duffy Bass*

*Late

Consent Agenda:

Chairman Sweeney asked if there were any items to be removed. No requests were made at this time.

The Consent Agenda read as follows:

1. Consent Agenda:
 - A. Approval of the Proceedings of the County Board, March 15, 2005
 - B. County Highway Department – Jack Mitchell, County Engineer
 - 1) Request Approval of Letting Results from March 23, 2005 and March 24, 2005 for County and Township Projects – County and Road District Motor Fuel Tax Projects
 - 2) Request Approval of Bridge Engineering Agreement and Petitions – 205 Empire/Dawson Joint Culvert, North Line of Sec. 4, T 22 N. R 4 E
 - C. Building and Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - a) Approve the application of Jamie and Suzanne Schwoerer in case SU-05-04. They are requesting a special use to allow a single family residence in the Agriculture District for the daughter of a farm owner on property which is located in Dry Grove Township immediately south of Old Peoria Court Road and approximately ½ mile west of Mitsubishi Motorway.
 - b) Approve the application of Eric and Emily Jenkins in case SU-05-05. They are requesting a special use to allow a single family residence in the Agriculture District for the daughter of a farm owner on property which is located in Lexington Township immediately north of 2100 North Road and approximately ½ mile east of 2700 East Road
 - c) Approve the application of Andy Reeser in case SU-05-06. He is requesting a special use to allow a single family residence in the Agriculture District for the son of a farm owner on property which is located in Randolph Township immediately south of 775 North Road and approximately ¼ mile east of 1675 East Road.

- 2) Subdivision Cases:
 - a) Request by K F Farms for approval of a preliminary plan for the Whitetail South Subdivision which includes 52 residential lots, one lot for an existing cellular tower and three outlots on property located in Randolph Township immediately southwest of the intersection of 525 North Road (Country Oaks Road) and 1475 East Road (Old US Route 51), File No. S-04-15
 - b) Request by Don and Carole Owen for approval of a waiver of preliminary plan requirements and a one lot final subdivision plat for the L & F Circle Subdivision on property located in Dry Grove Township immediately south of Old Peoria Road and approximately 1/2 mile west of Mitsubishi Motorway, File No. S-05-04

D. Transfer Ordinances

E. Other Resolutions, Contracts, Leases, Agreements, Motions

1) Finance Committee

- a) Request Approval of the Revised McLean County Personnel Policies and Procedures Ordinance and the McLean County Employee Handbook – County Administrator

2) Property Committee

- a) Request Approval of Lease Agreement between County of McLean and Cross Implement to Lease a Tractor – Parks and Recreation

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

1) REAPPOINTMENTS:

Bellflower Fire Protection District

Mr. Mark Paulin
36330 East 300 North Rd.
Bellflower, IL 61724
(three-year term expiring April 30, 2008)

Bloomington-Normal Water Reclamation District

Mr. H. Donald Merritt Jr.
613 Normal Avenue
Normal, IL 61761
(three-year term expiring the first Monday in May, 2008)

Bloomington Township Public Water District

Mr. William Friedrich
16748 E. 825 North Road
Bloomington, IL 61704
(five-year term expiring the first Monday in May 2010)

Chenoa Fire Protection District

Mr. Richard Piercy
503 Spruce Street
Chenoa, IL 61726
(three-year term expiring April 30, 2008)

Clearview Sanitary District

Mr. Gerald Pickett
3021 Robert Street
Bloomington, IL 61704
(three-year term expiring First Monday in May, 2008)

Danvers Fire Protection District

Mr. Greg Yoder
8292 East 1650 North
Danvers, IL 61732
(three-year term expiring April 30, 2008)

Downs Fire Protection District

Mr. Charles West
108 E. Garfield
P.O. Box 166
Downs, IL 61736
(three-year term expiring April 30, 2008)

Gridley Fire Protection District

Mr. David Roth
10940 North 300 East Road
Gridley, IL 61744
(corrected--three-year term beginning 2004 and
expiring April 30, 2007)

Hudson Fire Protection District

Mr. Charles Engel
15748 E. 2500 North Rd.
Hudson, IL 61748
(three-year term expiring April 30, 2008)

Mt. Hope-Funks Grove Fire Protection District

Mr. J. Michael Strubhar
4340 East 600 North Road
McLean, IL 61754
(three-year term expiring April 30, 2008)

Octavia Fire Protection District

Mr. Lee Klintworth
309 2nd
P.O. Box 94
Anchor, IL 61720
(Three-year term expiring April 30, 2008)

Randolph Fire Protection District

Mr. Joe Necessary
16186 E. 450 North Road
Heyworth, IL 61745
(three-year term expiring April 30, 2008)

Saybrook-Arrowsmith Fire Protection District

Mr. Bruce E. Butler
33398 E. 1000 North Road
Saybrook, IL 61770
(three-year term expiring April 30, 2008)

Towanda Fire Protection District

Mr. Phil Richard
20341 E. 1900 N. Rd.
Towanda, IL 61776
(three-year term expiring April 30, 2008)

2) APPOINTMENTS:

Lexington Fire Protection District

Mr. Mark Leake
705 S. Wall
Lexington, IL 61753
(three-year term expiring April 30, 2008 and replacing
Mr. Darrell Luster)

3) RESIGNATIONS

Ellsworth Fire Protection District

Mr. Mike Beal
26152 E. 1300 North Rd.
Ellsworth, IL 61737

Lexington Fire Protection District

Mr. Darrell D. Luster
307 North Pine
Lexington, IL 61753

Bloomington Township Public Water District

Mr. Bill Edwards
15577 Crestwick
Bloomington, IL 61704

Gridley Fire Protection District

Mr. Loren T. Hany
212 West First Street
Gridley, IL 61744

G. Approval of Resolutions of Congratulations and Commendation

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 April 5, 2005, for a letting held on March 23, 2005 for McLean County and twelve (12) Road District 2005 MFT Maintenance Sections, and,

WHEREAS, the Transportation Committee duly approved the bids on April 5, 2005, now, therefore,

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

2005 MFT MAINTENANCE SECTIONS:

McLean County Asphalt Co., Inc., Bloomington, Illinois, was the successful bidder on the following sections:

McLean County	Sec. 05-00000-00-GM.....GR 10.....@	\$43,500.00
Allin Road District.....	Sec. 05-01000-00-GM.....GR 10.....@	\$7,500.00
Danvers Road District	Sec. 05-12000-00-GM.....GR 10.....@	\$14,400.00
Dry Grove Road District.....	Sec. 05-15000-00-GM.....GR 10.....@	\$5,040.00
Downs Road District.....	Sec. 05-14000-00-GM.....GR 10.....@	\$7,400.00
Funk's Grove Road District.....	Sec. 05-17000-00-GM.....GR 10.....@	\$7,300.00
Mount Hope Road District	Sec. 05-24000-00-GM.....GR 10.....@	\$11,250.00
Normal Road District	Sec. 05-25000-00-GM.....GR 10.....@	\$5,840.00
Randolph Road District.....	Sec. 05-27000-00-GM.....GR 10.....@	\$8,250.00
West Road District	Sec. 05-29000-00-GM.....GR 10.....@	\$9,975.00

H. J. Eppel, Pontiac, Illinois, was the successful bidder on the following section:

Martin Road District	Sec. 05-22000-00-GM.....GR 10.....@	\$8,000.00
----------------------------	-------------------------------------	------------

Towanda Co., Towanda, Illinois, was the successful bidder on the following section:

Dawson Road District	Sec. 05-13000-00-GM.....GR 14.....@	\$15,000.00
----------------------------	-------------------------------------	-------------

Danvers Road District Sec. 05-12000-00-GMGR 4

The successful bidders on the above section were:

Rowe Construction Co., Bloomington, Illinois (Timberline).....	@	\$10,500.00
Valley View Industries, Cornell, Illinois (Fairbury).....	@	\$8,400.00
Stark Materials, Bloomington, Illinois (Stringtown).....	@	\$11,620.00
Prairie Materials, Pontiac, Illinois (Eppards Point).....	@	\$8,400.00

Downs Road District..... Sec. 05-14000-00-GMGR 4

The successful bidders on the above section were:

Rowe Construction Co., Bloomington, Illinois (Downs)	@	\$38,750.00
Valley View Industries, Cornell, Illinois (Fairbury).....	@	\$30,000.00
Stark Materials, Bloomington, Illinois (Rettick)	@	\$40,000.00
Prairie Materials, Pontiac, Illinois (Eppards Point).....	@	\$30,000.00

Empire Road District.....Sec. 05-16000-00-GMGR 4A

The successful bidder on the above section was:

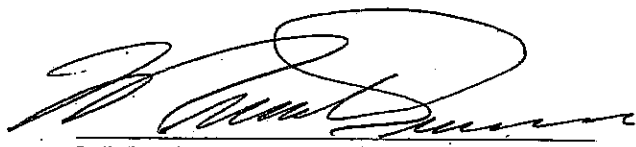
Rowe Construction Co., Bloomington, Illinois (Downs)@ \$15,000.00

2005 MFT CONSTRUCTION SECTIONS:

Stark Materials, Inc., Bloomington, Illinois was the successful bidder on the following sections:

McLean CountySec. 04-00027-04-BR.....@ \$479,128.10

McLean CountySec. 04-00044-09-BR.....@ \$199,933.00



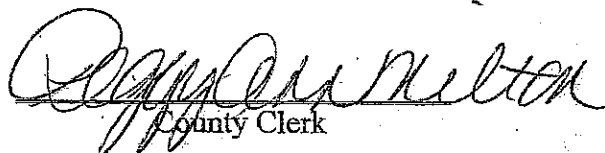
Michael F. Sweeney, Chairman (date)

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 April 19, 2005.

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 19th day of April A.D., 2005.

[SEAL}


County Clerk

McLEAN COUNTY HIGHWAY DEPARTMENT
MARCH 23, 2005

McLEAN COUNTY SEC. 05-00000-00-GM GR 10	ENGINEERS ESTIMATE TOTAL	ROWE	McLEAN Co ASPHALT BID BOND	HJ EPPEL
ITEM Incidental Bit Surf	QUANTITY UNIT 600 Ton	UNIT PRICE \$72.00	UNIT PRICE \$71.00	UNIT PRICE \$0.00
BIT Mat's (Prime Coat)	300 Gal	\$3.00	\$3.00	\$0.00
	\$44,100.00		\$43,500.00	\$0.00
				-100.00%
				-1.35%

ALLIN RD SEC. 05-01000-00-GM GR 10	ENGINEERS ESTIMATE TOTAL	ROWE	McLEAN Co ASPHALT BID BOND
ITEM Incidental Bit Surf	QUANTITY UNIT 100 Ton	UNIT PRICE \$75.00	UNIT PRICE \$75.00
	\$7,500.00		\$7,500.00
			0.00%
			-100.00%

DANVERS RD SEC. 05-12000-00-GM GR 10	ENGINEERS ESTIMATE TOTAL	ROWE	McLEAN Co ASPHALT BID BOND
ITEM Incidental Bit Surf	QUANTITY UNIT 200 Ton	UNIT PRICE \$75.00	UNIT PRICE \$72.00
	\$15,000.00		\$14,400.00
			-4.00%
			-100.00%

DRY GROVE RD SEC. 05-15000-00-GM GR 10	ENGINEERS ESTIMATE TOTAL	ROWE	McLEAN Co ASPHALT BID BOND
ITEM Incidental Bit Surf	QUANTITY UNIT 70 Ton	UNIT PRICE \$72.00	UNIT PRICE \$72.00
	\$5,040.00		\$5,040.00
			0.00%
			-100.00%

DOWNS RD SEC. 05-14000-00-GM GR 10	ENGINEERS ESTIMATE TOTAL	ROWE	McLEAN Co ASPHALT BID BOND
ITEM Incidental Bit Surf	QUANTITY UNIT 100 Ton	UNIT PRICE \$75.00	UNIT PRICE \$74.00
	\$7,500.00		\$7,400.00
			-1.33%
			-100.00%

McLEAN COUNTY HIGHWAY DEPARTMENT
MARCH 23, 2005

FUNKS GROVE RD
SEC. 05-17000-00-GM GR 10

DELIVERY	ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE UNIT PRICE	ROWE TOTAL	McLEAN Co ASPHALT BID BOND	McLEAN Co ASPHALT UNIT PRICE	McLEAN Co ASPHALT TOTAL
On Road	Incidental Bit Surf	100	Ton	\$75.00	\$7,500.00		\$0.00	\$73.00	\$7,300.00	\$7,300.00
					\$7,500.00		\$0.00		\$7,300.00	\$7,300.00
							-100.00%			-2.67%

MARTIN RD
SEC. 05-22000-00-GM GR 10

DELIVERY	ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE UNIT PRICE	ROWE TOTAL	McLEAN Co ASPHALT BID BOND	McLEAN Co ASPHALT UNIT PRICE	McLEAN Co ASPHALT TOTAL
On Road	Incidental Bit Surf	100	Ton	\$90.00	\$9,000.00		\$0.00	\$83.00	\$8,300.00	\$8,300.00
					\$9,000.00		\$0.00		\$8,300.00	\$8,300.00
							-100.00%			-7.78%

MOUNT HOPE RD
SEC. 05-24000-00-GM GR 10

DELIVERY	ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE UNIT PRICE	ROWE TOTAL	McLEAN Co ASPHALT BID BOND	McLEAN Co ASPHALT UNIT PRICE	McLEAN Co ASPHALT TOTAL
On Road	Incidental Bit Surf	150	Ton	\$80.00	\$12,000.00		\$0.00	\$75.00	\$11,250.00	\$11,250.00
					\$12,000.00		\$0.00		\$11,250.00	\$11,250.00
							-100.00%			-6.25%

NORMAL RD
SEC. 05-25000-00-GM GR 10

DELIVERY	ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE UNIT PRICE	ROWE TOTAL	McLEAN Co ASPHALT BID BOND	McLEAN Co ASPHALT UNIT PRICE	McLEAN Co ASPHALT TOTAL
On Road	Incidental Bit Surf	80	Ton	\$75.00	\$6,000.00		\$0.00	\$73.00	\$5,840.00	\$5,840.00
					\$6,000.00		\$0.00		\$5,840.00	\$5,840.00
							-100.00%			-2.67%

RANDOLPH RD
SEC. 05-27000-00-GM GR 10

DELIVERY	ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE UNIT PRICE	ROWE TOTAL	McLEAN Co ASPHALT BID BOND	McLEAN Co ASPHALT UNIT PRICE	McLEAN Co ASPHALT TOTAL
On Road	Incidental Bit Surf	110	Ton	\$77.00	\$8,470.00		\$0.00	\$75.00	\$8,250.00	\$8,250.00
					\$8,470.00		\$0.00		\$8,250.00	\$8,250.00
							-100.00%			-2.60%

McLEAN COUNTY HIGHWAY DEPARTMENT
MARCH 23, 2005

	OTTO BAUM			SANGAMO			HJ EPPLE			BLOCK HEAVY HWY			
	UNIT PRICE	TOTAL	BID BOND	UNIT PRICE	TOTAL	BID BOND	UNIT PRICE	TOTAL	BID BOND	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Earth Excavation	\$35.00	\$5,775.00	\$15.96	\$2,633.40	\$13.50	\$2,227.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Channel Excavation	\$16.00	\$6,800.00	\$15.96	\$7,208.00	\$6.50	\$3,612.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Furnished Excavation	\$16.00	\$4,960.00	\$21.57	\$6,686.70	\$15.00	\$4,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Porous Granular Embankment	\$33.00	\$3,300.00	\$40.55	\$4,055.00	\$21.00	\$2,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Seeding Class 2 Special	\$7,200.00	\$2,880.00	\$7,404.83	\$2,961.93	\$6,950.00	\$2,780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0.4 Acre	\$150.00	\$750.00	\$104.66	\$523.30	\$75.00	\$375.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Temporary Ditch Checks	\$2.75	\$1,553.75	\$4.91	\$2,774.15	\$2.25	\$1,271.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Perimeter Erosion Barrier	\$37.00	\$95,150.00	\$42.46	\$40,337.00	\$34.00	\$32,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Riprap Special	\$22.00	\$550.00	\$51.17	\$1,279.25	\$20.50	\$512.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Agg Base Course Ty B	\$9.80	\$882.00	\$10.06	\$905.40	\$3.70	\$279.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bit Materials (Prime Coat)	\$22.00	\$5,214.00	\$13.53	\$3,206.61	\$6.60	\$1,564.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bit Surf Remove-Butt Joint	\$175.00	\$37,450.00	\$226.66	\$48,505.24	\$198.00	\$42,372.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bridge Approach Pavement	\$95.00	\$2,537.00	\$266.74	\$11,469.82	\$62.00	\$2,666.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bridge App Pav Conn (Flexible)	\$9.00	\$2,637.00	\$19.17	\$5,616.81	\$8.25	\$2,417.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pavement Removal	\$2.50	\$1,812.50	\$3.63	\$2,631.75	\$2.30	\$1,667.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ship Reflect Crack Cont Treatment	\$25.00	\$7,540.00	\$35.20	\$9,152.00	\$24.00	\$6,240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Agg Shoulders Ty B	\$65,200.00	\$65,200.00	\$27,759.59	\$27,759.59	\$12,750.00	\$12,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Removal Of Exist Structures	\$1,175.00	\$42,065.00	\$784.48	\$28,084.38	\$650.00	\$23,270.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Concrete Super Structures	\$675.00	\$161,350.00	\$1,083.87	\$199,865.63	\$810.00	\$149,364.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bridge Deck Grooving	\$7.50	\$3,300.00	\$5.99	\$2,635.60	\$5.20	\$2,288.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Protective Coat	\$0.50	\$327.00	\$2.39	\$1,563.06	\$2.25	\$1,471.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Re Bars Epoxy Coated	\$1.00	\$54,270.00	\$1.16	\$62,953.20	\$1.25	\$67,837.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Steel Bridge Rail Ty SM	\$112.00	\$28,336.00	\$111.77	\$28,277.81	\$105.00	\$26,595.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Driving Conc Piles	\$26.00	\$32,630.00	\$60.16	\$75,500.80	\$46.00	\$57,730.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Test Pile Concrete	\$4,225.00	\$8,450.00	\$4,212.93	\$8,425.86	\$2,700.00	\$5,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Name Plates	\$250.00	\$250.00	\$333.93	\$333.93	\$340.00	\$340.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
P Cyl CID Ty 1 18" (PGCSCP)	\$48.00	\$3,648.00	\$39.49	\$3,001.24	\$34.00	\$2,584.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Steel Plate Beam Guardrail Ty A	\$18.00	\$8,550.00	\$17.88	\$8,493.00	\$16.80	\$7,980.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Traff Barr Term Ty 5A	\$775.00	\$3,100.00	\$782.40	\$3,129.60	\$735.00	\$2,940.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Traff Barr Term Ty 1	\$1,350.00	\$5,400.00	\$1,341.25	\$5,365.00	\$1,260.00	\$5,040.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Guardrail Removal and Salvage	\$4.00	\$2,680.00	\$3.91	\$2,521.95	\$6.00	\$3,870.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Paint Pav Marking Line 4"	\$1.00	\$1,790.00	\$0.84	\$1,503.60	\$0.50	\$895.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Guardrail Markers	\$8.50	\$119.00	\$6.94	\$125.16	\$8.25	\$115.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Terminal Marker-Direct Applied	\$32.00	\$128.00	\$33.53	\$134.12	\$32.00	\$128.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bit Conc Base Cse Wide Super 8"	\$58.00	\$9,280.00	\$57.28	\$9,164.80	\$35.00	\$5,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bit Conc Bind Cse Super IL-19.0 N50	\$90.00	\$17,550.00	\$89.42	\$17,436.90	\$65.00	\$12,675.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bit Conc Surf Cse Super Mix C N50	\$90.00	\$9,900.00	\$89.42	\$9,836.20	\$69.00	\$7,590.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bar Splicers	\$15.00	\$930.00	\$26.84	\$1,664.08	\$16.00	\$992.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$579,069.75		\$647,734.42		\$504,773.95							
		11.57%		24.80%		-2.74%							
													-100.00%

**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 April 5, 2005, for a letting held on March 24, 2005 for McLean County and twenty-seven (27) Road District 2005 MFT Maintenance Sections, and,

WHEREAS, the Transportation Committee duly approved the bids on April 5, 2005, now, therefore,

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

2005 MFT MAINTENANCE SECTIONS:

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

McLean County	Sec. 05-00000-00-GM.....GR 2.....@	\$281,477.50
Anchor Road District	Sec. 05-02000-00-GM.....GR 2A.....@	\$51,752.40
Arrowsmith Road District	Sec. 05-03000-00-GM.....GR 2A.....@	\$28,608.79
Bellflower Road District	Sec. 05-04000-00-GM.....GR 1A.....@	\$2,897.55
Bellflower Road District.....	Sec. 05-05000-00-GM.....GR 2A.....@	\$39,699.00
Blue Mound Road District	Sec. 05-07000-00-GM.....GR 2.....@	\$58,025.00
Cheneys Grove Road District	Sec. 05-08000-00-GM.....GR 2.....@	\$79,520.00
Cropsey Road District.....	Sec. 05-10000-00-GM.....GR 2.....@	\$23,136.00
Dale Road District	Sec. 05-11000-00-GM.....GR 2A.....@	\$48,929.06
Danvers Road District	Sec. 05-12000-00-GM.....GR 2.....@	\$56,925.00
Dawson Road District.....	Sec. 05-13000-00-GM.....GR 2A.....@	\$39,786.49
Dry Grove Road District.....	Sec. 05-15000-00-GM.....GR 2.....@	\$94,362.50
Martin Road District	Sec. 05-22000-00-GM.....GR 2A.....@	\$23,760.15
Old Town Road District	Sec. 05-26000-00-GM.....GR 2.....@	\$46,180.00
West Road District	Sec. 05-29000-00-GM.....GR 2A.....@	\$23,545.05
Yates Road District	Sec. 05-31000-00-GM.....GR 2.....@	\$63,350.00

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

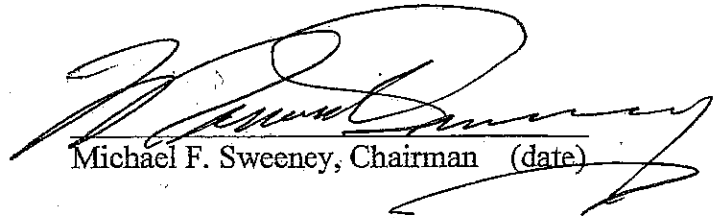
Empire Road District	Sec. 05-16000-00-GM.....GR 17.....@	\$15,726.00
Lawndale Road District	Sec. 05-20000-00-GM.....GR 17.....@	\$41,250.00

Steffens 3-D Construction, Inc., ElPaso, IL was the successful bidder on the following sections:

Chenoa Road District	Sec. 05-09000-00-GM.....GR 2.....@	\$31,287.50
Gridley Road District	Sec. 05-18000-00-GM.....GR 1A.....@	\$27,594.00
Gridley Road District.....	Sec. 05-18000-00-GM.....GR 2A.....@	\$29,816.22
Hudson Road District.....	Sec. 05-19000-00-GM.....GR 2A.....@	\$51,568.61
Money Creek Road District	Sec. 05-23000-00-GM.....GR 2A.....@	\$24,675.00
Normal Road District.....	Sec. 05-25000-00-GM.....GR 2A.....@	\$21,936.00
White Oak Road District	Sec. 05-30000-00-GM.....GR 2.....@	\$19,862.50

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

Allin Road District	Sec. 05-01000-00-GM.....	GR 1A	@	\$18,875.00
Allin Road District.....	Sec. 05-01000-00-GM.....	GR 2A	@	\$14,681.00
Downs Road District.....	Sec. 05-14000-00-GM.....	GR 2	@	\$24,204.50
Funk's Grove Road District.....	Sec. 05-17000-00-GM.....	GR 2	@	\$59,803.00
Mount Hope Road District.....	Sec. 05-24000-00-GM.....	GR 2	@	\$45,621.00
Randolph Road District.....	Sec. 05-27000-00-GM.....	GR 2	@	\$60,190.00



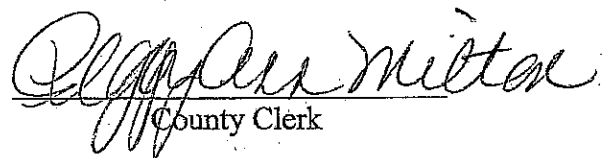
Michael F. Sweeney, Chairman (date)

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 April 19, 2005.

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 19th day of April A.D., 2005.

[SEAL}



County Clerk

McLEAN COUNTY HIGHWAY DEPARTMENT
MARCH 24, 2005

ITEM	DELIVERY	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE		ROWE BID BOND		BENIACH BID BOND		STEFFENS 3-D		
					TOTAL	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
SEC. 05-00000-00-GM GR 2													
Bit Mat's CRS-2	On Road	117,000	Gal	\$1.05	\$122,850.00	\$1.07	\$125,190.00	\$1.05	\$122,850.00	\$1.30	\$153,900.00	\$0.00	\$0.00
Bit Mat's HFP	On Road	55,000	Gal	\$1.20	\$66,000.00	\$1.22	\$67,100.00	\$1.30	\$71,500.00	\$0.00	\$0.00	\$0.00	\$0.00
Cover Coat Agg CA-14	Furn & Spread	1,325	Ton	\$22.00	\$29,150.00	\$27.85	\$36,636.25	\$25.50	\$33,787.50	\$0.00	\$0.00	\$0.00	\$0.00
Cover Coat Agg CA-14	Load & Spread	177,000	Sq Yd	\$0.18	\$31,860.00	\$0.18	\$31,860.00	\$0.17	\$30,090.00	\$0.00	\$0.00	\$0.00	\$0.00
Seal Coat Agg CA-15/16	Load & Spread	155,000	Sq Yd	\$0.19	\$29,450.00	\$0.16	\$24,800.00	\$0.15	\$23,250.00	\$0.00	\$0.00	\$0.00	\$0.00
					\$264,700.00		\$285,566.25		\$281,477.50				
							7.89%		6.34%				

ITEM	DELIVERY	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE		ROWE BID BOND		BENIACH BID BOND		STEFFENS 3-D		
					TOTAL	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
SEC. 05-01000-00-GM GR 1A													
Bit Mat's PG 46-28	On Road	7,500	Gal	\$1.45	\$10,875.00	\$1.45	\$10,875.00	\$1.53	\$11,475.00	\$0.00	\$0.00	\$0.00	\$0.00
Patch Seal Coat Agg CA-15/16	Load & Spread	25,000	Sq Yd	\$0.30	\$7,500.00	\$0.32	\$8,000.00	\$0.31	\$7,750.00	\$0.00	\$0.00	\$0.00	\$0.00
					\$18,375.00		\$18,875.00		\$19,225.00				
							2.72%		4.63%				

ITEM	DELIVERY	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE		ROWE BID BOND		BENIACH BID BOND		STEFFENS 3-D		
					TOTAL	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
SEC. 05-01000-00-GM GR 2A													
Bit Mat's PG 46-28	On Road	7,100	Gal	\$1.25	\$8,875.00	\$1.30	\$9,230.00	\$1.30	\$9,230.00	\$0.00	\$0.00	\$0.00	\$0.00
Seal Coat Agg CA-15/16	Load & Spread	23,700	Sq Yd	\$0.22	\$5,214.00	\$0.23	\$5,451.00	\$0.25	\$5,925.00	\$0.00	\$0.00	\$0.00	\$0.00
					\$14,089.00		\$14,681.00		\$15,155.00				
							4.20%		7.57%				

ITEM	DELIVERY	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE		ROWE BID BOND		BENIACH BID BOND		STEFFENS 3-D		
					TOTAL	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
SEC. 05-02000-00-GM GR 2A													
Bit Mat's CRS-2	On Road	35,000	Gal	\$1.05	\$37,000.00	\$1.05	\$37,000.00	\$1.05	\$37,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Seal Coat Agg CA-15/16	Load & Spread	93,016	Sq Yd	\$0.16	\$14,882.56	\$0.16	\$14,882.56	\$0.15	\$13,952.40	\$0.00	\$0.00	\$0.00	\$0.00
					\$52,682.56		\$52,682.56		\$51,752.40				
							0.00%		-1.77%				

ITEM	DELIVERY	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE		ROWE BID BOND		BENIACH BID BOND		STEFFENS 3-D		
					TOTAL	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
SEC. 05-03000-00-GM GR 2A													
Bit Mat's PG 46-28	On Road	17,000	Gal	\$1.20	\$20,400.00	\$1.18	\$20,060.00	\$1.18	\$20,060.00	\$0.00	\$0.00	\$0.00	\$0.00
Cover Coat Agg CA-14	Load & Spread	50,287	Sq Yd	\$0.18	\$9,051.66	\$0.22	\$11,063.14	\$0.17	\$9,548.79	\$0.00	\$0.00	\$0.00	\$0.00
(Crushed Limestone Only)					\$29,451.66		\$31,123.14		\$29,608.79				
							5.66%		-2.86%				

McLEAN COUNTY HIGHWAY DEPARTMENT
MARCH 24, 2005

BELLFLOWER RD
 SEC. 05-04000-00-GM GR 1A

ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE BID BOND UNIT PRICE	ROWE BID BOND TOTAL	BENIACH BID BOND UNIT PRICE	BENIACH BID BOND TOTAL	STEFFENS 3-D UNIT PRICE	STEFFENS 3-D TOTAL
Bit Mat's PG 45-28	1,100	Gal	\$1.85	\$2,035.00	\$1.16	\$1,286.00	\$1.65	\$1,815.00	\$0.00	\$0.00
Patch Seal Coat Agg CA-15/16	3,093	Sq Yd	\$0.28	\$866.04	\$0.25	\$773.25	\$0.35	\$1,082.55	\$0.00	\$0.00
				\$2,901.04	\$2,071.25	\$2,897.55		\$2,897.55		\$0.00
					-28.80%	-0.12%		-0.12%		-100.00%

withdrew bid, cash bid check

BELLFLOWER RD
 SEC. 05-04000-00-GM GR 2A

ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE BID BOND UNIT PRICE	ROWE BID BOND TOTAL	BENIACH BID BOND UNIT PRICE	BENIACH BID BOND TOTAL	STEFFENS 3-D UNIT PRICE	STEFFENS 3-D TOTAL
Bit Mat's CRS-2	27,800	Gal	\$1.20	\$33,360.00	\$1.07	\$29,425.00	\$1.05	\$28,875.00	\$0.00	\$0.00
Seal Coat Agg CA-15/16	72,160	Sq Yd	\$0.16	\$11,545.60	\$0.16	\$11,545.60	\$0.15	\$10,824.00	\$0.00	\$0.00
				\$44,905.60	\$40,970.60	\$39,699.00		\$39,699.00		\$0.00
					-8.03%	-10.88%		-10.88%		-100.00%

BLUE MOUND RD
 SEC. 05-07000-00-GM GR 2

ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE BID BOND UNIT PRICE	ROWE BID BOND TOTAL	BENIACH BID BOND UNIT PRICE	BENIACH BID BOND TOTAL	STEFFENS 3-D UNIT PRICE	STEFFENS 3-D TOTAL
Bit Mat's CRS-2	27,500	Gal	\$1.05	\$28,875.00	\$1.19	\$32,725.00	\$1.05	\$28,875.00	\$0.00	\$0.00
Cover Coat Agg CA-14 (Gravel Only)	1,100	Ton	\$25.00	\$27,500.00	\$23.94	\$26,334.00	\$26.50	\$29,150.00	\$0.00	\$0.00
				\$56,375.00	\$59,059.00	\$58,025.00		\$58,025.00		\$0.00
					4.76%	2.93%		2.93%		-100.00%

CHENEYS GROVE RD
 SEC. 05-08000-00-GM GR 2

ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE BID BOND UNIT PRICE	ROWE BID BOND TOTAL	BENIACH BID BOND UNIT PRICE	BENIACH BID BOND TOTAL	STEFFENS 3-D UNIT PRICE	STEFFENS 3-D TOTAL
Bit Mat's CRS-2	39,000	Gal	\$1.05	\$40,950.00	\$1.10	\$42,900.00	\$1.05	\$40,950.00	\$0.00	\$0.00
Seal Coat Agg CA-15/16 (Crushed Limestone Only)	1,450	Ton	\$25.00	\$36,250.00	\$25.60	\$37,120.00	\$26.60	\$38,570.00	\$0.00	\$0.00
				\$77,200.00	\$80,020.00	\$79,520.00		\$79,520.00		\$0.00
					3.65%	3.01%		3.01%		-100.00%

CHENOVA RD
 SEC. 05-09000-00-GM GR 2

ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE BID BOND UNIT PRICE	ROWE BID BOND TOTAL	BENIACH BID BOND UNIT PRICE	BENIACH BID BOND TOTAL	STEFFENS 3-D UNIT PRICE	STEFFENS 3-D TOTAL
Bit Mat's PG-46-28	16,000	Gal	\$1.20	\$19,200.00	\$1.14	\$18,240.00	\$1.18	\$18,880.00	\$1.45	\$18,320.00
Seal Coat Agg CA-15/16	650	Ton	\$16.50	\$10,725.00	\$22.11	\$14,371.50	\$19.75	\$12,837.50	\$19.95	\$12,967.50
				\$29,925.00	\$32,611.50	\$31,717.50		\$31,717.50		\$31,287.50
					8.98%	5.99%		5.99%		4.55%

CROPSY RD
 SEC. 05-10000-00-GM GR 2

ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE BID BOND UNIT PRICE	ROWE BID BOND TOTAL	BENIACH BID BOND UNIT PRICE	BENIACH BID BOND TOTAL	STEFFENS 3-D UNIT PRICE	STEFFENS 3-D TOTAL
Bit Mat's CRS-2	16,000	Gal	\$1.05	\$16,800.00	\$1.05	\$16,800.00	\$1.05	\$16,800.00	\$0.00	\$0.00
Seal Coat Agg CA-15/16 (Crushed Limestone Only)	42,240	Sq Yd	\$0.16	\$6,758.40	\$0.17	\$7,180.80	\$0.15	\$6,336.00	\$0.00	\$0.00
				\$23,558.40	\$24,146.80	\$23,136.00		\$23,136.00		\$0.00
					2.47%	-1.79%		-1.79%		-100.00%

McLEAN COUNTY HIGHWAY DEPARTMENT
MARCH 24, 2005

DALE RD
SEC. 05-11000-00-GM GR 2A

ITEM	QUANTITY	UNIT	DELIVERY	UNIT PRICE	ESTIMATE	ENGINEERS	ROWE	BEMACH	STEFFENS 3-D
BR Mat's CRS-2	34,000	Gal	On Road	\$1.05	\$35,700.00	TOTAL	BID BOND	BID BOND	UNIT PRICE
Cover Coat Agg CA-14	77,818	Sq Yd	Load & Spread	\$0.18	\$14,007.24	TOTAL	UNIT PRICE	UNIT PRICE	TOTAL
					\$49,707.24		\$0.17	\$0.17	\$0.00
									\$0.00
									\$0.00
									-100.00%
									-1.57%

DANVERS RD
SEC. 05-12000-00-GM GR 2

ITEM	QUANTITY	UNIT	DELIVERY	UNIT PRICE	ESTIMATE	ENGINEERS	ROWE	BEMACH	STEFFENS 3-D
BR Mat's CRS-2	27,500	Gal	On Road	\$1.15	\$31,625.00	TOTAL	BID BOND	BID BOND	UNIT PRICE
Seal Coat Agg CA-15/16	1,100	Ton	On Road	\$22.85	\$25,135.00	TOTAL	UNIT PRICE	UNIT PRICE	TOTAL
					\$56,760.00		\$25.21	\$25.50	\$29,562.50
									\$28,490.00
									\$55,052.50
									2.28%
									0.29%

DAWSON RD
SEC. 05-13000-00-GM GR 2A

ITEM	QUANTITY	UNIT	DELIVERY	UNIT PRICE	ESTIMATE	ENGINEERS	ROWE	BEMACH	STEFFENS 3-D
BR Mat's CRS-2	28,000	Gal	On Road	\$1.05	\$29,400.00	TOTAL	BID BOND	BID BOND	UNIT PRICE
Cover Coat Agg CA-14	61,087	Sq Yd	Load & Spread	\$0.15	\$9,164.55	TOTAL	UNIT PRICE	UNIT PRICE	TOTAL
(Crushed Limestone Only)					\$38,564.55		\$0.17	\$0.17	\$0.00
									\$0.00
									\$0.00
									-100.00%
									3.17%

DOWNES RD
SEC. 06-14000-00-GM GR 2

ITEM	QUANTITY	UNIT	DELIVERY	UNIT PRICE	ESTIMATE	ENGINEERS	ROWE	BEMACH	STEFFENS 3-D
BR Mat's PG 46-28	8,000	Gal	On Road	\$1.20	\$9,600.00	TOTAL	BID BOND	BID BOND	UNIT PRICE
Cover Coat Agg CA-14	250	Ton	Furn & Spread	\$26.00	\$6,500.00	TOTAL	UNIT PRICE	UNIT PRICE	TOTAL
Seal Coat Agg CA-15/16	100	Ton	Furn & Spread	\$25.00	\$2,500.00	TOTAL	UNIT PRICE	UNIT PRICE	TOTAL
BR Mat's Prime MC-30	3,500	Gal	On Road	\$2.50	\$8,750.00	TOTAL	UNIT PRICE	UNIT PRICE	TOTAL
					\$27,350.00		\$1.31	\$1.35	\$0.00
							\$18.91	\$26.50	\$0.00
							\$21.32	\$25.50	\$0.00
							\$1.09	\$1.90	\$0.00
									\$0.00
									\$0.00
									-100.00%
									-2.85%

DRY GROVE RD
SEC. 05-15000-00-GM GR 2

ITEM	QUANTITY	UNIT	DELIVERY	UNIT PRICE	ESTIMATE	ENGINEERS	ROWE	BEMACH	STEFFENS 3-D
BR Mat's CRS-2	45,000	Gal	On Road	\$1.05	\$47,250.00	TOTAL	BID BOND	BID BOND	UNIT PRICE
Cover Coat Agg CA-14	575	Ton	Furn & Spread	\$26.00	\$14,950.00	TOTAL	UNIT PRICE	UNIT PRICE	TOTAL
Seal Coat Agg CA-15/16	1,250	Ton	Furn & Spread	\$25.00	\$31,250.00	TOTAL	UNIT PRICE	UNIT PRICE	TOTAL
					\$93,450.00		\$1.16	\$1.05	\$0.00
									\$0.00
									\$0.00
									\$0.00
									-100.00%
									2.20%

FUNKS GROVE RD
SEC. 05-17000-00-GM GR 2

ITEM	QUANTITY	UNIT	DELIVERY	UNIT PRICE	ESTIMATE	ENGINEERS	ROWE	BEMACH	STEFFENS 3-D
BR Mat's PG 46-28	28,500	Gal	On Road	\$1.20	\$34,200.00	TOTAL	BID BOND	BID BOND	UNIT PRICE
Cover Coat Agg CA-14	1,100	Ton	Furn & Spread	\$25.00	\$27,500.00	TOTAL	UNIT PRICE	UNIT PRICE	TOTAL
BR Mat's Prime MC-30	500	Gal	On Road	\$3.50	\$1,750.00	TOTAL	UNIT PRICE	UNIT PRICE	TOTAL
					\$63,450.00		\$2.00	\$1.16	\$0.00
									\$0.00
									\$0.00
									\$0.00
									-100.00%
									-0.29%

MCLEAN COUNTY HIGHWAY DEPARTMENT
MARCH 24, 2005

GRIDLEY RD
SEC. 05-18000-00-GM GR 1A

ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	BENWACH BID BOND UNIT PRICE TOTAL	STEFFENS 3-D BID CHECK UNIT PRICE TOTAL
Bit Mat's PG 46-28	10,950	Gal	\$1.40	\$15,330.00	\$1.41 \$15,439.50	\$1.53 \$16,753.50	\$1.52 \$16,644.00
Patch Seal Coat Agg CA-15/16 (Crushed Limestone Only)	36,500	Sq Yd	\$0.28	\$10,220.00	\$0.36 \$13,140.00	\$0.31 \$11,315.00	\$0.30 \$10,950.00
				\$25,550.00	\$28,579.50 11.86%	\$29,066.50 9.86%	\$27,594.00 8.00%

GRIDLEY RD
SEC. 05-18000-00-GM GR 2A

ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	BENWACH BID BOND UNIT PRICE TOTAL	STEFFENS 3-D BID CHECK UNIT PRICE TOTAL
Bit Mat's CRS-2	21,000	Gal	\$1.05	\$22,050.00	\$1.08 \$22,680.00	\$1.05 \$22,050.00	\$1.06 \$22,260.00
Seal Coat Agg CA-15/16 (Crushed Limestone Only)	53,973	Sq Yd	\$0.16	\$8,635.68	\$0.17 \$9,175.41	\$0.15 \$8,095.95	\$0.14 \$7,556.22
				\$30,685.68	\$31,855.41 3.81%	\$30,145.95 -1.76%	\$29,816.22 -2.83%

HUDSON RD
SEC. 05-18000-00-GM GR 2A

ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	BENWACH BID BOND UNIT PRICE TOTAL	STEFFENS 3-D BID CHECK UNIT PRICE TOTAL
Bit Mat's PG 46-28	31,400	Gal	\$1.20	\$37,680.00	\$1.16 \$36,424.00	\$1.18 \$37,052.00	\$1.15 \$36,110.00
Seal Coat Agg CA-14 or 15/16	90,933	Sq Yd	\$0.16	\$14,549.28	\$0.19 \$17,277.27	\$0.17 \$15,458.61	\$0.17 \$15,458.61
				\$52,229.28	\$53,701.27 2.82%	\$52,510.61 0.54%	\$51,568.61 -1.26%

MARTIN RD
SEC. 05-22000-00-GM GR 2A

ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	BENWACH BID BOND UNIT PRICE TOTAL	STEFFENS 3-D BID CHECK UNIT PRICE TOTAL
Bit Mat's CRS-2	16,500	Gal	\$1.05	\$17,325.00	\$1.08 \$17,820.00	\$1.05 \$17,325.00	\$1.05 \$17,325.00
Seal Coat Agg CA-15/16 (Crushed Limestone Only)	42,901	Sq Yd	\$0.18	\$7,722.18	\$0.15 \$6,435.15	\$0.15 \$6,435.15	\$0.15 \$6,435.15
				\$25,047.18	\$24,255.15 -3.16%	\$23,760.15 -5.14%	\$23,760.15 -5.14%

MONEY CREEK RD
SEC. 05-23000-00-GM GR 2A

ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	BENWACH BID BOND UNIT PRICE TOTAL	STEFFENS 3-D BID CHECK UNIT PRICE TOTAL
Bit Mat's PG 46-28	15,000	Gal	\$1.20	\$18,000.00	\$1.17 \$17,550.00	\$1.18 \$17,700.00	\$1.145 \$17,175.00
Seal Coat Agg CA-15/16	50,000	Sq Yd	\$0.16	\$8,000.00	\$0.16 \$8,000.00	\$0.15 \$7,500.00	\$0.15 \$7,500.00
				\$26,000.00	\$25,550.00 -1.73%	\$25,200.00 -3.08%	\$24,675.00 -5.10%

MOUNT HOPE RD
SEC. 05-24000-00-GM GR 2

ITEM	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE BID BOND UNIT PRICE TOTAL	BENWACH BID BOND UNIT PRICE TOTAL	STEFFENS 3-D BID CHECK UNIT PRICE TOTAL
Bit Mat's PG 46-28	22,500	Gal	\$1.20	\$27,000.00	\$1.15 \$25,875.00	\$1.18 \$26,550.00	\$1.18 \$26,550.00
Seal Coat Agg CA-15/16	900	Ton	\$19.25	\$17,325.00	\$21.94 \$19,746.00	\$24.50 \$22,050.00	\$24.50 \$22,050.00
				\$44,325.00	\$45,621.00 2.92%	\$48,600.00 9.64%	\$48,600.00 9.64%

McLEAN COUNTY HIGHWAY DEPARTMENT
MARCH 24, 2005

NORMAL RD
SEC. 05-25000-00-GM GR 2A

ITEM	QUANTITY	UNIT	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS TOTAL	ROWE BID BOND	BENIACH BID BOND	STEFFENS 3-D
BR Mat's CRS-2	15,000	Gal	\$1.05	\$15,750.00	\$15,750.00	\$1.11	\$1.05	\$15,600.00
Seal Coat Agg CA-15/16	42,240	Sq Yd	\$0.15	\$6,336.00	\$6,336.00	\$0.17	\$0.15	\$6,336.00
				\$22,086.00	\$22,086.00	\$23,830.80	\$22,086.00	\$21,936.00
						7.90%	0.00%	-0.68%

OLD TOWN RD
SEC. 05-25000-00-GM GR 2

ITEM	QUANTITY	UNIT	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS TOTAL	ROWE BID BOND	BENIACH BID BOND	STEFFENS 3-D
BR Mat's CRS-2	5,900	Gal	\$1.20	\$7,080.00	\$7,080.00	\$1.35	\$1.15	\$6,785.00
BR Mat's PG 46-28	14,500	Gal	\$1.25	\$18,125.00	\$18,995.00	\$1.31	\$1.31	\$18,995.00
Seal Coat Agg CA-15/16	800	Ton	\$27.50	\$22,000.00	\$22,176.00	\$27.72	\$25.90	\$20,400.00
				\$47,205.00	\$46,816.00	\$46,816.00	\$46,180.00	\$46,180.00
						-0.82%	-2.17%	-100.00%

RANDOLPH RD
SEC. 05-27000-00-GM GR 2

ITEM	QUANTITY	UNIT	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS TOTAL	ROWE BID BOND	BENIACH BID BOND	STEFFENS 3-D
BR Mat's CRS-2	30,500	Gal	\$0.85	\$28,975.00	\$28,975.00	\$1.13	\$1.05	\$32,025.00
Seal Coat Agg CA-15/16	1,250	Ton	\$23.50	\$29,375.00	\$29,375.00	\$20.58	\$24.50	\$30,625.00
				\$58,350.00	\$58,350.00	\$60,190.00	\$52,650.00	\$62,650.00
						3.19%	7.37%	-100.00%

WEST RD
SEC. 05-28000-00-GM GR 2A

ITEM	QUANTITY	UNIT	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS TOTAL	ROWE BID BOND	BENIACH BID BOND	STEFFENS 3-D
BR Mat's CRS-2	16,400	Gal	\$1.05	\$17,220.00	\$17,220.00	\$1.08	\$1.05	\$17,220.00
Seal Coat Agg CA-15/16	42,167	Sq Yd	\$0.17	\$7,168.39	\$8,746.72	\$0.16	\$0.15	\$6,325.05
				\$24,388.39	\$24,458.72	\$24,458.72	\$23,545.05	\$23,545.05
						0.29%	-3.45%	-100.00%

WHITE OAK RD
SEC. 05-30000-00-GM GR 2

ITEM	QUANTITY	UNIT	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS TOTAL	ROWE BID BOND	BENIACH BID BOND	STEFFENS 3-D
BR Mat's PG 46-28	9,000	Gal	\$1.25	\$11,250.00	\$11,250.00	\$1.23	\$1.21	\$10,890.00
Seal Coat Agg CA-15/16	370	Ton	\$26.90	\$9,953.00	\$10,785.20	\$26.16	\$26.00	\$9,620.00
				\$21,203.00	\$21,035.20	\$21,035.20	\$20,510.00	\$19,862.50
						3.09%	-3.27%	-5.32%

YATES RD
SEC. 05-31000-00-GM GR 2

ITEM	QUANTITY	UNIT	UNIT PRICE	ESTIMATE TOTAL	ENGINEERS TOTAL	ROWE BID BOND	BENIACH BID BOND	STEFFENS 3-D
BR Mat's CRS-2	34,000	Gal	\$1.20	\$40,800.00	\$40,800.00	\$1.09	\$1.05	\$35,960.00
Seal Coat Agg CA-15/16	1,400	Ton	\$16.00	\$22,400.00	\$22,400.00	\$20.05	\$19.75	\$27,650.00
				\$63,200.00	\$63,200.00	\$65,130.00	\$63,330.00	\$65,236.00
						3.05%	0.24%	3.22%

McLEAN COUNTY HIGHWAY DEPARTMENT
MARCH 24, 2005

EMPIRE RD
SEC. 05-16000-00-GM GR 17

ITEM	DELIVERY	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	EMULSICOAT BID CHECK UNIT PRICE	EMULSICOAT BID CHECK TOTAL	ROWE UNIT PRICE	ROWE TOTAL
Blt Mail's Seal Coat CRS-2	F.O.B. Twp Shed	6,000	Gal	\$0.83	\$4,980.00	\$0.825	\$4,950.00		\$0.00
Blt Mail's Seal Coat PG 45-28	F.O.B. Twp Shed	12,000	Gal	\$0.95	\$11,400.00	\$0.896	\$10,776.00		\$0.00
					\$16,380.00		\$15,726.00		\$0.00
									-100.00%

LAWDALE RD
SEC. 05-20000-00-GM GR 17

ITEM	DELIVERY	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	EMULSICOAT BID CHECK UNIT PRICE	EMULSICOAT BID CHECK TOTAL	ROWE UNIT PRICE	ROWE TOTAL
Blt Mail's Seal Coat CRS-2	F.O.B. Twp Shed	50,000	Gal	\$1.00	\$50,000.00	\$0.825	\$41,250.00		\$0.00
									\$0.00
									-100.00%

BLOOMINGTON RD
SEC. 2005 NON-MFT GR 2

ITEM	DELIVERY	QUANTITY	UNIT	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE BID BOND UNIT PRICE	ROWE BID BOND TOTAL	STEFFENS 3-D UNIT PRICE	STEFFENS 3-D TOTAL
Blt Mail's CRS-2	On Road	33,000	Gal	\$1.15	\$37,950.00	\$1.65	\$34,650.00		\$0.00
Seal Coat Agg CA-15/16	Furn & Spread	1,350	Ton	\$31.50	\$42,525.00	\$25.50	\$34,425.00		\$0.00
					\$80,475.00		\$69,075.00		\$0.00
									-14.17%
									-100.00%

BRIDGE PETITION

Empire/Dawson Road Districts
Section 2005 Empire/Dawson Joint Culvert

TO: McLean County Board
% McLean County Clerk
115 E. Washington St.
Bloomington, IL 61701

2005 Empire/Dawson Joint Culvert Drainage Structure on 800 North at 2650 East in
Empire/Dawson Road Districts.

Ladies and Gentlemen:

Empire/Dawson Road Districts, McLean County, Illinois request that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501, of the Illinois Compiled Statutes as amended; construct one structure located on the North line of Sec 4, T 22 N, R 4 E on the Empire/Dawson Township Line.

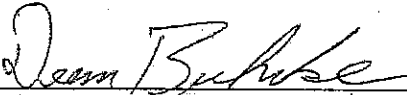
That of the funds appropriated at the November 2004 meeting of the McLean County Board, Ten Thousand Dollars (10,000) be used as the County's share of the cost of the structure.

Empire/Dawson Road Districts certify that they have levied the maximum on their Road and Bridge Funds the last two years.

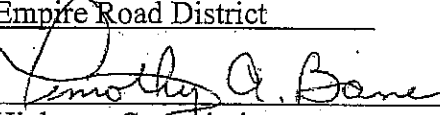
Empire/Dawson Road Districts further state that the County Engineer has made a survey of the water shed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new structure shall be Twenty Thousand Dollars (20,000.00) and the present structure is inadequate.

Empire/Dawson Road Districts further certify that the cost of the new structure exceeds 0.02% of the assessed valuation of the Road Districts.

Respectfully submitted,



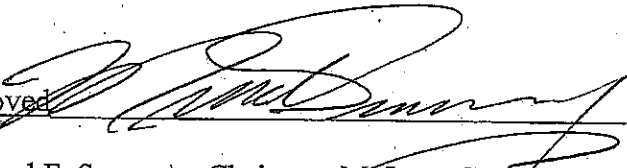
Highway Commissioner

Empire Road District


Highway Commissioner
Dawson Road District

Approved 

John E Mitchell, County Engineer, McLean County, IL

Approved 

Michael F. Sweeney, Chairman McLean County Board

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 to the McLean County Board concerning an application of Jamie & Suzanne Schwoerer in case SU-05-04, parcel (14) 13-35-451 003. They are requesting a special use to allow a single family residence in the Agriculture District for the daughter of a farm owner on property which is part of Section 35, Township 24N, Range 1E of the 3rd P.M. and is located in Dry Grove Township immediately south of Old Peoria Court Road and approximately ½ mile west of Mitsubishi Motorway (U.S. Highway 150).

After due notice, as required by law, the Board of Appeals held a public hearing in this case on April 5, 2005 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 1.3 acre property is currently in crop production. This property is relatively flat and drains to the south. The property has 50 feet of frontage on the south side of Old Peoria Court Road, an oil and chip road 19 feet in width.

SURROUNDING ZONING AND LAND USE - The land is in the A-Agriculture District and is surrounded by land in the A-Agriculture District. A single family dwelling is located to the north. The land to the east, south and west is in crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 115 out of 125 points. The site assessment score was 112 out of 175 points. The total LESA score was 227 points out of 300. A score of 225 points and above means the property is of very high value for agricultural land protection.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is the daughter of the owners of the original agriculture tract from which this property is being set aside.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The proposed dwelling for the daughter of the farm owners of the agricultural tract is compatible with uses in the vicinity.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The applicant is the daughter of the owners of the farm from which this property is being set aside.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 50 feet of frontage on the south side of Old Peoria Court Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the proposed entrance. The applicant will need to obtain approval for a one lot subdivision in the County and with the City of Bloomington, since this site is within one and a half miles from the City of Bloomington, before a building permit can be obtained for the proposed dwelling.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District; one of the applicants is the daughter of the farm owners.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations, provided the initial occupants are the applicants and provided a one lot subdivision is recorded for the proposed dwelling.

ROLL CALL VOTE UNANIMOUS - The roll call vote was six members for the motion to recommend granting, none opposed and Member Wheet was absent.

Respectfully submitted this 5th day of April 2005, McLean County Zoning Board of Appeals

(Sally Rudolph)

Chair

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

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 to the McLean County Board concerning an application of Eric and Emily Jenkins in case SU-05-05, parcel (20) 09-27-400-001. They are requesting a special use to allow a single family residence in the Agriculture District for the daughter of a farm owner on the following property which is part of Section 27, Township 25N, Range 4E of the 3rd P.M., McLean County, IL, and is located in Lexington Township immediately north of 2100 North Road and approximately ½ mile east of 2700 East Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on April 5, 2005 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 5.35 acre property is a wooded area in pasture. The property is gently sloping and drains to the north. The property has 25 feet of frontage on the north side of 2100 North Road, an oil and chip road 15 feet in width.

SURROUNDING ZONING AND LAND USE - The land is in the A-Agriculture District and is surrounded by land in the A-Agriculture District. The land to the east, south and north is in pasture. The land to the west is in part crop production and in part pasture.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 100 out of 125 points. The site assessment score was 115 out of 175 points. The total LESA score was 215 points out of 300. A score below 225 points means the property is of low value for agricultural land protection.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is the daughter of the owners of the original agriculture tract from which this property is being set aside.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The proposed dwelling for the daughter of the farm owners of the agricultural tract is compatible with uses in the vicinity.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The applicant is the daughter of the owners of the farm from which this property is being set aside.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 25 feet of frontage on the north side of 2100 North Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the proposed entrance.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District; one of the applicants is the daughter of the farm owners.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations, provided the initial occupants are the applicants.

ROLL CALL VOTE UNANIMOUS - The roll call vote was six members for the motion to recommend granting, none opposed and Member Wheet was absent.

Respectfully submitted this 5th day of April 2005, McLean County Zoning Board of Appeals

(Sally Rudolph)
Chair

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

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 to the McLean County Board concerning an application of Andy Reeser in case SU-05-06, parcel (25) 28-02-200-008. He is requesting a special use to allow a single family residence in the Agriculture District for the son of a farm owner on the following property which is part of Section 2, Township 22N, Range 2E of the 3rd P.M., McLean County, IL, and is located in Randolph Township immediately south of 775 North Road and approximately ¼ mile east of 1675 East Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on April 5, 2005 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The two acre property is in crop production. The property is gently sloping and drains to the southeast. The property has 191 feet of frontage on the south side of 775 North Road, an oil and chip road 15 feet in width.

SURROUNDING ZONING AND LAND USE - The land is in the A-Agriculture District and is surrounded by land in the A-Agriculture District. The land to the south and west is in crop production. The land to the north and east is in part crop production and in part pasture.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 108 out of 125 points. The site assessment score was 125 out of 175 points. The total LESA score was 233 points out of 300. A score of 225 points and above means the property is of very high value for agricultural land protection.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is the son of the owners of the original agriculture tract from which this property is being set aside.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The proposed dwelling for the son of the farm owners of the agricultural tract is compatible with uses in the vicinity.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The applicant is the son of the owners of the farm from which this property is being set aside.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private

well and septic system approved by the County Health Department. The property has 191 feet of frontage on the south side of 775 North Road.

5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the proposed entrance. The applicant has obtained approval for an entrance from the Randolph Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District; one of the applicants is the daughter of the farm owners.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations, provided the initial occupants are the applicants.

ROLL CALL VOTE UNANIMOUS - The roll call vote was six members for the motion to recommend granting, none opposed and Member Wheet was absent.

Respectfully submitted this 5th day of April 2005, McLean County Zoning Board of Appeals

(Sally Rudolph)

Chair

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

RESOLUTION

ADOPTING A PRELIMINARY PLAN
For the Whitetail South Subdivision, File S-04-15

WHEREAS, K F Farms has requested approval of a preliminary plan for the Whitetail South Subdivision, file S-04-15, as provided in the Land Subdivision Regulations of McLean County; and

WHEREAS, said preliminary plan shows 52 residential lots, one lot for an existing cellular tower and three out lots; and

WHEREAS, said preliminary plan is consistent with the planned development that was approved on this property in case SU-04-22 by the County Board on November 16, 2004; and

WHEREAS, a public hearing on said proposed preliminary plan was held by the Land Use and Development Committee of the McLean County Board as required by law; and

WHEREAS, the Land Use and Development Committee recommends that the proposed preliminary plan for Whitetail South Subdivision is approved provided a road agreement is reached with the Randolph Township Road Commissioner to upgrade 525 North Road between Old US 51 and New US 51. This agreement shall be in place before construction plans are approved; now, therefore,

BE IT RESOLVED that the preliminary plan for the Whitetail South Subdivision, File S-04-15, be and hereby is approved.


Adopted by the County Board of McLean County, Illinois, this 19th day of April, 2005.

ATTEST:



Peggy Ann Milton, County Clerk
McLean County, Illinois

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-04-15

1. REFERENCE

- A. Meeting date: April 7, 2005
- B. Subdivider's name: K F Farms which is owned by Dave Kieser and Jim Finnigan
- C. Subdivision name: Whitetail South Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- A. Property location: Immediately southwest of the intersection of 525 North Road (Country Oaks Road) and 1475 East Road (Old US Route 51)
- B. Township: Randolph Township
- C. Parcel Numbers: 28-16-400-005 & 28-16-300-004
- D. Existing zoning: R-1 Single Family Residence District
- E. Applicant request: Approval of a preliminary plan for the Whitetail South Subdivision which includes 52 residential lots, one lot for an existing cellular tower and three outlots – a special use for a planned development was approved on this property in case SU-04-22 by the County Board on November 16, 2004
- F. Existing land use: Vacant – land is in crop production and includes some old farm buildings

3. DIMENSIONS & REVIEW:

- A. Size of Parcel: 40 acres in area
- B. County Health Department: Recommends approval of the proposed preliminary subdivision plan.
- C. County Highway Department: Recommends approval of the proposed preliminary subdivision plan.

Staff recommends that the preliminary plan be approved provided a road agreement is reached with the Randolph Township Road Commissioner to upgrade 525 North Road (Country Oaks Road) between Old US 51 and New US 51. The applicants have had discussion with the Randolph Township Road Commissioner and have reached agreement in principal about improvements that will be made to 525 North Road. This agreement shall be in place before construction plans are approved.

Respectfully submitted,



Philip Dick, AICP, Director

ORDINANCE OF APPROVAL
OF FINAL PLAT
L & F Circle Subdivision, File S-05-04

WHEREAS, Don a Carole Owen have requested a waiver from preliminary plan requirements and have filed an application for approval of a final plat for the L & F Circle Subdivision, file number S-05-04, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Don and Carole Owen have subdivided one lot from their farm property in order for their daughter and son in law to build a dwelling; and

WHEREAS, staff recommends that a preliminary plan is unnecessary for the proposed subdivision; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said waiver and final plat and finds that they meet the said subdivision regulations; and

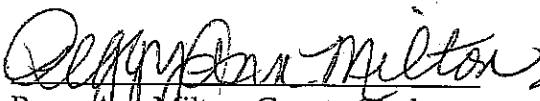
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

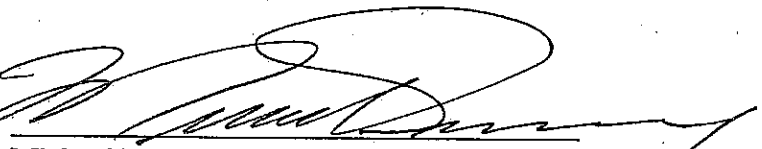
BE IT ORDAINED that the said waiver and final plat for the aforesaid L & F Circle Subdivision be and hereby are approved.

Adopted by the County Board of McLean County, Illinois this 19th day of April, 2005

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-05-04

1. REFERENCE

- a. Meeting date: April 7, 2005
- b. Subdividers' names: Don & Carole Owen
- c. Subdivision name: L&F Circle Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: Immediately south of Old Peoria Road and approximately ½ mile west of Mitsubishi Motorway
- b. Township: Dry Grove Township
- c. Parcel Numbers: Part of 03-35-451-003
- d. Existing zoning: Agriculture District
- e. Applicant request: A waiver of preliminary plan requirement and a one lot final subdivision plat for the L&F Circle Subdivision in order to build a single family dwelling for their daughter and son in law – a single family dwelling is being applied for in special use case SU-05-04
- f. Existing land use: Crop production and grass

3. DIMENSIONS & REVIEW:

- a. Size of Parcel: 1.31 acres in area
- b. County Health Department: Recommends approval of the proposed subdivision plat
- c. County Highway Department: Recommends approval of the waiver of preliminary plan requirement and approval of the final plat – the Dry Grove Township Road Commissioner has signed a plat access permit for the proposed entrance – and since this property is within 1½ miles of the City of Bloomington, they are also reviewing this subdivision

Staff recommends that the waiver of preliminary plan requirements and the L&F Circle Subdivision final plat should be approved.

Respectfully submitted,



Philip Dick, AICP, Director

APPROPRIATION TRANSFER ORDINANCE
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2005
 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,

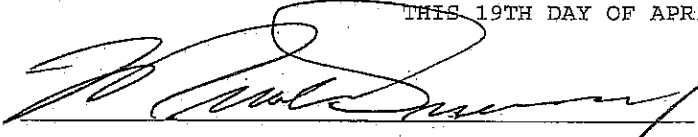
BE IT ORDAINED BY THE County Board Of McLean County, Illinois THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT

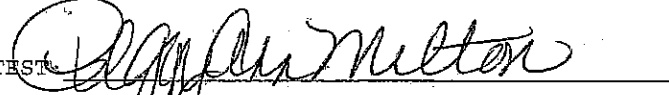
Executive Committee					
	FUND 0001 DEPARTMENT 0001 COUNTY BOARD PGM 0001 LEGISLATION & POLICY				
0706 0001 CONTRACT SERVICES		4,724.00		0715 0001 DUES AND MEMBERSHIPS	4,724.00-
					4,724.00-
		4,724.00			4,724.00-
		=====			=====

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 19TH DAY OF APRIL , 2005



 CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST: 

 COUNTY CLERK, MCLEAN COUNTY

CHAPTER 10 INDEX

ARTICLE 1 INTRODUCTION AND ADMINISTRATION

10.10 Statement of Policy

10.10-1 Additions To Policies and Procedures

10.11 Equal Employment Opportunity Statement

10.12 Scope of Coverage and General Provisions

10.12-1 Specific Scope of Coverage

10.12-2 Exclusion Procedure

10.12-3 Administration of the Plan

10.12-4 Categories of Employees

10.12-5 Hours of Work

10.12-6 Dissemination of the Rules

ARTICLE 2 SELECTION AND APPOINTMENT

10.20 Merit Principles

10.20-1 Appointments and Promotions

10.20-2 Methods of Filling Vacancies

10.20-3 Recruitment, Evaluation and Certification

10.20-4 Position Inventory and Job Classification System

10.20-5 Hiring of Relatives Regulated

10.20-6 Rehire of Former Employees

10.20-7 New Employees

10.20-8 Orientation of New Employees

10.20-9 Evaluation Period

10.20-10 Transfer

10.20-11 Temporary Assignment

10.21 Professional Recruitment

10.21-1 Travel Provisions

10.21-2 Household Goods

ARTICLE 3 ATTENDANCE

10.30 Hours of Work

10.30-1 Hours of Work Compensable at Straight Time

10.30-2 Hours Compensable at Overtime Rate

10.30-3 Rest and Meal Periods as Hours of Work

10.30-4 Working at Home

10.30-5 Meetings, Lectures and Training Programs

- 10.30-6 Travel Time as Work Hours
- 10.30-7 Medical Attention as Hours of Work

ARTICLE 4 HOLIDAYS AND LEAVES OF ABSENCE

10.40 Holidays

- 10.40-1 Exceptions
- 10.40-2 Floating Holiday
- 10.40-3 Non-working Holiday
- 10.40-4 Working Holiday
- 10.40-5 Holiday Regulations
- 10.40-6 Emergency Holiday Pay

10.41 Vacation

- 10.41-1 Entitlement and Accrual Rate
- 10.41-2 Part-Time Employees
- 10.41-3 Taking Unearned Vacation Not Permitted
- 10.41-4 Limits on Accrual
- 10.41-5 No Payment in Lieu of Taking
- 10.41-6 Payment Upon Termination
- 10.41-7 No Accrual During Unpaid Leaves of Absences
- 10.41-8 May Use When Sick Leave Exhausted
- 10.41-9 Maintenance of Records
- 10.41-10 Use of Appropriate Form for Request

10.42 Sick Leave

- 10.42-1 Entitlement
- 10.42-2 Accrual Rate
- 10.42-3 Taking Unearned Sick Leave
- 10.42-4 Purpose of Such Leave
- 10.42-5 Notification of Department Head
- 10.42-6 Department Head Authority to Send Home
- 10.42-7 Excluded from Overtime Base
- 10.72-8 Rate of Pay for Sick Time
- 10.42-9 Maintenance of Records
- 10.42-10 Results of Improper Use or Reporting
- 10.42-11 Effect of Worker's Compensation Payments
- 10.42-12 Balance Not Paid Upon Termination

10.43 Military Leave

- 10.43-1 Annual Training and Active Duty Leave
- 10.43-2 Compensation
- 10.43-3 Benefits

10.44 Jury Duty

- 10.44-1 Right to Serve
- 10.44-2 Jury Duty Paid as Work Hours
- 10.44-3 Carry Over Prohibited
- 10.44-4 Absence Without Pay When Court Appearance Not Work Related
- 10.44-5 Verification of Jury Duty

10.45 Bereavement Leave

10.46 Personal Leave

- 10.46-1 Purpose and Amount
- 10.46-2 Carry Over Prohibited

10.47 Leaves of Absence Without Pay

- 10.47-1 Disability Leave - Work connected with injury
- 10.47-2 Extended Leaves of Absence
- 10.47-3 Family and Medical Leave

10.48 TOPS at the Juvenile Detention Center

- 10.48-1 Purpose
- 10.48-2 Eligibility
- 10.48-3 Regulations
- 10.48-4 Reserve Account
- 10.48-5 Reserve Account Regulations
- 10.48-6 Sell Back at Retirement, Resignation or Going from Benefit Eligible to Non-Eligible
- 10.48-7 Permanent Changes of Eligibility Status for TOPS

ARTICLE 5 POSITION CLASSIFICATION PLAN

10.50 Position Classification Plan

- 10.50-1 Responsibility
- 10.50-2 Definitions Used in Position Classification Plan
- 10.50-3 Allocation of Positions
- 10.50-4 Maintenance of Classification Plan
- 10.50-5 Responsibility for Interpretation
- 10.50-6 Amendments, Adjustments and Reallocations
- 10.50-7 Procedure for Using Position Descriptions
- 10.50-8 Location of Position Description

10.51 Position Classification Plan

- 10.51-1 Class Title
- 10.51-2 Summary
- 10.51-3 Supervisory Responsibilities
- 10.51-4 Essential Duties and Responsibilities
- 10.51-5 Knowledge, Skills and Abilities
- 10.51-6 Minimum Education and Experience
- 10.51-7 Certificates, Licenses and Registrations
- 10.51-8 Physical Attributes/Demands
- 10.51-9 Work Environment

10.52 Pay Plan - Composition and Definition

- 10.52-1 Composition
- 10.52-2 Definitions
- 10.52-3 Annual Salary Adjustments
- 10.52-4 Philosophy Related to Step Progression
- 10.52-5 Evaluations and Merit Increases
- 10.52-6 Establishing Salaries
- 10.52-7 Merit Increases
- 10.52-8 Policy Review

10.53 Development of Compensation Ranges

10.54 Reallocation Downward

10.55 Overtime Payments

- 10.55-1 FLSA Requirements
- 10.55-2 Exempt/Non-exempt
- 10.55-3 Continuous/ Non-continuous Operations
- 10.55-4 Employees Eligible for Straight-Time Overtime
- 10.55-5 Compensatory Time
- 10.55-6 Compensatory Time Accrual Limits
- 10.55-7 Compensatory Time Off
- 10.55-8 Professional and Administrative Employees
- 10.55-9 Requirements for Overtime

10.56 Miscellaneous Pay Provisions

- 10.56-1 Administrative Adjustments
- 10.56-2 Temporary Upgrade

10.57 Payroll Information

- 10.57-1 Payroll Periods
- 10.57-2 Voluntary Payroll Deductions

10.58 Employee Internal Time Card

- 10.58-1 Departmental Use of Internal Time Cards
- 10.58-2 Not Required for Departments With Time Clocks
- 10.58-3 Description of Hours

ARTICLE 6 TRANSFERS, PROMOTIONS, DEMOTIONS AND EVALUATIONS

10.60 Transfers and Promotions

- 10.60-1 Definitions

10.61 Transfer and Promotion Procedures

- 10.61-1 Notification of Vacancy
- 10.61-2 Criteria for Promotion to be Considered
- 10.61-3 Evaluation Period

10.62 Procedure -Demotion

- 10.62-1 Employee Request
- 10.62-2 Demotion by Department Head

10.63 Performance Evaluations

- 10.63-1 Purpose
- 10.63-2 Schedule
- 10.63-3 Retention of Evaluation in File

10.64 Performance Evaluation Procedure

- 10.64-1 Definitions
- 10.64-2 Training

ARTICLE 7 MISCELLANEOUS BENEFITS AND ENTITLEMENTS

10.70 Insurance

- 10.70-1 Group Life Insurance
- 10.70-2 Group Health Insurance
- 10.70-3 Eligibility Date
- 10.70-4 Employee Booklet
- 10.70-5 Waiver

10.71 Illinois Municipal Retirement Fund

10.72 Federal Social Security

- 10.73 Worker's Compensation
- 10.74 Unemployment Insurance
- 10.75 Glasener Beach
- 10.76 Credit Union and Christmas Club
- 10.77 Service Recognition
 - 10.77-1 Full-Time and Part-Time Employees
 - 10.77-2 Maintenance of Records
- 10.78 Change of Name, Address, Marital or Family Status
- 10.79 County Travel and Business Expense Reimbursement Policy
 - 10.79-1 Purpose, Applicability and Authority
 - 10.79-2 Definitions
 - 10.79-3 Preparation of Travel Voucher
 - 10.79-4 Allowable Transportation Expenses
 - 10.79-5 Allowable Living Expenses
 - 10.79-6 Local Business Expense Reimbursement
 - 10.79-7 Reimbursement of Miscellaneous Expenses
 - 10.79-8 Credit Cards
 - 10.79-9 Appropriate Budget Line Items for Travel Expenses
 - 10.79-10 State, Federal Laws and Regulations
 - 10.79-11 Misuse of McLean County Travel Policy

ARTICLE 8 ON-THE-JOB EMPLOYEE BEHAVIOR

- 10.80 General Rules of Conduct
 - 10.80-1 Smoking at the Law and Justice Center
 - 10.80-2 Drug-Free Policy
 - 10.80-3 Workplace Violence Policy
 - 10.80-4 VESSA
 - 10.80-5 Illegal Harassment
 - 10.80-6 Complaint Procedure
- 10.81 Discipline Procedure Policy
 - 10.81-1 Progressive Discipline
 - 10.81-2 Right to Grieve Adverse Action
 - 10.81-3 2 Year Retention Limit on Disciplinary Files
 - 10.81-4 Responsibility for Documentation

10.82 Outside Employment

- 10.82-1 Procedure
- 10.82-2 Internal Regulations

10.83 Restriction of Political Activities

10.84 Use of County Property and Facilities

- 10.84-1 Use of County Equipment, Supplies and Tools
- 10.84-2 Other Property
- 10.84-3 Use of Telephone
- 10.84-4 Electronic Mail and Global Communications Facilities

10.85 Conflict of Interest

10.86 Gift Ban

10.87 Confidentiality and Loyalty

ARTICLE 9 TERMINATIONS

10.90 Termination and Separation

- 10.90-1 I.M.R.F. Separation Benefit and Retirement
- 10.90-2 Resignation - Voluntary
- 10.90-3 Resignation - Involuntary
- 10.90-4 Dismissal
- 10.90-5 Reduction in Work Force

ARTICLE 10 GRIEVANCE PROCEDURE

10.100 Grievance Policy

- 10.100-1 Definition
- 10.100-2 Purpose
- 10.100-3 Representation
- 10.100-4 Time Limits
- 10.100-5 Informal Resolution
- 10.100-6 Timely Filing/Timely Response

10.101 Criminal Fraud or Abuse

10.102 Miscellaneous Provisions

10.103 Safety Responsibilities

- 10.103-1 Department Head/Supervisor/Foreman

APPENDICES

**Appendix I Position Appraisal Method Factors
Position Classifications and Pay Ranges**

Appendix II Vacation and Sick Leave Accrual Rates

McLEAN COUNTY PERSONNEL POLICIES AND PROCEDURES ORDINANCE

10.00 McLEAN COUNTY REVISED CODE

CHAPTER 10 - EMPLOYEES AND APPOINTED OFFICIALS
McLEAN COUNTY PERSONNEL POLICIES AND PROCEDURES

10.00 This Ordinance shall be the official Personnel Policies and Procedures for the County of McLean.

ARTICLE 1
INTRODUCTION AND ADMINISTRATION

10.10 STATEMENT OF POLICY: The McLean County Board recognizes that a personnel system, which recruits and retains competent, dependable County personnel, is indispensable to an efficient County government. To achieve this goal, the Board has established within the County Board Office the position of County Administrator. The County Administrator shall serve all County offices by participating in or performing the following activities:

Classifying positions in County service;
Developing systems to compensate employees equitably for their service;
Assisting in the recruitment of persons for County service;
Providing for employee welfare;
Providing for employee training and development;
Providing for resolution of employee grievances; and
Monitoring the McLean County Equal Employment Opportunity Resolution.

For the purpose of this document, a policy is the general statement of a County goal. A procedure is a specific step for reaching that County goal and can include the use of special forms. This document is designed to:

- A) Provide a basis for and define the objectives of the personnel program.
- B) Assign responsibility for carrying out the principles and practices of the personnel program.
- C) Provide recognized authority, consistent with applicable laws and County ordinances, when action is to be taken and to minimize the possibility of unauthorized personnel action.

10.10-1 ADDITIONS TO THE POLICIES AND PROCEDURES: Because of the number of and diversity in County departments, it is expected that internal day-to-day policies may be necessary for efficient and effective operations. Each Department Head may establish a set of general operating policies for the purpose of handling scheduling matters which are unique to the department concerned and which shall be controlled by the County's personnel policies.

- A) Departments who wish to establish departmental policies are encouraged to reduce them to written format and submit them to the County Administrator.
- B) The County Administrator will indicate in writing to the Department Head whether or not such policies are within the guidelines of the established County policies.
- C) A copy of such internal policies shall be made available either by written delivery to the employee or by posting in a conspicuous location within the department.

10.11 EQUAL EMPLOYMENT OPPORTUNITY: As a matter of policy, McLean County requires employment, training and promotions, and all personnel actions to be based on individual merit and individual capabilities without regard to race, religion, color, national origin, sex, age, or disability. This policy requires full cooperation of all McLean County employees. We choose to follow this policy on the basis of fairness to all individuals rather than on the basis of our legal requirement. McLean County also complies with all applicable federal, state and local laws regarding non-discriminatory practices. Responsibility for correlation and implementation of the plan and related activities throughout the County has been assigned to the County Administrator.

10.12 SCOPE OF COVERAGE AND GENERAL PROVISIONS: The McLean County Board recognizes the appointing authority vested, by various Statutes, in the Elected Officers of the County. Nothing in these policies should be construed as avoidance of that authority; however, the appointment should be made from a field of candidates developed under the guidelines of these policies and procedures.

10.12-1 SPECIFIC SCOPE OF COVERAGE: All County employment positions not expressly exempted from coverage by these policies and procedures shall be subject to these provisions, including bargaining unit members except where superseded by collective bargaining agreements.

All individual Elected Officers,

All advisory boards, commissions and committees appointed by the McLean County Board,

All consultants, advisers, and counsel rendering temporary professional service,

Independent contractors, and

Sheriffs Department personnel, to the extent that rules of the Merit Board supersede these rules, are expressly exempted from coverage.

10.12-2 EXCLUSION PROCEDURE: Upon passage of these policies and procedures by the McLean County Board, Elected Officers of McLean County are encouraged to submit, to the County Administrator's Office, a tabulation of the specific areas of conflict and cite the statutory authority which prohibits cooperation with said policies and procedures. Such tabulation will become an appendix to this document.

10.12-3 ADMINISTRATION OF THE PLAN:

A) The personnel system established by these policies and procedures is administered by the County Administrator, and in full cooperation with all elected and appointed Department Heads.

B) In addition to other duties as set forth in these policies and procedures, the County Administrator shall:

- 1) Exercise leadership in developing a system of effective personnel administration and employee relations with the County service.
- 2) Administer the provisions of these policies.
- 3) Ensure that files are maintained for each employee, including original applications, employment histories, classification, position title, pay rate, and any other data required by the County Board and permitted by law.

10.12-4 CATEGORIES OF EMPLOYEES: For purposes of salary administration and eligibility for overtime payments and employee benefits, McLean County classifies its employees and other workers as follows:

- A) Full-time regular employees- Employees hired to work the County's normal, full-time, ~~thirty seven and one half (37-1/2)~~ or ~~forty (40)~~ hour workweek on a regular basis. Such employees may be "exempt" or "nonexempt" as defined below.
- B) Part-time regular employees- Employees hired to work fewer than ~~thirty seven and one half (37-1/2)~~ hours per week on a regular basis. Such employees may be "exempt" or "nonexempt" as defined below.
- C) Temporary employees- Employees engaged to work full time or part time on the County's payroll with the understanding that their employment will be terminated no later than on completion of a specific assignment. (Note that a temporary employee may be offered and may accept a new temporary assignment with the County and thus still retain temporary status.) Such employees may be "exempt" or "nonexempt" as defined below. (Note that employees hired from temporary employment agencies for specific assignments are employees of the respective agency and not of the County.)
- D) Nonexempt employees- Employees who are required to be paid overtime at the rate of time and one half (i.e., one and one-half times, ~~1-1/2~~) their regular rate of pay for all hours worked beyond forty (40) paid hours in a workweek, in accordance with applicable federal wage and hour laws.
- E) Exempt employees- Employees who are not required to be paid overtime, in accordance with applicable federal wage and hour laws, for work performed beyond forty (40) hours in a workweek. Department Heads, elected officials, managers, professional employees and certain employees in administrative positions are typically exempt.

Employees will be informed of the initial employment classification and of status as an exempt or nonexempt employee during the orientation session. If an employee changes positions during employment with McLean County as a result of a promotion, transfer, or otherwise, the Department Head will inform the employee of any change in exemption status. Any questions regarding employment classification or exemption status shall be directed to the Department Head.

10.12-5 HOURS OF WORK:

- A) Full-time employees shall work ~~thirty-seven and one-half (37 1/2)~~ hours per week (1,950 hours per year), or ~~forty (40)~~ hours per week (2,080 hours per year), depending upon job function.
- B) County offices regularly visited by the general public shall customarily be open from 8:00 a.m. to 4:30 p.m., Monday through Friday, subject to operational considerations and statutory authority.
- C) Variable work schedules are acceptable in appropriate situations with supervisory approval.

10.12-6 DISSEMINATION OF THE RULES: Department Heads shall be provided with complete copies of all policies and procedures and changes thereto by the County Administrator. They shall also be responsible for maintaining a complete and current set of the policies and procedures, and for bringing these policies and procedures to the attention of all employees in their departments. A simplified handbook summarizing these policies and procedures shall be disseminated to all employees upon publication and to all new employees on hire.

ARTICLE 2 SELECTION AND APPOINTMENT

10.20 MERIT PRINCIPLES: It is the policy of McLean County to hire the most qualified employees available for all jobs. It is the policy to encourage a career service within the County by promoting present employees whenever possible to fill vacancies.

10.20-1 APPOINTMENTS AND PROMOTIONS: Appointments and promotions in the County shall be based on merit and fitness and may include competitive examination.

10.20-2 METHODS OF FILLING VACANCIES: Department Heads are responsible for the final selection and filling of authorized positions within the departments. In order to provide control and to ensure that our objective in Equal Employment Opportunity and all personnel system goals are met, the Department Heads shall notify the County Administrator of their needs to fill a vacancy. Applicants hired for employment with McLean County must meet the minimum qualifications established in the approved job description.

- A) When a vacancy occurs the Department Head shall inform the County Administrator's Office of intent to fill said vacancy.
- B) The County Administrator is to prepare a notice of the position vacancy and post that vacancy in selected spots in the County. The notice will be based on information supplied by the Department Head and in the job description.
- C) Department Heads are encouraged to consider current County employees and applications on hand before the general public and are required to post job vacancies for a minimum of five (5) days unless extenuating circumstances exist.
- D) The County Administrator will be responsible for ensuring that the procedures defined at ~~Article 6~~ Section 10.61 entitled ~~Transfer and Promotion Procedure~~ are complied with.
- E) ~~Court Services positions are filled in accordance with the Administrative Office of the Illinois Courts (AOIC) guidelines.~~

10.20-3 RECRUITMENT, EVALUATION AND CERTIFICATION:

- A) All applicants for employment will complete the County employment application. Within ~~sixty (60)~~ days of filling a vacancy, all applications received will be forwarded to the County Administrator's Office unless express written arrangements are made for the department to retain the applications.
- B) At the request of the Department Head, preliminary interviews will be conducted to determine basic eligibility. Items reviewed and procedures undertaken to make this determination include:
- 1) Written application.
 - 2) The approved job description.
 - 3) Verification of references.
 - 4) License verification where applicable.
 - 5) Copies of certificates of training received.
 - 6) Testing procedures, where necessary, to ascertain the necessary job qualification factors.
 - 7) Each applicant shall be checked against existing personnel files to determine whether the individual has worked for the County during a prior period.
- C) Applicants will be selected by Department Heads.
- 1) Department Heads will either complete an interviewer check-off list and indicate reasons why the applicant was accepted or rejected, or at least keep sufficient evidence for decision, such as interview notes.
 - 2) Pre-employment health examinations shall be conducted to determine physical fitness for the position applied for when said position requires particular physical demands of the candidate. These examinations shall be made after an offer of employment and prior to the end of the evaluation period. ~~Court Services positions may also require drug screening and a criminal background check.~~
 - 3) Department Heads shall submit a Payroll Change Form to the County Administrator by noon on Tuesday of the week preceding the payday. (See 10.20-2)

10.20-4 POSITION INVENTORY AND JOB CLASSIFICATION SYSTEM: It will be the responsibility of the County Administrator to maintain the authorized position inventory. To effectively maintain the position inventory and job classification system, the County Administrator shall utilize the following guidelines:

- A) The effective date of terminations as reported to the County Administrator shall be the last day worked.
- B) All budgeted positions will be included in the position inventory.
- C) Vacancies will be filled by the procedures outlined in Section 10.20-2.
- D) All changes to the position inventory and job classification system will follow the procedure outlined in ~~Article 5~~ Section 10.50, of this document.

10.20-5 HIRING OF RELATIVES REGULATED: It is the policy of McLean County to hire the best qualified employees available for all jobs; however, it is necessary that judgment be used in the placing of employees who are closely related. Every reasonable effort should be made to avoid relatives supervising each other. This policy shall not be applied retroactively but will have an effect on all applicants from the date of adoption of the enforcing ordinance.

10.20-6 REHIRE OF FORMER EMPLOYEES: Former employees of McLean County may be considered for re-employment with the County under the following conditions:

- A) The employee gave satisfactory advance notice upon termination.
- B) The employee terminated for good reason.
- C) The employee's last evaluation was satisfactory.

10.20-7 NEW EMPLOYEES: All newly hired employees will report to their Department Head for instructions regarding any information required.

- A) The County Administrator will be responsible for assuring the completion of all forms necessary to participate in eligible benefits. This function may be delegated. These benefits include:

- 1) Group-Health Insurance
 - 2) Group-Life Insurance
 - 3) Illinois Municipal Retirement Fund (I.M.R.F.)
 - 4) State and Federal Withholding Forms
 - 5) Any other benefit enrollment approved by the County Board
- B) The County Administrator or designee will explain the benefits to the employee; in particular, coverage, and the methods of using the insurance. Additional explanatory material will be provided for the employee's later reference.
- C) The County Administrator's Office will provide material outlining personnel policies. (Employee Handbook)

10.20-8 ORIENTATION OF NEW EMPLOYEES: General orientation is the responsibility of the Department Head.

- A) The following subjects will be generally covered:
- 1) Explanation of Department and related County services and offices.
 - 2) Personnel policies and procedures.
 - 3) Employee benefit program.
 - 4) Fire, disaster, and safety program.
 - 5) Explanation of pay periods.
 - 6) Tour of appropriate County buildings.
 - 7) Completion of the check list certifying that all instructions and materials have been explained and understood.
- B) The Department Head or Supervisor is responsible for further orientation and training of a new employee.

10.20-9 EVALUATION PERIOD:

- A) A person hired or promoted to a position shall complete an initial evaluation period:
- 1) The first six (6) months of employment (or the first year of employment with the Sheriff's Department) and the first three (3) months after a transfer to a new position shall be considered an evaluation period.
 - 2) The evaluation period is a time for the County to determine whether the employee is an appropriate match for the position. It is also a time for the employee to determine if the job is suitable to the employee. The County in its discretion may extend the evaluation period thirty (30) days.
- B) An employee terminated during the evaluation period or returned to a prior position or comparable position shall have no right to appeal this decision.

10.20-10 TRANSFER: (See ~~Section 10.61~~) A vacated position, or a newly created position, maybe filled by promotion of an employee from within the department, or by an employee from a position in any other department within County service. Qualifications for the vacant position are determined by the position description for that position. The same standards will be used as for an initial hire.

- A) In keeping with the County's commitment to personnel development, when a vacancy occurs, the Department Head should consider candidates from within the department.
- B) If no qualified employee is located within the department, the position will be posted as notification for all employees in County's service, as specified at Section 10.20-2.
- C) If the vacancy is filled by promotion, the vacated lower level position will be posted as notification for all employees in County service that may wish to transfer.
- D) If there are no qualified employees within the department or elsewhere within the County service, an applicant search will be undertaken by the County Administrator as specified in Section 10.20-2.
- E) ~~Court Services positions are filled in accordance with the Administrative Office of the Illinois Courts (AOIC) guidelines.~~

10.20-11 TEMPORARY ASSIGNMENT: Current employees may be temporarily assigned to a vacant position outside their class, in accordance with Section 10.57-1 provided that:

- A) There is no monetary loss to the employee.
- B) The employee will be returned to the previous position within a reasonable time.

10.21 EXPENSE REIMBURSEMENT FOR RECRUITMENT: In filling certain positions in the General Salary Schedule, it may be necessary to recruit personnel from outside McLean County. When recruiting for professional positions outside of McLean County, potential candidates may be reimbursed for their expenses if the appointing authority finds it necessary, and with the approval of the County Administrator. All standards outlined in Section 10.20-3 will be maintained, and the following procedure will be used.

10.21-1 TRAVEL PROVISIONS: Candidates traveling from outside McLean County to interview for positions with any agency of McLean County shall, upon submission of receipts for expenditures incidental to such travel, be reimbursed in the following amounts:

- A) The full amount of the cost of travel by the most convenient and direct commercial carrier, or
- B) At the prevailing rate paid to County employees for travel by private automobile for round-trip mileage by the most direct route, and
- C) Meals and other incidental expenses, and
- D) The actual cost of single-occupant lodging when travel extends beyond one day.

10.21-2 HOUSEHOLD GOODS: In cases where accepting a position with McLean County necessitates the movement of household goods, moving costs shall be considered during the selection process, and if negotiated, a maximum amount will be specified. McLean County will directly pay for moving expenses.

ARTICLE 3 ATTENDANCE AND LEAVE

10.30 HOURS OF WORK: To ensure uniformity of terms used and to provide a basis for establishing alternative schedules of work, the following procedure shall be observed:

- A) Full-time employees shall work ~~thirty-seven and one-half (37 1/2)~~ hours per week, or ~~forty (40)~~ hours per week, depending upon job function. Work schedules for occasional or seasonal employees and part-time employees shall be specified by Department Heads according to the need of the County and the rules and schedules stipulated for regular employees.
- B) All Department Heads shall maintain daily attendance records for all employees, on a form provided by the County Treasurer's Office, and retain them within the department's files. All Department Heads shall also submit a Time Card Data Sheet to the Treasurer's Office containing that department's use of hours.
- C) The normal working day for County employees shall customarily be 8:00 a.m. to 4:30 p.m., Monday through Friday, except those employees on shift schedules or in departments that have special requirements. Flexible work schedules may be acceptable in appropriate situations. A workweek shall be defined as seven (7) consecutive twenty-four (24) hour periods commencing at 12:01 AM Sunday.
- D) All elapsed time from the moment an individual actually commences work for the County until the work is finished for the day, except for the deduction of time spent at dinner or lunch, constitutes hours of work. Arriving early or leaving late for the employee's own convenience is not to be included in working time, providing that the employee performs no duties for the County during such intervals. No work may be performed before or after an employee's scheduled hours of work without the prior authorization of the Department Head or work supervisor. It is the Department Head's responsibility to inform employees who may be arriving early to or leaving late from work, without prior direction to do so, that such time is not eligible to be counted towards overtime or compensatory time. This should be done in a timely fashion so as to not be an issue for either the employee or McLean County.

- E) Federal law requires that every non-exempt employee who actually works over ~~forty (40)~~ hours in a week is entitled to overtime pay. This applies to employees who are permitted to work the extra hours even if not required. "Permitted" includes an employee who voluntarily comes to work early or stays late or comes in on weekends. If the employer does not expressly prohibit such work, the employer must pay the overtime. If an employee fails to list the extra time on a time card it is the employer's responsibility to correctly reflect the amount of time worked.

10.30-1 HOURS OF WORK COMPENSATED AT STRAIGHT TIME: County employees will be compensated according to their job classification and salary schedule at the approved rate of pay for all work up to forty (40) hours in a work week. Additional hours of work, which are required, beyond these normal work periods shall be compensated for in accordance with ~~Section 10.55 Overtime Payments.~~

10.30-2 HOURS COMPENSATED AT OVERTIME RATE: Because of the around-the-clock nature of some facilities, the need to respond to emergency situations and the nature of the public services provided, it may occasionally be necessary for employees to work overtime. Overtime may be paid under the following conditions:

- A) After forty (40) hours have been worked in a standard workweek, General Salary Schedule hourly employees shall be compensated in accordance with Section 10.55. For employees who receive overtime payment, the rate shall be one and one-half (1-1/2) times the regularly hourly rate of pay. For employees who are eligible for compensatory time awards, the rate shall be one and one-half (1-1/2) times the hour(s) or portion thereof worked over forty (40).
- B) Overtime work shall be authorized in advance by the Department Head or work supervisor.
- C) ~~Eligibility for overtime compensation shall be determined in accordance with the stipulations in Section 10.55-3.~~

10.30-3 REST AND MEAL PERIODS AS HOURS OF WORK: County Department Heads have the authority to grant meal periods from one-half (1/2) hour to one (1) hour in a normal work day. Employees who are granted from one-half (1/2) hour to one (1) hour meal periods are not paid for them and they may or may not leave their work facility or duty area, depending upon job function and where sufficient accommodations are provided. Such time is to be considered the employee's time and they should not perform work tasks during their meal period.

- A) Employees assigned to positions requiring full-time attendance or who are on "on duty" status during meals shall be paid for them; however, such employees shall not leave their work facility or duty area for that meal. This time is to be considered work time and they may be working, called upon, or called back to work during such periods of time.
- B) Employees who are paid for meal periods or rest breaks are covered under worker's compensation insurance and liability insurance during such periods. The County is responsible for their actions; therefore, Department Heads must maintain supervision and control over such employees. They should not leave the assigned work facility or duty area and shall be compensated for periods of time one-half (1/2) hour and less.
- C) County Department Heads have the authority to grant rest periods to their employees. Such periods of rest, in general, should not exceed fifteen (15) minutes and the employee may not leave the work facility during such periods of rest and can be called back to work at any time.
- D) Employees on rest break are covered by worker's compensation insurance and liability insurance. The County is responsible for their actions; therefore, Department Heads must maintain supervision and control over such employees.

10.30-4 WORKING AT HOME: In order to prevent abuse of overtime payments and to limit the County's liability when employees are not under direct supervision/control, non-exempt County employees will not be assigned work to complete at home unless such employees are in job classifications not eligible for overtime payments. No work performed at home is to be considered working hours for the purpose of monetary payment or compensatory time off.

10.30-5 MEETINGS, LECTURES AND TRAINING PROGRAMS: In computing hours of work, attendance at meetings, lectures and training programs are to be considered under the following conditions:

- A) Involuntary and Voluntary attendance - Where attendance is required at such events, they are to be considered work hours. Where attendance is not required, meetings, lectures and training programs will not be covered under overtime provisions in these policies.
- B) Related Training - Only training directly related to the employee's job is to be considered as hours of work. Programs conducted for the personal edification and/or entertainment of employees will not be considered as time worked.
- C) Independent Training - Training in which the employee participates on their own, even though it may be job related, is not to be considered as hours worked.

10.30-6 TRAVEL TIME AS WORK HOURS: In computing hours worked, travel time is to be considered under the following conditions:

- A) Work performed while traveling - If work is directly performed while traveling, that time is to be considered time worked as defined previously.
- B) Travel all in a day's work - If the job requires travel during the hours of scheduled work, whether in a County-owned vehicle or the employee's vehicle, that time is included as work time.
- C) Travel away from home - Travel time away from home is to be considered work time beyond scheduled periods of work. For example, an employee traveling to a training program, meeting, or convention away from home may include travel time as hours of work. This shall be true whether a private vehicle or a County-owned vehicle is used.
- D) Home to work or work to home in different situations - Home to work or work to home is not considered hours of work. Employees are to consider travel to work or travel to home after work as their own time. When called back to work during an emergency, hours of work will commence when the employee leaves home and continue until the employee returns home.

10.30-7 MEDICAL ATTENTION AS HOURS OF WORK: Employees who are injured on the job or who are directed to receive a physical examination will be compensated. This policy does not include pre-employment physical or medical attention after initial treatment for an injury. For example, if an employee is injured at the start of work and is taken to receive medical attention, waits for treatment and is hospitalized, that entire day should be paid. If the County directs an employee to receive a physical examination in line with the physical standards policy, such time spent by the employee is to be considered hours of work.

ARTICLE 4 HOLIDAYS AND LEAVES OF ABSENCE

10.40 HOLIDAYS: Illinois Statutes require that the County Board annually adopt a resolution specifying the holidays to be observed during the following calendar year for all employees, except as noted below:

10.40-1 EXCEPTIONS: Only the County-paid employees of the Circuit Court and Jury Commission shall comply with the Eleventh Judicial Circuit order on holidays.

10.40-2 FLOATING HOLIDAYS: Floating holiday schedules may be developed for employees of the County Sheriff, after meeting in January with the appropriate committee of the County Board, and complying with the following procedure:

- A) A list of holidays, which may be re-scheduled, will be provided in writing. This list shall not exceed the total number of granted holidays.
- B) Employees assigned or volunteering to work such days as authorized by the Department Head may take another day off within the calendar year in lieu of monetary payment.
- C) Floating holidays are intended to permit uninterrupted work schedules for some County departments while providing a benefit to County employees. This benefit is lost if the scheduling of alternate days off is too stringent. The

employee should be allowed some flexibility in taking those days off as long as it does not disrupt the work requirements of the department.

10.40-3 NON-WORKING HOLIDAY: When a holiday falls on a non-working day, the nearest adjacent workday shall be granted as the holiday.

10.40-4 WORKING HOLIDAY: In departments which have twenty-four (24) hour per day operations, a holiday shall be observed from midnight to midnight of the calendar day of the holiday. If more than half of the hours worked on any work shift period falls on the holiday, the complete work period shall be considered as time worked on this holiday. If less than half of the hours worked falls on the holiday, the complete work period shall be considered a normal workday.

10.40-5 HOLIDAY REGULATIONS: For the purpose of administration, the following regulations shall be observed:

- A) Employees who prefer to observe religious or ethnic holidays on days that are not listed in Section 10.40 above may use personal leave for such time.
- B) An employee must be on payroll on the workday immediately preceding and on the workday immediately following a holiday to be eligible for compensation for that holiday. On the payroll means employed by the County and not in a non-paid status.
- C) Part-time regular employees shall be compensated for holidays according to their normally scheduled workday. The holiday must fall on a day normally scheduled as a workday for part-time employees to be eligible for compensation.
- D) Holiday compensation shall be paid to full-time employees at their regular rate for the hours worked during a fixed holiday by one of the following methods, at the discretion of the Department Head:
 - 1) An alternate day off during the pay period in which the holiday occurs, or
 - 2) Compensatory time off at straight time of pay for the hours worked, or
 - 3) Cash payment for the holiday at straight pay (example: If the employee works eight (8) hours on the holiday he will receive holiday pay plus the eight (8) hours worked or double time for working the holiday.)
- E) If an employee is required to work beyond the normal scheduled workday, during an established workweek in which the employee received holiday pay, compensation for the additional hours is in accordance with the overtime policy, Section 10.55.
- F) When a holiday falls within a period of paid leave (i.e. sick leave, vacation leave, etc.) the holiday shall be paid and shall not be deducted.
- G) Shift employees not scheduled to work the holiday will be paid for the holiday.

10.40-6 EMERGENCY HOLIDAY PAY: Emergency holiday pay may be authorized in non-24 hour operations, limited to emergency maintenance or problem-solving action required by unusual situations. Any employee called from home on a fixed holiday shall be compensated for the holiday plus time and one-half for the actual hours worked.

10.41 VACATION

10.41-1 ENTITLEMENT AND ACCRUAL RATE: From the first day of employment, all regular full-time employees shall accrue vacation leave with pay, according to the following schedule. This rate as a corresponding hourly accrual rate, will be found at the end of this document as Appendix III. Application for vacation leave shall be in accordance with departmental policy. The following table shows the annual accrual of vacation days for eligible employees:

GENERAL				
Years Worked	General	Regional Planning Commission	AFSCME Highway Department	FOP Deputies
<1	10	10	10	10

<2	10	10	10	10
<3	10	10	10	10
<4	10	10	10	10
<5	10	10	10	10
<6	10	15	10	10
<7	15	15	15	15
<8	15	15	15	15
<9	15	15	15	15
<10	15	15	15	15
<11	15	15	15	15
<12	15	15	15	15
<13	15	15	15	15
<14	15	15	15	15
<15	15	15	15	15
<16	16	20	16	16
<17	17	20	17	17
<18	18	20	18	18
<19	19	20	19	19
<20	20	20	20	20
<21	20	20	21	21
>21	20	20	21	22

~~TOPS (Vacation and Sick Leave)~~

Years Worked	FOP Corrections (TOPS)	Labor MetCom (TOPS)	Nursing Home (TOPS)
<1	35	35	21
<2	35	35	25
<3	35	35	25
<4	35	35	25
<5	35	35	25
<6	35	35	31
<7	40	40	31
<8	40	40	31
<9	40	40	31
<10	40	40	31
<11	40	40	36
<12	40	40	36
<13	40	40	36
<14	40	40	36
<15	40	40	36
<16	41	41	36
<17	42	42	36
<18	43	43	36
<19	44	44	36
<20	45	45	36
<21	45	45	36
>21	45	45	36

10.41-2 PART-TIME EMPLOYEES: Part-time regular employees accrue vacation leave credit on the same continuous years of service basis as full-time employees except that it is pro-rated according to the number of hours actually worked. The formula for computing vacation leave is included as ~~Appendix II~~.

10.41-3 TAKING UNEARNED VACATION: No employee will be permitted to take vacation until completion of the evaluation period. Nor will an employee be allowed an advance leave or leave that has not been earned.

10.41-4 LIMITS ON ACCRUAL: No employee shall accumulate more than ~~one and one-half (1-1/2)~~ times the annual accumulation rate (normal hours worked biweekly times ~~twenty-six (26)~~ times the employee's hourly vacation accrual rate). Hours gained above this maximum will not be credited to the employee's vacation balance but will be forfeited. Only for the purpose of determining when forfeiture applies, the maximum annual accumulation for full-time employees shall be based on the ~~eighty (80)~~ hour biweekly work schedule. The only exception, shall be in the instance of an employee who has already been granted scheduled vacation time off, adequate to avoid forfeiting any accruals, and the Department Head or a circumstance beyond the employee's control prevents the taking of the scheduled vacation. In such cases, it shall be the Department Head's responsibility to document the circumstances in writing to the County Administrator's Office and consult with the employee to reschedule the vacation. In the case of payment for vacation, such as those hours remaining upon one's retirement, the employee shall not receive more than ~~one and one-half (1-1/2)~~ times the annual accumulation rate regardless of this provision or any other reason or provision.

10.41-5 SCHEDULING OF VACATION TIME: Since vacation leave is perceived to be a benefit for both the employee and the County, employees should be encouraged to use such leave. The Department Head will support this policy by preparing a schedule of appropriate times for taking of such leave and indicating, where known, the dates during which the department work load precludes employee scheduled absences.

10.41-6 PAYMENT UPON TERMINATION: An employee who is terminated is entitled to full payment for any unused vacation accrual.

10.41-7 NO ACCRUAL DURING UNPAID LEAVES OF ABSENCE: Vacation time shall not accrue during any approved unpaid leave of absence, except for military leave, or for any extended period when the employee is off the payroll because of a compensated injury.

10.41-8 MUST USE WHEN SICK LEAVE IS EXHAUSTED: Absences on account of sickness, injury, or other disability in excess of that authorized for such, shall be charged to vacation leave credit.

10.41-9 MAINTENANCE OF RECORDS: The Treasurer's Office shall maintain a record of vacation leave allowance, vacation leave taken, and unused balance for each employee.

10.41-10 USE OF APPROPRIATE FORM FOR REQUEST: For the purpose of administration of the vacation leave policy, each department shall have its own policy of tracking each employee's use of vacation leave.

10.42 SICK LEAVE

10.42-1 ENTITLEMENT: It is the policy of McLean County to provide protection for its full-time and part-time employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. It is a self-insurance program provided by the County and earned by the employee. It is not intended for a one-day vacation nor can it be used to extend vacation periods or holidays.

10.42-2 ACCRUAL RATE: All regular full-time and part-time County employees accrue sick leave credit at a hourly rate to be found at the end of this document as Appendix II. Sick leave may be accumulated to the maximum of seven hundred and twenty (720) hours. Employees of the County Nursing Home previously allowed a maximum of seven hundred and sixty (760) hours, shall now conform to the seven hundred and twenty (720) hours maximum. However, employees of the County Highway Department may accumulate a maximum of nine hundred and sixty (960) hours, as stated in their union contract. The following table shows the annual accrual of sick leave days for eligible employees:

GENERAL

General	Regional Planning Commission	AFSCME Highway Department	FOP Deputies
10	12	10	10

<u>TOPS</u>		
FOP Corrections (TOPS)	Labor MetCom (TOPS)	Nursing Home (TOPS)
6	5	6

10.42-3 TAKING UNEARNED SICK LEAVE NOT PERMITTED: No employee will be permitted to take leave if it has not yet been earned. An employee must have worked six (6) months for the County to be granted sick leave not to exceed the number of hours actually accrued. Sick leave shall be paid at full pay at the current rate of compensation.

10.42-4 PURPOSE OF SUCH LEAVE: Employees may utilize sick leave when they are too ill to report to work, in the event of injury, or for routine medical and dental appointments. Employees who are not covered by the TOPS system may also use sick leave to care for other persons within the employee's immediate family. The immediate family shall be defined here as an employee's parents, children, spouse and siblings. Exceptions for those beyond this definition may be made at the discretion of the Department Head. All foreseeable leave for such purposes shall require a specific prior approval of the Department Head; in the event of sick leave usage for any purpose, the Department Head may require the certificate of a medical doctor giving information as to the circumstances involved.

10.42-5 NOTIFICATION OF DEPARTMENT HEAD: Each Department Head will develop a procedure for notification, either to Department Head or other supervisor, by employees when unable to work. During authorized sick leave, an employee must notify the Department Head periodically so that the Department Head may plan on the return. This may be waived in the event of confinement or illness for a specific period of time as indicated in a physician's statement. The standard procedure for use of sick leave benefits is as follows:

- A) An employee on sick leave shall inform the Department Head or designated supervisor of the facts and the reason for the absence as soon as possible. Failure to do so within one (1) hour of commencement of duty on the first (1st) day of illness may be cause for denial of the sick leave pay for the period of absence.
- B) Absence for part of a day that is chargeable to sick leave shall be charged proportionately in an amount not smaller than one quarter of (0.25) an hour.
- C) An employee returning to work after an extended illness may be required to be examined by the County physician, who will prepare a statement substantiating that the employee may return to work. The County's physician's finding is binding.
- D) Employees who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time, including FMLA, must request a leave of absence without pay. Failure to apply for a leave of absence for extended illness upon expiration of all such benefits will result in automatic termination. The procedure for application for leave of absence without pay is defined at ~~Section 10.47~~.
- E) Immediately upon commencement or termination of FMLA/IMRF disability leave, the Department Head shall send a Payroll Change Form to the County Administrator's Office, including any additional paperwork such as employer certificate of disability, physician's note, and FMLA forms.
- F) Any absence of three (3) working days or longer may require a physician's statement of release and verification substantiating that the employee may return to work. In addition, the Department Head may request a physician's statement of verification of absence of shorter periods of time. An employee returning to work after an illness may be required to be examined by the County physician.
- G) Notice of an employee's desire to return to work after an illness of one week or more must be given to the Department Head no less than twenty-four (24) hours in advance.

10.42-6 DEPARTMENT HEAD AUTHORITY TO SEND HOME: Department Heads or any authorized authority may direct an employee who appears ill to leave work. In such instances, this time off shall be charged to sick leave.

10.42-7 EXCLUDED FROM OVERTIME BASE: Sick pay for hours not worked may or may not be excluded when computing overtime for the workweek in which it was taken. Determination will be made in accordance with the stipulations of Section 10.55-3.

10.42-8 RATE OF PAY FOR SICK TIME: An employee shall be paid sick leave equivalent to the normally scheduled straight time day.

10.42-9 MAINTENANCE OF RECORDS: The Treasurer's Office shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual employees.

10.42-10 RESULTS OF IMPROPER USE OR REPORTING: An employee fraudulently obtaining sick leave or an appointed Department Head falsely certifying sick leave allowance for absence from work may be suspended or dismissed.

10.42-11 EFFECT OF WORKER'S COMPENSATION PAYMENTS: Employees who are injured on the job and have lost time from the job because of their injury may not receive sick leave payments once Worker's Compensation Insurance payments begin.

10.42-12 BALANCE NOT PAID UPON TERMINATION: Upon termination from County service, accumulated but unused sick leave benefits will not be paid.

10.43 MILITARY LEAVE: In order to encourage participation and support of the armed services reserve and Illinois National Guard forces, the County encourages its employees to participate in the exercise of this patriotic duty. This policy holds true for employees whether they join before or after employment with the County.

10.43-1 ANNUAL TRAINING AND ACTIVE DUTY LEAVE: An employee who is a member of a reserve component of the armed services or the Illinois National Guard shall be granted annual training leave and leave for active duty. The County shall pay the difference between the government allowance and the employee's base salary for basic training and up to sixty (60) days of special or advanced training per year, and for the duration of any active duty resulting from a Presidential order. Military training leave shall be granted without the loss of general leave time.

10.43-2 COMPENSATION: An employee on Military Leave status who applies for County compensation to make up the difference between military base pay received and their regular straight-time County wage or salary, shall submit copies of all military pay stubs or leave and earnings statements for any pay period for which compensation is requested within sixty (60) days of release from active duty. If an employee chooses not to remit said military pay stubs or leave and earnings statements, no portion of County wages will be paid to the employee. If twenty (20%) percent or more of County employees are mobilized for active duty, compensation shall be limited to two (2) workweeks per year.

10.43-3 BENEFITS: Eligibility for County health plans, employee pension plans and seniority-based benefits will be governed by the requirements of applicable state and federal law, specifically the Uniformed Services Employment and Reemployment Rights Act of 1994 and the Local Government Employees Benefits Continuation Act (50 ILCS 140).

10.44 JURY DUTY AND COURT APPEARANCES

10.44-1 RIGHT TO SERVE: Upon notice to the Department Head, full-time or part-time employees shall be permitted authorized absence from duty for appearances in court because of jury service and obedience to subpoena or by direction of proper authority.

10.44-2 JURY DUTY PAID AS WORK HOURS: Said absence from duty will be with full pay for each day the employee serves on jury duty or testifies as a witness, including necessary travel time. Upon performing such service, the employee will sign a waiver of the allowable per diem as such performance of duty is considered time worked. Travel time, however, will be paid. The employee will report to work when not required to be in court during regular work hours.

10.44-3 CARRY OVER PROHIBITED: Attendance in court in connection with an employee's official usual duty or in connection with a case in which the County of McLean is a party, together with travel time necessarily involved, shall not be considered absence from duty within the meaning of this policy.

10.44-4 ABSENCE WITHOUT PAY WHEN COURT APPEARANCE IS NOT WORK RELATED: Said absence from duty will be without pay when an employee appears in private litigation to which the County of McLean is not a party.

10.44-5 VERIFICATION OF JURY DUTY: Employees may be required to provide written verification of their jury service, including dates of service and the date and time of their release from service.

10.45 BEREAVEMENT LEAVE: An employee may be absent with pay from work for a period of up to three (3) working days due to a death in the immediate family. The immediate family shall be defined here as the employee's parents, children, spouse, siblings, grandparents, grandchildren, and in-laws. Exceptions for those beyond this definition may be made at the discretion of the Department Head. Department Heads may grant additional time in unusual circumstances. Department Heads, additionally, shall have the authority to grant bereavement leave in hourly increments for situations other than those listed above.

10.46 PERSONAL LEAVE: Personal leave is granted by the County and is designed to be a flexible form of paid leave. It may be used for any reason that an employee sees necessary. Unless the reason for personal leave is an emergency situation, precluding the making of prior arrangements, the leave is to be scheduled with the consent of the employee's supervisor far enough in advance to keep personal leave days geared both to operation needs of the County and the convenience of the employee.

10.46-1 PURPOSE AND AMOUNT: Personal time leave is granted for discretionary purposes to every full-time County employee in the amount of two (2) days at the beginning of each fiscal year. Employees hired after the beginning of the fiscal year shall be granted the pro-rata amount of personal time for that year, based on date of hire. All uses of personal leave shall be charged in fifteen (15) minute increments.

10.46-2 CARRY OVER PROHIBITED: It is not permissible to carry over unused personal leave from one (1) fiscal year to another, therefore, unused personal time shall expire at the end of the fiscal year. Additionally, upon termination of an employee, any unused personal leave will not be paid.

10.47 LEAVES OF ABSENCE WITHOUT PAY

10.47-1 DISABILITY LEAVE: Work Connected Injury or Occupational Disease. Any employee of McLean County who suffers injury or occupational disease as a result of a work connected accident or condition shall, upon proper investigation and authentication, be granted leave and shall be entitled to compensation as provided by the Illinois State Worker's Compensation laws (820 ILCS 305 et seq.).

- A) Temporary Total Disability (TTD) - If the periods of TTD for work lasts more than three working days, weekly compensation shall be paid beginning of the fourth (4th) day of such TTD and continues as long as the TTD lasts. In cases where the TTD for work continues for a period of ~~fourteen (14)~~ days or more from the day of the accident, compensation shall commence on the day after the accident.
- 1) For a period of TTD from work lasting three (3) days or less, the employee may use sick leave, or if no sick leave is available, any benefit time which is available.
 - 2) McLean County will continue to pay benefit insurance premiums for the employee for the period of short term disability up to a maximum of two (2) months beyond the month in which the TTD commenced.
 - 3) The employee shall contact the office of the McLean County Treasurer to arrange dependent insurance coverage payments.
- B) Total Permanent Disability (TPD) - Total permanent disability is complete disability which renders the employee permanently unable to do any kind of work for which there is a reasonably expected employment market.
- 1) Upon a determination by Worker's Compensation agent that TPD for work exists, the employee will be removed from the payroll.
 - 2) The employee shall contact the McLean County Board Office for assistance and direction regarding conversion, if available, of any current benefit programs.

- C) Law Enforcement Officers - Law Enforcement Officers employed by the County who suffer any injury in the line of duty which causes the employee to be unable to perform their duties, shall continue to be paid by the County on the same basis as before the injury, without deduction from sick leave credits, compensatory time or general leave for as long as the injury lasts, but no longer than one (1) year. An injured officer, under this policy, may not be employed in any other manner, with or without pay. (5 ILCS 345.01 et seq.).

10.47-2 EXTENDED LEAVES OF ABSENCE:

- A) At the employee's option, vacation leave and compensatory time off accumulated may be used for personal obligations requiring leaves of absence for longer duration than the personal leave provided in Section 10.46.
- B) The employee must request leave without pay from the Department Head in writing for leave in excess of available or accumulated paid time off before said leave is taken.
- C) Leave under this section or extension thereof, must be approved by the Department Head, the County Administrator and the appropriate committee of the County Board.
- D) As soon as the leave is granted (or when it is extended), the Department Head should forward a Payroll Change Form to the County Administrator noting that the employee is on leave.
- E) An employee on an extended leave of absence, without pay, does not accrue vacation leave or sick leave credit for the period of the unpaid leave of absence. Such employees may continue medical insurance coverage and life insurance coverage, but only where the employee pays the total cost of such participation while on unpaid leave of absence. Such employees continue I.M.R.F. participation according to the rules and regulations established by I.M.R.F.

10.47-3 FAMILY AND MEDICAL LEAVE: McLean County will provide all eligible employees and officials with up to twelve (12) weeks of family and/or medical leave during any twelve (12) month period, whether paid or unpaid, as required by the federal Family and Medical Leave Act of 1993. However, all employees shall exhaust all paid leave available, prior to going on unpaid leave.

- A) Employees eligible - To be eligible for leave, an employee must qualify for I.M.R.F. coverage (1,000 hours per year standard) AND either:
- 1) Successfully complete the initial evaluation period with the County, or
 - 2) Complete one (1) year of employment with the County, whichever occurs first.
- B) Usage - The following situations are allowable under the Family and Medical Leave Policy:
- 1) Care of an employee's child, including birth or placement for adoption or foster care.
 - 2) Care of a child, spouse, or parent with a serious health condition.
 - 3) A serious health condition which makes the employee unable to perform the employee's job.
- C) Length of Leave - An employee may take twelve (12) work weeks of unpaid leave per each twelve (12) month period of employment, inclusive of any paid leave for the same purpose. In the case of a birth or adoption, the leave option expires one (1) year after the event. This leave is based on a rolling twelve (12) months period for the individual employee, not on a calendar basis.
- D) Intermittent leave up to twelve (12) weeks, per twelve (12) months period may be taken if medically necessary. However, a request for intermittent leave requires consent by McLean County. This shall be approved by the Department Head, only if the Department Head determines that such action would have no detrimental effect on the operations of the department. All other such requests shall be denied.
- E) Health Coverage - During the term of leave, McLean County will continue to pay its share of an employee's health coverage. If the employee fails to return to work, unless such failure is due to continuation of a medical condition or circumstances beyond the employee's control, the employee must repay McLean County the full cost of health coverage paid during the leave period.

10.48 TOPS PROGRAM AT THE JUVENILE DETENTION CENTER

10.48-1 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 McLean County Juvenile Detention Center with the necessary staff to maintain its functions at an effective level.

10.48-2 ELIGIBILITY: This TOPS (Time Off Paid System) Program shall apply to all employees at the McLean County Juvenile Detention Center who are involved in continuous operations, i.e. those positions which must be staffed on a ~~twenty-four (24)~~ hour per day, ~~three hundred and sixty-five (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.

All detention staff employees, with the exceptions of the Superintendent, Assistant Superintendent, and support staff, who otherwise are eligible for leave are covered by this TOPS program.

10.48-3 REGULATIONS:

- A) The Superintendent/Assistant Superintendent retain the right to schedule detention staff in order to maintain adequate staff, to provide the services expected in the department. Therefore, the Superintendent/Assistant Superintendent has the authority to determine 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, continuous length of service with the County will be given preference.
- B) Regular TOPS and TOPS Reserve Hours are accrued based on the number of hours paid by McLean County. During an employee's evaluation period, Regular TOPS time can only be used as authorized by the Superintendent/Assistant Superintendent.
- C) Regular TOPS hours (other than illness) must be scheduled through the supervisor.
- D) A minimum of ~~one hundred and twenty (120)~~ hours of Regular TOPS must be taken each year after the first ~~(15)~~ year of employment; during the remainder of the calendar year in which employment under the TOPS program begins, a minimum average of ten (10) hours per month must be taken. After six (6) years of service the minimum increases to ~~one hundred and sixty (160)~~ hours.

Failure to take the minimum hours off shall result in forfeiture of the excess hours (120 or 160 minus the hours actually taken off), unless such failure is due to the cancellation of scheduled hours off by the County. This forfeiture shall occur at the time of the "sell back" described in ~~Sections 10.48-3(E) and 10.48-6~~

- E) Individuals 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 in November upon the close of the first payroll period ending in that month.
- F) Regular TOPS hours may be accumulated to a maximum of two (2) times the annual rate of accrual.
- G) Regular TOPS hours may not be used after notice of resignation has been given.
- H) All time off that is paid will be charged to the 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.
- I) An individual scheduled to work a holiday who fails to work the 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 shift supervisor or appropriate Department Head. For purposes of this provision, the holidays are those adopted by the McLean County Board except that, for those which occur on a weekend and are moved to a weekday, they shall retain their original (weekend) date.

An individual so 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 TOPS time for the day.

RATE OF ACCRUAL OF REGULAR TOPS HOURS

YEARS	AMOUNT EARNED PER HOUR	PROJECTED HOURS	PROJECTED DAYS
0-6	.1193	248	31
7-15	.1385	288	36
16	.1423	296	37
17	.1462	304	38
18	.1500	312	39
19	.1539	320	40
20	.1577	328	41

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

10.48-4 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, serious medical problems, or outpatient surgery.

RATE OF ACCRUAL FOR RESERVE ACCOUNT HOURS

AMOUNT EARNED PER HOUR	PROJECTED HOURS YEARLY	PROJECTED DAYS YEARLY
.0193	40	5

10.48-5 RESERVE ACCOUNT REGULATIONS:

A) A Reserve Account may accumulate up to a maximum of ~~seven hundred and twenty (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 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 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.

10.48-6 SELL BACK AT RETIREMENT, RESIGNATION OR GOING FROM BENEFIT ELIGIBLE TO NON-ELIGIBLE:

In the event that an individual voluntarily leaves or retires from employment of the Juvenile Detention Center, or goes from benefit eligible to non-eligible (if employed one (1) year or longer), there is a special sell back feature so that the individual does not forfeit the benefits he/she accumulated. At resignation/retirement, or loss of benefit eligibility sell back of one-half (1/2) of the hours in the Regular TOPS hours account at the current hourly salary and the other one-half (1/2) at the percentage of the current hourly salary as shown in the following chart is allowed:

Less than 1 year	0%
1 year or more; less than 2 years of eligible service	55%
2 years or more; less than 5 years of eligible service	70%
5 years or more; less than 10 years of eligible service	80%
10 years or more of eligible service	100%

Upon resignation/retirement, all eligible hours will be forfeited, unless at least two (2) weeks written notice is give, except that the employee shall receive payment for one-half (1/2) of the hours remaining in the Regular TOPS hours account at the respective current hourly rate.

10.48-7 PERMANENT CHANGES OF ELIGIBILITY STATUS FOR TOPS:

Going from the TOPS plan to any non-TOPS plan in the County, an individual may elect one (1) of the following options:

- A) To be paid Regular TOPS hours at the appropriate "sell back" rate down to a minimum of ~~forty (40)~~ hours; and convert Reserve Hours earned plus ~~forty (40)~~ Regular TOPS hours to sick time; or
- B) To convert Regular TOPS hours to vacation hours at a maximum of ~~one and one-half (1 1/2)~~ times the new maximum accumulation rate; be paid Regular TOPS hours at the appropriate "sell back" rate for excess hours not converted to vacation down to a minimum of ~~forty (40)~~ hours; and convert Reserve Hours earned plus ~~forty (40)~~ Regular TOPS hours to sick time.

ARTICLE 5
POSITION CLASSIFICATION PLAN AND PAY PLAN

10.50 POSITION CLASSIFICATION PLAN: It is the purpose of the McLean County Position Classification Plan to ensure that:

- A) Positions are appropriately classified and class specifications are up to date and in compliance with the Americans with Disabilities Act (ADA), including the development of new class specifications and position allocations, as necessary;
- B) The relative internal ranking of the classifications with respect to assigned duties and responsibilities are up to date and based on a proven system of job evaluation reflective of the values of McLean County;
- C) The County's existing pay structure, on a classification-by-classification basis, is competitive with other comparable public and private sector organizations with comparable functions;
- D) The County's current policies and procedures for administering the classification and salary plans are up to date with common practices.
- E) ~~Only those Court Services positions that have been approved by the Administrative Office of the Illinois Courts (AOIC) are included.~~

10.50-1 RESPONSIBILITY: The County Administrator shall establish and maintain a Position Classification Plan that provides the basis for recruitment, selection, promotion, career training and development, and compensation of County employees (Position Appraisal Method Table).

10.50-2 DEFINITIONS USED IN POSITION CLASSIFICATION PLAN:

Class - A group of positions in the County personnel system sufficiently similar in duties, responsibilities, and minimum requirements of training and experience, so that the positions may easily be compared and ranked to achieve equity of treatment.

Classification - The process of allocating positions to classes of work and classes of pay grades, so individuals are employed and compensated on the basis of merit, fitness, and actual duties and responsibilities so that there exists equal pay for equal work. McLean County uses a position classification system entitled Position Appraisal Method (PAM), originally implemented by Public Administration Service, Inc (PAS), to maintain the position classification and pay plan.

Grade or Pay Grade - The numerical designation of a fixed salary range assigned to a position, class, or group of classes.

Position - An individual job within the County's personnel system.

Position Description - A detailed written description of the specific duties typically assigned to and performed by a particular employee in a particular job class.

10.50-3 ALLOCATION OF POSITIONS: The Position Classification Plan (see Position Appraisal Method Table) establishes that:

- A) The PAM Table shall allocate positions to the appropriate classes;
- B) A class may include either a single position or two ~~(2)~~ or more positions;

- C) Each position shall have a Position Description that includes:
- 1) A concise, descriptive title.
 - 2) A description of the duties and responsibilities of the position.
 - 3) A statement of the desirable qualifications for the position.

10.50-4 MAINTENANCE OF THE CLASSIFICATION PLAN: The Position Classification Plan shall be maintained as follows:

- A) Whenever a hiring authority desires to establish a new position, or to substantially change the duties of an existing position to the degree that a new position would be created, the hiring authority shall make a request to the County Administrator, who shall research the request and recommend appropriate action (by using either the New Position Request or the Position Reclassification Request). A higher level class in a series should not be established solely for the purpose of providing additional compensation to tenured employees when the work to be performed by the higher class is substantially the same as the lower class. Except in extraordinary circumstances, new positions and position reclassifications are normally approved as part of the annual budget process and must be approved by the Finance Committee.
- B) The County Administrator may periodically review any or all positions using the Position Appraisal Method and report recommendations to the Finance Committee and the affected departments. Departments and offices shall review current position descriptions and recommend changes needed to the County Administrator, who shall maintain the official position descriptions.
- C) Any employee may request, in writing, that the County Administrator review the classification of their position. The County Administrator shall use the Position Reclassification Form to recommend such a change.

10.50-5 RESPONSIBILITY FOR INTERPRETATION: The County Administrator shall be responsible for the interpretation of the Positions Classification Plan. The class specifications are descriptive and not restrictive.

10.50-6 AMENDMENTS, ADJUSTMENTS AND REALLOCATIONS: The addition of classes, the reallocation of positions, and the adjustments of positions and any substantial alteration of the Plan is normally performed as part of the annual budget process and is subject to the approval of the County Board.

10.50-7 PROCEDURE FOR USING POSITION DESCRIPTIONS:

- A) The County Administrator shall maintain Countywide position descriptions. Department Heads are responsible for the periodic review and changes to positions within their departments.
- B) Department Heads shall request any changes they believe to be necessary by notifying the County Administrator, who shall recommend any such changes by using either the New Position Request or the Position Reclassification Request. The County Administrator shall also report any and all recommendations to the Finance Committee and all affected departments.
- C) Position descriptions are important not only for maintenance of the pay system, but for use in recruitment, selection, training, establishing promotional ladders, safety evaluation, etc. Position descriptions will often be required for use in these areas. They should be utilized in evaluation of employees on the basis of performance of assigned duties.

10.50-8 LOCATION OF POSITION DESCRIPTIONS: A complete inventory of all position descriptions shall be on file in the County Administrator's Office.

10.51 EXPLANATION OF POSITION SPECIFICATIONS: Classifications of all positions are specified in the Class Codes Listings, and are identified by unique four (4) digit class codes. They are classified under nine (9) different service types, then further divided under more specific class titles, and finally each listed separately:

- A) Administrative Support and Administrative Service (0XXX)- Administrative Support, Accounting and Financial, Computer/Information, and Administrative and Executive.
- B) Legal and Judicial Services (1XXX)- Legal, Judicial, and Probation.

- C) Community Services (2XXX)- Animal Control, Coroner, Recreation, Children, and Veterans.
- D) Public Safety Services (3XXX)- Law Enforcement, Emergency Communication, Emergency/Disaster, and Building Security.
- E) Detention Services (4XXX)- Juvenile Detention and Adult Correction.
- F) Property Assessment Services (5XXX)
- G) County Development Services (6XXX)- Code Compliance, Planning, and Engineering.
- H) Highway, Facilities, and Equipment Maintenance Services (7XXX)- Highway, Facilities, Parks, and Equipment.
- I) Health Services (8XXX)- Nursing, Nutrition, Health Programs, Social, and Environmental Health.

10.51-1 CLASS TITLE: The class title is intended to provide a brief but descriptive name for positions in the classification. By using the class title on payrolls, budget estimates, personnel reports, and other official forms and reports dealing with positions or personnel, a common understanding of the positions will be provided.

10.51-2 SUMMARY: This section consists of a one paragraph brief of the class, or the class concept. It describes the type of work performed, as well as the general area of work and responsibility level. Other information stated includes how this class is different from classes closely related, any lead responsibilities or supervision provided, and the nature in which assignments are received and work is reviewed.

10.51-3 SUPERVISORY RESPONSIBILITIES: This section briefly describes and clarifies the supervisory responsibilities of the class, typically in one sentence. It should indicate whether the supervision is direct or indirect (through intermediary supervisors) and the size of the staff supervised in terms of small, medium, large-sized, etc. Also, this section should include a description of the classes of employees supervised, or by characterizing supervised employees by functional types.

10.51-4 ESSENTIAL DUTIES AND RESPONSIBILITIES: This section gives specific examples of tasks which illustrate the kind of work performed described in previous sections. The examples should be somewhat common in most of the positions of that class, as well as show a range of different duties. While not every duty will be listed, the important or major assignments should be listed along with those most frequently performed. Also, various types of equipment and machinery used should be described if they are an essential part of the duties.

10.51-5 KNOWLEDGE, SKILLS AND ABILITIES: In this section of the class specification, the knowledge, skills and abilities required to begin effective work in positions which are allocated to this class should be listed. Knowledge should typically refer to and discuss an organized body of information, usually factual or procedural. Knowledge shall be described on three (3) different levels, and shall be listed in the position specification in descending order:

- A) Considerable Knowledge- Implies sufficient knowledge in a field to perform most work with little direct supervision, including common and varied, irregular, and out-of-the ordinary work situations.
- B) Knowledge- Implies sufficient familiarity with the general types of work involved to be able to proceed with standard duties after familiarization with the organization and its standard procedures.
- C) Some Knowledge- Implies sufficient familiarity with the subject to know some elementary principles and terminology, to be able to perform in a limited range of work situations, and to understand simpler problems encountered.

A skill refers to the manipulative motor skills; however, these physical skills may be included as abilities. Abilities have to do with physical and/or innate capabilities by or through which people give effect to, apply, or utilized knowledge.

10.51-6 MINIMUM EDUCATION AND EXPERIENCE: This section specifies the type and amount of previous work experience and the type and amount of previous formal education required (if any) which a candidate should possess. Such requirements are used as basic screening devices. Education should be listed first, identifying the type of relevant education required. Experience should be listed second, and identify the length and type of experience required.

- A) Some experience- Implies a small amount of experience sufficient to enable persons to have general familiarity with methods and terminology in common work situations of the occupational field. (This may be in the general range of no experience to two ~~2~~ years of experience but will vary depending on how relevant and how recent it is.)
- B) Experience- Implies sufficient experience to perform independently the standard duties usually found in the particular type of work. (This experience may be in the range of two ~~2~~ to four ~~4~~ years.)
- C) Considerable experience- Implies sufficient experience to provide familiarity with principles and practices applicable to a wide variety of work characteristics of the class, including unusual as well as commonplace work situations. (This experience may be in the range of four ~~4~~ to six ~~6~~ years.)

10.51-7 CERTIFICATES, LICENSES, REGISTRATIONS: This section is for listing any legal requirements, certifications, and/or regulations that limit the practice of a profession or occupation to persons who possess a specific requirement. There may also be very specific prerequisites to certain classes that must be met before otherwise qualifying.

10.51-8 PHYSICAL ATTRIBUTES/DEMANDS: This section describes the physical demands of the job and the physical attributes required to perform the essential duties and responsibilities. The physical activities required of the job should be listed, as well as the frequency with which they are done. If physical activities such as carrying or moving are required, describe the type of objects carried or moved and the approximate range of weight of items carried. Describe required operation of equipment in this section and the frequency.

10.51-9 WORK ENVIRONMENT: This section should describe the work environment or setting of the job. Describe the environment or setting in which the job is primarily performed, any secondary setting and the frequency. Indicate elements or hazards an employee performing this job will typically be exposed to, protective equipment required and the frequency of such conditions.

10.52 THE PAY PLAN - COMPOSITION AND DEFINITION

10.52-1 COMPOSITION: The pay plan shall consist of the Position Classification and Pay Ranges for the fiscal year and the narrative document entitled General Compensation Plan for Non-Union Employees. The Position Classification and Pay Ranges for the fiscal year consists of minimum, midpoint, and maximum rates of pay, and is updated annually.

10.52-2 DEFINITIONS:

- A) Oversight Committee- The County Board committee assigned the responsibility of reviewing personnel salaries.
- B) AOIC (The Administrative Office of the Illinois Courts Probation Division)- Provisions which reference the AOIC only apply when the personnel involved are professional employees in the Court Services Department.
- C) General Employees- All professional, technical, administrative and support employees of McLean County whose annual salaries are determined in accordance with the McLean County General Compensation Schedule.
- D) Permanent Employees- Employees whose positions are recognized in the annual McLean County Budget as full-time (0503.xxxx account number) or part-time (0515.xxxx account number) and who have every expectation that their employment in that classification will continue from year to year without interruption.
- E) Promotion- A change in an employee's position classification to a position classification which has a higher pay range.
- F) Demotion- A change in an employee's position classification to a position classification which has a lower pay range.

- G) Transfer- A change in an employee's position classification to a position classification which has the same pay range, or lateral transfer.
- H) Merit Anniversary Date- The date on which an employee is eligible for consideration for a salary increase based on performance.
- I) Position Appraisal Method (PAM)- A system for evaluating and maintaining internal job relationships within the McLean County personnel system, implemented July 1, 2000.

10.52-3 ANNUAL SALARY ADJUSTMENTS: All employees included in the Position Classification shall receive any across-the-board salary adjustment which is applied to their respective salary schedules.

10.52-4 PHILOSOPHY RELATED TO STEP PROGRESSION: All pay grades in the Position Classification contain a range of salary rates, which allow employees in the same pay grade of the compensation system to receive different rates of pay.

- A) Pay Progression- McLean County expects its employees to progress along a salary range on some basis other than, and in addition to, any cost of living pay increases. This may take the form of a longevity system which is based on one's length of service, or a performance based system which provides merit.
- B) Merit Increases- McLean County believes that performance measurements and achievement provide the best methodology for determining pay progression. This allows an employee's rate of pay to be determined by the employee's own performance and value to the organization. It provides the department with an incentive tool to achieve departmental and organizational goals and encourages all employees to reach their maximum potential. Such increases also allow the department to differentiate among employees in order to recognize individuals whose performance is superior, as well as those who need to improve. We also recognize that the "average" or "satisfactory" employee should progress on the salary range in that their additional year of service has benefited the County. However, this component of pay progression is a minor portion of an employee's merit increase.
- C) Competency- The salary ranges adopted by McLean County are structured so that the midpoint of each such range represents "competency." Such competency is not just an indication that the employee has the necessary knowledge, skills, and abilities to perform the duties and responsibilities of the position, but also that the employee knows and understands the environment, including, as appropriate to the position, the political structure, other employees, outside contacts, etc.
- D) Beyond Competency- Progression along those wage steps which are above the midpoint of the salary range are reserved for employees whose performance consistently goes beyond competency. Advancement along these steps requires that the employee adds value to the position and the organization through their achievements on behalf of the organization.
- E) Maximum Limits- The salary range recognizes that there is a limit to the amount of achievement and value which an individual, by nature of the specific position classification which the employee occupies, can bring to the organization. Once an employee reaches the maximum salary rate for the position classification, the employee's annual compensation rate, albeit no longer progressing, rewards continual efforts and achievements.

10.52-5 EVALUATIONS AND MERIT INCREASES:

- A) All merit increases require that a performance evaluation form, satisfactory to the County Administrator's Office and, as applicable, to the AOIC, be submitted to the County Administrator's Office along with the merit increase request, i.e. a completed Payroll Change Form. Whether or not the employee receives a merit increase, the evaluation form shall be sent to the County Administrator's Office no later than the Merit Anniversary Date. Said form shall be returned by that office to the Department Head within two (2) weeks.
- B) All merit increases require an average evaluation score consistent with the merit step chart detailed in Section 10.52-7. Beyond the level of competency, i.e. the midpoint of the salary range, progression should become more difficult as the overall performance of the employee must be above that level required by the position. Thus, the

amount of progression is less when the employee approaches midpoint and is further reduced as the employee progresses toward the maximum of the range.

- C) The County Administrator's Office may reject a merit increase, pending a review and decision by the Oversight Committee and, as applicable, the AOIC. Such action shall be based on the belief that merit increase(s) within a department are not consistent with merit principles or with the provisions of this compensation plan.
- D) The County Administrator's Office shall reject any request for a merit increase which does not conform to the provisions of this compensation plan or to the requirements of the performance evaluation instrument and instructions.

10.52-6 ESTABLISHING SALARIES:

- A) New Hires- In order to recognize the value of long-term employees and to avoid wage compression within a pay grade, new hires should be employed at the minimum rate of their respective pay grades. If any position classification on the Position Classification includes employees scheduled for both a ~~thirty-seven and one-half (37 1/2)~~ hour workweek and a ~~forty (40)~~ hour workweek, the minimum and maximum hourly rate for that position classification shall be the minimum and maximum hourly rate for those on the ~~forty (40)~~ hour workweek schedule.

Each Department Head is authorized to offer a starting rate above the minimum, if necessary to employ a qualified candidate, subject to the following:

- 1) Department Head Discretion- The Department Head may offer a starting rate up to a maximum of ~~ten (10)~~ steps above the minimum rate to a candidate for any position classification.
 - 2) Impacted Positions List- Candidates for position classifications requested by the County Administrator and approved by the Oversight Committee as "impacted" due to the difficulty of attracting and retaining qualified employees shall be eligible for the following, in addition to A)1) above:
 - a) Experience Credit- The employee may receive a maximum of an additional ~~three (3)~~ steps of the minimum starting rate for each year of experience which is directly related to the position with the County, limited to a total additional maximum of ~~twelve (12)~~ steps.
 - b) Education Credit- A professional employee may receive a maximum of an additional ~~eight (8)~~ steps of the minimum starting rate for an educational degree which is directly related to the position with the County and which is above the educational requirements for the position classification.
 - c) The County Administrator may approve a maximum of an additional ~~ten (10)~~ steps, if, in the County Administrator's judgment, it is in the best interests of the County and necessary to attract the qualified employee.
 - 3) Elected officials or Department Heads who believe the Department Head Discretion and Impacted Position policies would result in an insufficient starting rate for a candidate or vacancy must notify the County Administrator in sufficient time prior to the meeting of the Oversight Committee that they wish to request that the Oversight Committee set a higher starting rate for a particular candidate or vacancy. The Oversight Committee shall require a report from the County Administrator as to adjustments, if any, in the PAM Factors for the subject position.
- B) Promotions- A promoted employee shall generally receive a ~~five (5%) percent~~ increase but not less than the minimum nor more than the maximum rate of the pay range for the employee's new position classification. Also, the increase may exceed ~~five (5%) percent~~ if the change in the employee's merit date is disadvantageous; in which case an additional percentage shall be added by calculating the number of months of merit lost by the employee and multiplying that by the potential merit increase in the employee's previous position classification. The exact increase shall be determined by the County Administrator in consultation with the Department Head. Any increase exceeding ~~ten (10%) percent~~, unless necessary to reach the minimum of the new salary range, requires the consent of the Oversight Committee and, as applicable, the AOIC. The employee's merit anniversary date will be the date of the promotion.

- C) Demotions- A demoted employee shall receive the same step in the new salary range as received of the previous (higher) salary range. However, in cases where an employee is returned to a previously held position during an evaluation period, they shall receive the same pay rate as received prior to being promoted. The extent of the decrease may be lessened if, projected over the next ~~twelve (12)~~ months, this would result in a loss greater than the percentage differential between the two ~~(2)~~ salary ranges. Also, the decrease may be lessened if the change in the employee's merit date is disadvantageous; in which case an additional percentage shall be added by calculating the number of months of merit lost by the employee and multiplying that by the potential merit increase in the previous position classification. Also, the Department Head may consult with the County Administrator's Office concerning possible arrangements to withhold future increases to mitigate the extent of present salary loss to the employee. Any such arrangement requires the written consent of the employee and must be reported to the Oversight Committee and, as applicable, the AOIC. The employee's merit anniversary date will be the date of the demotion.
- D) Transfers- Transferred employees shall retain their present salary and merit anniversary date. If an employee transfers from one department to another within four (4) months of the next Merit Anniversary Date, the department receiving the employee may request that the employee's performance evaluation be completed by their previous department.

10.52-7 MERIT INCREASES:

- A) Eligibility- All permanent employees shall be eligible for merit increase consideration on their merit anniversary dates. Each employee eligible for a merit increase shall be evaluated in accordance with this compensation plan and the requirements of the evaluation instrument and instructions under departmental procedures so that said evaluation is completed and discussed with the employee prior to the actual Merit Anniversary Date. In the case of part-time employees, the actual Merit Anniversary Date shall not be considered to have occurred unless the employee has at least ~~nine hundred (900)~~ hours of actual work hours (including benefit time) since the last merit increase (or ~~four hundred and fifty (450)~~ hours when the first merit increase is six ~~(6)~~ months from the date of hire). The merit increase shall be effective at the beginning of the payroll period:
- 1) During which the employee's Merit Anniversary Date falls, assuming that the employee is normally scheduled to work on or after that date during that payroll period, if the Evaluation Form and Payroll Change Form are received in a timely manner; or
 - 2) At the beginning of the next payroll period following the receipt of the Evaluation Form and Payroll Change Form by the County Administrator's Office, if these materials are late.
- B) Evaluation Period- All newly hired employees shall serve a six ~~(6)~~ month evaluation period which may be extended by the Department Head if additional time is necessary in order to properly evaluate the employee's prospect of success in the position. All such extensions must be reported in writing to the County Administrator's Office. Employees who successfully complete their evaluation period, except as noted, shall receive an increase of a maximum of steps indicated by the charts in subsection C), and the end of the evaluation period shall be their merit anniversary date. Those employees who start at step 11 or above of the pay grade for the position classification shall retain their employment date as their merit anniversary date, regardless of the ending date of their evaluation period.
- C) Merit Increase Ranges- Employees who qualify for merit increases shall receive salary increases in accordance with the following schedules. Each step equals ~~one-half or one (1/2%)~~ percent of the minimum salary for the particular pay grade and salary schedule. All evaluation scores are based on a total of five (5) possible points. The step columns refer to the employees' current step (prior to receiving this merit increase). For certain employees in the Court Services Department, who are under the jurisdiction of the AOIC, it is recognized that those below the midpoint of their respective salary ranges also receive merit and longevity credit within any annual salary adjustment, as described in ~~Section~~ 10.52-3.

COMPENSATION SCHEDULE: EMPLOYEES RANGE 13 AND HIGHER

Evaluation Score	Employee's Current Step	Employee's # Steps	Employee's Current Step	Employee's # Steps	Employee's Current Step	Employee's # Steps	Employee's Current Step	Employee's # Steps
4.75 - 5.00	1-40	8	41-60	7	61-80	6	81-101	5
4.50 - 4.74	1-40	7	41-60	6	61-80	5	81-101	4
4.00 - 4.49	1-40	6	41-60	5	61-80	4	81-101	3
3.50 - 3.99	1-40	5	41-60	4	61-80	3	81-101	2
3.00 - 3.49	1-40	4	41-60	3	61-80	2	81-101	1
2.50 - 2.99	1-40	3	41-60	2	61-80	1	81-101	0
2.00 - 2.49	1-40	2	41-60	1	61-80	0	81-101	0

COMPENSATION SCHEDULE: EMPLOYEES RANGE 12 AND LOWER

Evaluation Score	Employee's Current Step	Employee's # Steps	Employee's Current Step	Employee's # Steps	Employee's Current Step	Employee's # Steps	Employee's Current Step	Employee's # Steps
4.75 - 5.00	1-40	8	41-57	7	58-74	6	75-91	5
4.50 - 4.74	1-40	7	41-57	6	58-74	5	75-91	4
4.00 - 4.49	1-40	6	41-57	5	58-74	4	75-91	3
3.50 - 3.99	1-40	5	41-57	4	58-74	3	75-91	2
3.00 - 3.49	1-40	4	41-57	3	58-74	2	75-91	1
2.50 - 2.99	1-40	3	41-57	2	58-74	1	75-91	0
2.00 - 2.49	1-40	2	41-57	1	58-74	0	75-91	0

Certain employees of the Court Services Department, due to the requirements of the AOIC, shall not be eligible for any such increase unless their evaluation score is a minimum of 3.25. This compensation plan also recognizes that such employees receive credit for their longevity as well as their performance but that such credit is provided partially by any across-the-board increase, as provided in ~~Section~~ 10.52-3 of this policy.

- D) Merit Increase Methodology- All merit increases shall be added to the employee's present salary rate. The employee's new salary rate shall be stated in even steps with each step equaling increments of one-half of one (~~1/2~~%) percent of the minimum of the salary range for the position classification and shall not exceed the maximum of the salary range.
- E) Merit Standards- The merit step system is designed to permit departments to reward employees for their performance. It is understood that the indiscriminate awarding of merit acts as a disincentive for employees who typically are exceptional performers. It follows that the number of merit steps awarded to various employees within a department should differ. In order to protect the intent of this merit system, the County Administrator's Office shall be responsible for maintaining statistics necessary to determine that merit standards are met. This shall be accomplished as follows:
- 1) Each department, as identified within the McLean County Annual Budget, shall evaluate the employees within that department and be responsible for maintaining the merit standards.
 - 2) Merit standards shall be considered as met by each department unless such department awards merit so that the department's ratio of steps awarded divided by the maximum steps available, exclusive of any such award for an employee who reaches the maximum step for that position classification by receiving four (4) or less steps of merit, is 1.0 or more standard deviations higher than the mean for all departments collectively.
 - 3) Any department which exceeds this merit standard over a one (~~1~~) calendar year period shall, for the next calendar year, be limited to the following maximum number of merit steps for each employee: ~~one-half (1/2)~~ of the number of steps indicated in the merit step chart.
 - 4) If such department's performance evaluation scores continue to exceed the norm for all other departments, then the above restriction on merit steps shall continue during the next year.

10.52-8 POLICY REVIEW: This Position Classification and Pay Plan shall be reviewed annually by the County Administrator, who shall make recommendations concerning this plan to the Oversight Committee, which may recommend changes to the County Board and, as applicable, to the AOIC. The annual review shall include a study of the PAM Factors for one or more positions, and recommendations for changes thereto.

10.53 DEVELOPMENT AND MAINTENANCE OF COMPENSATION RANGES:

- A) Compensation ranges are linked directly to the plan of position classifications and shall be determined with due regard to ranges in pay for other classes, relative difficulty and responsibility of positions in the class, availability of employees in certain occupational categories, rates of pay in other jurisdictions, cost-of-living factors, the financial policies of the County and other economic considerations.
- B) Prior to the preparation of each annual budget, the County Administrator shall present a proposed compensation schedule to the Finance Committee for approval.

10.54 REALLOCATION DOWNWARD: When a reallocation of a position to a lower grade occurs, the incumbents shall remain at their present pay and will be eligible for the next annual merit increases based upon their previous Merit Anniversary Dates.

10.55 OVERTIME PAYMENTS

10.55-1 FLSA REQUIREMENTS: The Federal Fair Labor Standards Act (FLSA) requires that all employees who are not exempt from overtime payment and who are not salaried be compensated at the rate of one and one-half (1-1/2) times their regular hourly rate for all hours actually worked beyond forty (40) hours in a work week. The County's workweek begins at 12:01 a.m. Sunday (midnight of Saturday night) and ends at that same time the following weekend. The overtime payment may either be in wages or in compensatory time gained (at the same one and one-half (1-1/2) rate).

10.55-2 EXEMPT/NON-EXEMPT: Those employees eligible for overtime include all employees in position classifications listed on the Salary Schedule as Grade ten (10) or below, except as specified, as well as those employees on the Salary Schedule in Grade eleven (11) or higher who are specifically designated as non-exempt. All elected officials are exempt from overtime by the nature of their positions.

10.55-3 CONTINUOUS/NON-CONTINUOUS: In conformance with the F.L.S.A., the following policy for providing overtime payment as wages or compensatory time shall be utilized for those employees who are eligible for overtime:

- A) Employees in non-continuous operations are those employees in position classifications with schedules which do not generally require overtime work and which do not require a replacement when they are absent. These employees shall receive one and one-half (1-1/2) times their regular hourly rate, or compensatory time at the one and one-half (1-1/2) rate, for all hours worked over forty (40) in a workweek, with all paid hours counted toward the forty (40) hour requirement. However, this overtime pay/compensatory time shall not apply unless the hours actually worked added to the paid hours not worked exceeds the forty (40) hour requirement.
- B) Employees in continuous operations are those employees in position classifications with schedules which normally require overtime work because the position must be staffed on a twenty-four (24) hours-per-day basis, which often requires that a replacement be provided for any absence. These employees shall receive one and one-half (1-1/2) times their regular hourly rate, or compensatory time at the one and one-half (1-1/2) rate, for all hours worked over forty (40) in a workweek, with only those hours actually worked counted toward the forty (40) hour requirement.

10.55-4 EMPLOYEES ELIGIBLE FOR STRAIGHT-TIME OVERTIME: Although hours worked below forty (40) in a work week are not regulated by the F.L.S.A. except as mandated by the minimum wage requirement, certain full-time employees are regularly scheduled to work less than 40 hours in a work week. Generally, such employees are on a thirty-seven and one-half (37-1/2) hours-per-week schedule. When such employees exceed their regularly scheduled full-time schedule (actual time worked), they shall receive straight-time overtime at the rate of 1.0 times their hourly rate for those additional hours worked below forty (40).

10.55-5 COMPENSATORY TIME: All employees who are eligible for overtime, as noted above, may be compensated with the equivalent compensatory time rather than monetary payment. This shall also apply to Straight-Time Overtime (Section 10.55-4). This election of compensatory time or monetary payment shall be made by the

employee before such overtime is recorded on the County's time sheets. Compensatory time shall be recorded as the straight time equivalent, i.e. one (1) hour of overtime at the ~~one and one-half (1 1/2)~~ rate shall be reported as ~~one and one-half (1 1/2)~~ hours of compensatory time earned; the same hour of overtime at the 1.0 rate shall be reported as 1.0 hour of compensatory time earned, etc.

10.55-6 COMPENSATORY TIME ACCRUAL LIMITS: All such earned Compensatory Time must be reported under the proper pay code so that all such employees' pay stubs will contain their actual balances. Employees who are not eligible for overtime payment may not report any hours as earned Compensatory Time. No employee's actual Compensatory Time balance shall exceed ~~forty (40)~~ hours.

10.55-7 COMPENSATORY TIME OFF: Employees who request Compensatory Time Off, i.e. to use their earned Compensatory Time, shall make such requests in a manner consistent with departmental procedures, and in increments of fifteen (15) minutes. Such requests shall be granted unless there is a negative impact on the department's operation. Such accrued Compensatory Time must be used by employees prior to the termination of their employment, since the purpose of electing Compensatory Time is to have time off, unless this is not possible for operational reasons. Accrued Compensatory Time is not eligible for monetary payment, unless such time remains after the employee's termination.

10.55-8 PROFESSIONAL AND ADMINISTRATIVE EMPLOYEES: Salaried exempt employees are not eligible for overtime or Compensatory Time Off and shall not have their pay reduced because of absence during a work week other than for disciplinary suspensions in increments of one (1) week, for major violations of safety rules or lack of benefit time to provide payment during such an absence. Pay reductions for these reasons shall be not less than one (1) day increments.

10.55-9 REQUIREMENTS FOR OVERTIME: All overtime must be authorized by the Department Head in advance of being worked. If prior authorization is not feasible because of conditions, a confirming authorization must be made on the next regular working day following the date on which the overtime was worked. Department heads will make every effort to assign overtime as equitably and evenly as possible.

10.56 MISCELLANEOUS PAY PROVISIONS

10.56-1 ADMINISTRATIVE ADJUSTMENTS: When the County Administrator determines that a salary adjustment may resolve a manifest error or clear an inequity, and after approval of the Finance Committee, the County Administrator shall make such adjustments within the Pay Plan. Requests for such adjustments must be initiated by the Department Head. The County Administrator shall review the adjustment request on the basis of benefit to the County, funds available and the seriousness of the error or inequity described.

10.56-2 TEMPORARY UPGRADE: When, in the normal course of conducting the County's business, the function of an office is impaired by an absence of six (6) weeks or more of personnel with duties vital to the County's business, the employee assuming the responsibility for additional duties of a higher job class, outside of their normal job class, may be eligible for a temporary pay upgrade for the length of time that the employee performs those extra duties.

A) Procedure for requesting temporary upgrades:

- 1) Any request for temporarily upgrading an employee must be submitted by the Department Head, or designee, in writing to the County Administrator's Office.
- 2) Compensation for an upgraded employee will not be made until the request for the upgrade has been submitted by the Department Head and approved by the County Administrators Office. Compensation will not be retroactive for any period of time prior to the beginning of the next pay period following the date the request was received in the County Administrators Office.
- 3) ~~County Services employee upgrades must be approved by the Administrative Office of the Illinois Courts (AGIC).~~

B) Procedure for approval of temporary upgrades:

The County Administrator may approve such an upgrade using the following criteria:

- 1) The position that is temporarily vacated has duties that cannot be left unattended for an extended period of time.

- 2) The immediate supervisor of the temporarily vacated position, if there is a supervisor, is unable to fulfill those duties.
- 3) The absence of the employee is unavoidable and the department has no control over the absence.
- 4) The duties and responsibilities of the temporarily vacated position are such that they cannot be efficiently done when spread among many employees and can only be efficiently accomplished by upgrading an employee.
- 5) The employee will be performing duties and responsibilities that would normally be done exclusively by an employee in a job class the equivalent of at least three (3) pay grades higher, or, in the following circumstances, at least two (2) pay grades higher:
 - a) The temporary upgrade involves additional supervisory responsibilities, and/or
 - b) The temporary upgrade involves financial responsibilities for which the employee is normally not responsible, and/or
 - c) The temporary upgrade involves making policy decisions for which the employee is normally not responsible.
- 6) These additional duties will constitute at least ~~ten (10%)~~ 50% percent of the employee's workday.

C) Appeals

When a request for temporary upgrade is denied by the County Administrator, or designee, the Department Head may appeal the decision to the oversight committee responsible for personnel policies. The Department Head shall not be permitted to introduce information to the committee that was not made available to the County Administrator. The decision of this committee shall be final.

D) Compensation

An employee who receives a temporary upgrade of one (1) pay grade higher than their normal job class shall receive no additional compensation. An employee who receives a temporary upgrade of two (2) pay grades higher shall receive a ~~five (5%)~~ five (5%) percent increase to their normal pay. An employee who receives a temporary upgrade of three (3) or more pay grades shall receive a ~~ten (10%)~~ ten (10%) percent increase to their normal pay.

10.57 PAYROLL INFORMATION

10.57-1 PAYROLL PERIODS: Pay periods shall be no less than two (2) per month. Paychecks will be issued within seven (7) calendar days of the close of the reporting period.

10.57-2 VOLUNTARY PAYROLL DEDUCTIONS: Payroll deductions will include the following:

- A) All wages, salary amounts or other compensation paid by McLean County to any of its employees are not subject to collection under a future wage assignment. Request for such assignment will be denied.
- B) Other payroll deductions may be made at the discretion of the employee if there are sufficient numbers of employees that wish the same type of deduction (i.e. United Way). Such requests shall be reviewed by the County Administrator and the payroll department and their recommendation presented to the County Board for approval.

10.58 EMPLOYEE INTERNAL TIME CARD

10.58-1 Departmental Use of Internal Time Cards - All County departments shall use internal time cards providing for the recording of all categories of time and requiring signature by the employee and the supervisor in a format as determined by the County Administrator.

10.58-2 Not Required for Departments With Time Clocks - Any department having a time clock and requiring punching at appropriate times is excluded from this additional documentation.

10.58-3 Description of Hours- All non-exempt employees shall record a detailed description of hours worked and verify these hours by signing their respective internal time card. All exempt employees shall file a time report indicating any leave time claimed and shall verify these hours by signing their time card. Certain County operations may require employees to record time worked by a particular function or from a particular fund. In these cases, a detailed description of hours worked shall also be completed. However, these do not constitute time sheets.

ARTICLE 6
TRANSFERS, PROMOTIONS, DEMOTIONS AND EVALUATIONS

10.60 TRANSFER AND PROMOTIONS: It is the policy of McLean County to transfer and promote from within the County whenever possible. Employees are urged to obtain the necessary skills, training, education, professional registration or licenses necessary in order to be eligible candidates for transfer or promotion. ~~Court Services employee transfers and promotions are selected from the Administrative Office of the Illinois Courts (AOIC) approved list.~~

10.60-1 DEFINITIONS:

- A) Promotion is a change of an employee from a position of one (1) grade to a position of a higher grade.
- B) Transfer is a change by an employee from one position to another position of the same job class or another job class in the same salary range, usually involving the performance of similar duties and requiring essentially the same basic qualifications.
- C) Internal listing - all positions will be posted in the County Administrator's Office and at other bulletin boards located in County facilities to allow employees the opportunity to apply for the identified jobs. Positions will also be posted initially on the County Intranet, and then on the World Wide Web for public access.

10.61 TRANSFER AND PROMOTION PROCEDURE

10.61-1 Notification of Vacancy - Upon notification by the Department Head that a vacancy is occurring, the County Administrator shall complete the internal listing of the position.

10.61-2 Criteria for Promotion to be Considered - Employees seeking promotion to an open position must also apply at the County Administrator's Office. They may be required to re-submit an application and they will also be interviewed by the hiring authority. In the selection of an employee to fill a higher job, the following will be considered:

- A) Aptitude, skills, ability and past performance, where applicable;
- B) Prior or newly acquired credentials which may qualify the employee for consideration in another classification.

Any change to a higher classification is considered a promotion. It should be indicated as a promotion on the Payroll Change Form.

10.61-3 Evaluation Period - All transferred and promoted employees are required to serve a three-month evaluation period. All employees will be paid in accordance with the provisions of the Pay Plan, ~~Section 10.52~~. All accrued benefit time continues to be available to the employee.

10.62 PROCEDURE -DEMOTION

10.62-1 Employee Request - An employee may request a demotion which means a change by an employee from a position in one class to a position in another class with less responsible duties and a lower salary range. The same procedures apply for an employee initiating a demotion as for a request for a transfer or application for promotion.

10.62-2 Demotion by Department Head - A Department Head may demote an employee for cause (see Article 8) or may demote in line with reorganization, reduction in force, or other administrative changes ordered by the County Board. Such employee demotions may be on the basis of work performance or on the basis of seniority depending upon the recommendation of the County Administrator.

10.63 PERFORMANCE EVALUATIONS

10.63-1 Purpose - A formal performance evaluation system will be approved by the County Board in order to:

- A) Maintain or improve each employee's job satisfaction and morale by indicating that their work supervisor is interested in their job progress and personal development.

- B) Serve as a systematic guide for Department Heads in planning each employee's future training.
- C) Assure considered assessment of an employee's performance rather than a quick and unreliable judgment.
- D) Assist in determining and recording special talents, skills and capabilities that might otherwise not be noticed or recognized.
- E) Assist in planning personnel moves and placements that will best utilize each employee's capabilities.
- F) Provide an opportunity for each employee to discuss job problems and interests with the employee's work supervisors.
- G) Assemble substantiating data for use as a guide for purposes such as salary adjustments, promotions, transfers and disciplinary actions.

10.63-2 Schedule - Department Heads will prepare a schedule for the conduct of performance evaluations of employees in their departments. The schedule is for the Department Head's convenience, but employees should be evaluated as follows:

- A) Employees During an Evaluation Period - at least one (1) week prior to completion of their evaluation period;
- B) Full-time and part-time employees - in all salary schedules, at any time deemed appropriate by the Department Head, but at least once a year and prior to annual salary review. The evaluation becomes part of any salary adjustment request.
- C) Appointed Department Heads - at least once a year. These evaluations will be performed by the County Administrator. ~~The Chief Judge or Supervising Judge shall evaluate the Court Services Director.~~

10.63-3 Retention of Evaluation in File - A copy of all evaluations accomplished shall be retained within the Department and kept in the employee's file. The appropriate person from the County Administrator's Office shall have access to such evaluations, with notice, to determine that such records are being maintained. The State's Attorney, in the event of litigation arising from an employment matter, may request specific employee evaluations. The County Board requires the submission of the Overall Weighted Rating, by employee, to the County Administrator's Office. The employees shall receive a completed copy of their own evaluation.

10.64 PERFORMANCE EVALUATION PROCEDURE

10.64-1 DEFINITIONS:

PERFORMANCE LEVEL DEFINITIONS:

Consistently Exceeds Performance Requirements.....5

Consistently exceeds performance standards; employee's contribution consistently contributes to the success of the organization. Documentation is required for this score.

Exceeds Performance Requirements.....4

Exceeds performance requirements; employee has achieved effective results and has also exceeded some performance standards for this position.

Meets Performance Requirements.....3

Performance is competent and professional; employee is familiar with the duties assigned and achieves the expected results for this position.

Meets Minimal Performance Standards.....2

Performance is not quite satisfactory in most respects; the employee has not fully mastered the duties assigned and occasionally is inconsistent in achieving the expected results for this position.

Fails to Meet Performance Standards.....1

Performance is unsatisfactory; employee has not mastered the duties assigned and performs consistently below the expectations for this position. Documentation is required for this score.

10.64-2 TRAINING: Training in the use of the approved Evaluation Instrument is an Administrative Support Staff function. A clear Manual of Instructions will be provided and instructional meetings will be scheduled for all Department Heads and First Line Supervisors. Such training will be repeated from time to time as a need may arise. It is the responsibility of the Department Heads to assure that, as part of their basic introduction to responsibilities, new and/or newly promoted supervisors become familiar with the Manual.

~~10.64-3 COURT SERVICES: Court Services employees will be evaluated utilizing the forms and procedures set forth by the Administrative Office of the Illinois Courts (AOIC).~~

ARTICLE 7 MISCELLANEOUS BENEFITS AND ENTITLEMENT

10.70 INSURANCE

10.70-1 GROUP LIFE INSURANCE: McLean County provides term life insurance protection in the amount of \$5,000, with Accidental Death and Dismemberment provisions in an additional amount of \$5,000 to eligible employees and officials. The County Administrator and the Finance Committee will be responsible for advising the County Board on the program and necessary in-house administration. The County Administrator will, in addition, promote the program and provide information to those eligible.

10.70-2 GROUP HEALTH INSURANCE: McLean County provides health and major medical insurance to eligible employees and officials. The County Administrator and the Finance Committee will be responsible for advising the County Board on the program and necessary in-house administration. The County Administrator will, in addition, promote the benefits and provide information and assistance to those eligible. At time of initial sign-up, the employee may elect to purchase health and major medical coverage for spouse and dependents. This payment will be made by payroll deduction. Enrollment of dependents after the initial sign-up period of thirty (30) days has passed will require proof of insurability.

10.70-3 Eligibility Date - Any eligible employee may enroll on the first (1st) day of employment.

10.70-4 Employee Booklet - A booklet describing the coverage of the group insurance program may be obtained from the County Administrator's Office.

10.70-5 Waiver - An employee who waives participation at the first (1st) enrollment opportunity and later wishes to participate shall provide evidence of insurability.

10.71 ILLINOIS MUNICIPAL RETIREMENT FUND: In accordance with Article 7 of the Illinois Pension Code (40 ILCS 5/7-101 et seq.), McLean County is required to provide a pension program, a long and short term disability program, a death benefit and survivor's pension to eligible employees and officials through the I.M.R.F. The Treasurer of McLean County is the Authorizing Agent for the fund for McLean County employees and officials. All eligible McLean County employees, with the exception of Elected Officials, are required by law to participate in this program. Eligible employees are defined as those who work in excess of one thousand (1,000) hours annually.

10.72 FEDERAL SOCIAL SECURITY: In addition to the I.M.R.F., eligible employees and officials are provided coverage under the Federal Social Security System. The Treasurers Office, with the County Administrator's Office, provides in-house administrative support for the program. The County Administrator will provide assistance and information to those eligible employees and officials.

10.73 WORKER'S COMPENSATION: In accordance with the Illinois Compiled Statutes, eligible McLean County employees and officials are provided coverage under the Illinois Worker's Compensation Act. The County Administrator, acting as safety coordinator, is responsible for advising the County Board on the program and providing in-house administration of the program. The County Administrator, acting as safety coordinator, and all Department Heads are responsible for reducing the County's liability under the act.

10.74 UNEMPLOYMENT COMPENSATION: In accordance with 820 ILCS 405/100 et seq., eligible McLean County employees are provided unemployment insurance coverage under the Illinois Unemployment Insurance Act. The County Administrator is responsible for advising the County Board on the program and providing in-house administration. The County Administrator will be responsible for reducing costs under the Act and providing information for those eligible employees.

10.75 GLASENER BEACH: The McLean County Department of Parks and Recreation currently provides a "Glasener Beach Family Fun Pass" to all current and retired McLean County employees. This pass entitles an employee or retiree and their household members to free admission at COMLARA County Park's Glasener Beach swimming area, during operating hours. The pass shall be presented by the employee, retiree or household member at the time at which admission is charged. The employee or retiree's name and all household members' names shall appear on the pass when presented. Accompanying photo identification is required. Children under ~~thirteen (13)~~ years of age must be accompanied by an adult. The Glasener Beach Family Fun Pass does not entitle non-household members accompanying an employee, retiree or household members to free or reduced admission, nor may non-household members be listed on the pass. Passes shall be issued to current employees by the County Administrator's Office prior to Memorial Day each year. New hires after Memorial Day and retirees shall be provided passes upon request.

10.76 CREDIT UNION AND CHRISTMAS CLUB: McLean County employees may take advantage of both loans and savings offered by membership in the Bloomington Municipal Employees Credit Union. An annual Christmas Club is also available. Enrollment procedure is as indicated:

- A) Credit Union - Enrollment is provided by the payroll clerk, office of the Treasurer, McLean County.
- B) Christmas Club - Enrollment is in the Credit Union Office, City of Bloomington Building, 109 E. Olive Street; or by phone at (309) 823-4265. There is also an office in the lobby of the McLean County Law and Justice Center.
- C) All credit union payments may be made by payroll deduction.

10.77 SERVICE RECOGNITION

10.77-1 Full-Time and Part-Time - Full-time and part-time employees are recognized at the end of each five (5) years of County service. Recognition is in the form of a service emblem pin.

10.77-2 Maintenance of Records - The County Administrator is responsible for maintaining service records and providing the Department Head with the service pin for presentation to the employee on the employee's anniversary.

10.78 CHANGE OF NAME, ADDRESS, MARITAL OR FAMILY STATUS: Employees shall report all changes in name, address, telephone number and marital or family status to their Department Head and to the County Administrator's Office. These changes shall be sent to the payroll clerk.

- A) Change of address - Provide on Employee Change of Information Form.
- B) Change of family status - (add or delete dependents) - Federal and Illinois Tax forms, beneficiary changes to I.M.R.F. and group insurance.
- C) For any such change, contact your Department Head. Most large departments have the proper forms available; smaller departments must contact the County Administrator's Office.

10.79 COUNTY TRAVEL AND BUSINESS EXPENSE REIMBURSEMENT POLICY

10.79-1

A) Purpose:

- 1) To provide definitions for reimbursement of legitimate and necessary travel/business expenses in general conformance with Internal Revenue Service requirements.
- 2) To provide written guidelines for all County officials and employees who incur, authorize, and/or approve travel/business expenses.
- 3) To provide procedures for the equitable and timely processing of travel/business expense reimbursements.

- 4) To provide uniform instructions for the reporting and documentation of travel/business expenses.
- B) **Applicability:** The purpose of this policy is to establish a uniform policy regarding the expenditure of public funds for travel/business expenses of County employees when engaged in County business within or outside McLean County. These provisions shall be incorporated into the Rules of the McLean County Board. These provisions are applicable to all County-wide elected officials, County Board members, appointed Department Heads, and employees of McLean County regardless of source of funds. This Ordinance shall apply to all County funds. Each elected official and appointed Department Head shall be held responsible for the execution of this Ordinance.
- C) **Authority:**
- 1) The McLean County Travel/Business Expense Reimbursement Regulations and McLean County Travel/Business Expense Reimbursement Schedule are promulgated in accordance with the statutory authority granted to the McLean County Board.
 - 2) The County Board, through its approval and adoption of the Annual Budget and Appropriation Ordinance, shall be responsible for maintaining a system for control of travel/business expenses for officials and employees. The County Travel/Business Reimbursement Policy is issued to provide for the efficient and economical conduct of the County's business, both within and outside the County.
 - 3) Prior authorization for all travel planned during the budget year shall be obtained as a part of the approved budget for each department. If appropriations are depleted from all travel line items during the budget year, an additional appropriate sum may be added by budget amendment or transfer for unanticipated trips, subject to County Board approval. Transfers within the same appropriation category are allowed.
 - 4) All travel arrangements for County Board members, elected officials, appointed Department Heads and employees attending national conferences shall be made through the County Administrator's Office.
 - 5) All travel shall be approved by either appointed or elected officials, as Department Heads, prior to beginning travel. Said approval may be oral, but when requested, it can be in writing.

10.79-2 DEFINITIONS:

A) There are two types of travel and associated expenses:

- 1) **One-Day Business Travel:** An applicable individual as defined in ~~Section 10.79-1(B)~~ who travels on County business and DOES NOT have an Overnight Stay. Eligible reimbursement shall include defined expenses for registration, mileage, tolls and business telephone calls. Meals will be eligible for reimbursement if they are a part of a formal business meeting registration or conform to regulations under ~~Section 10.79-5(B)~~.
- 2) **Overnight Travel:** An applicable individual as defined in ~~Section 10.79-1(B)~~ who travels on County business and HAS an Overnight Stay. Eligible reimbursements shall include defined expenses for registration, transportation, lodging, business telephone calls, and reimbursement for meal expenses in accordance with the regulations under ~~Section 10.79-5(C)~~.

B) Business Travel:

- 1) Travel to business meetings as a direct assignment or in the direct interest or benefit to McLean County, at which the attendance of a County representative is considered necessary for the development, execution, or maintenance of a course of action by the County or a County office/department.
- 2) Travel for training where such training is required for job performance, e.g. basic police training, property appraiser/assessment courses, and specialized EDP programming courses.
- 3) Travel required by County officials and/or employees to appear before the Congress, State Legislature, other governmental bodies, their committees or sub-committees, or any other official body or organization. Includes attendance at professional conferences and/or conventions where pending or contemplated legislation will be reviewed or discussed which, if enacted into law, would affect the interest of McLean County.
- 4) Travel required for the planning and completion of newly approved or ongoing capital improvement/capital construction projects, e.g. site visits.
- 5) Travel required to maintain or obtain financing for ongoing or newly approved programs, e.g. capital market financing, federal or state grant funding.

C) Professional/Educational Travel:

- 1) Travel to a meeting of a professional organization or a major division thereof at which subjects of general interest to the members of the professional organization or major division thereof are reviewed and discussed.
- 2) Travel to attend an institute, seminar, symposium, or lecture series where a specific course or instruction is provided, or opinions are gathered on a single subject or group of closely related subjects. Included are those meetings of user groups for certain systems utilized by the County.

10.79-3 PREPARATION OF A TRAVEL VOUCHER

A) General Policy Guidelines

- 1) The policy of the County is to reimburse allowable, authorized travel/business expenses incurred in the performance of County duties, within the budgetary constraints established by the County Board.
- 2) The County Board will annually review travel/business reimbursement rates to conform to applicable rules of the Internal Revenue Service and economic conditions. Specific rates of reimbursement are reflected on the McLean County Travel/Business Reimbursement Schedule and in the specific County Board Resolution setting the mileage reimbursement rate.
- 3) County officials and employees are expected to exercise good judgment and proper regard for the expenditure of public funds when incurring travel/business expenses. Personal items and other non-business/professional related expenses will not be reimbursed by the County.
- 4) Any deposit, pre-registration fees or any other pre-trip costs that are lost or forfeited due to an alteration in the official's or employee's plans, other than those caused by an emergency of work or family, shall be reimbursed to the County.

B) Travel and Business Expense Documentation

- 1) All claims for the reimbursement of travel/business expenditures shall be submitted on a County Travel Expense Voucher and shall be itemized in accordance with this Ordinance.
- 2) For travel to conferences, workshops, and/or seminars, an agenda must accompany all requests for reimbursement regarding conferences, schooling and meetings.
- 3) The purpose of the travel shall be indicated on the travel voucher and shall show in the spaces provided the dates and times of travel, the points of departure and destination, the mode of transportation and the cost of transportation incurred.
- 4) Original receipts for lodging and transportation expenses must be submitted as documentation in order for travel/business expenses to be reimbursable. In all cases, the original detailed lodging bill and the actual transportation ticket are required.
- 5) For Business one-day travel, original itemized receipts are required as documentation for meal expenses.
- 6) Original charge card receipts are acceptable for taxi and/or limousine expenses.
- 7) Gratuities, other than tips for meals, are to be identified on the specific reimbursement line on the County Travel Expense Voucher.
- 8) Original receipts are required for all other miscellaneous items in excess, individually, per day, of \$10.00.
- 9) Miscellaneous items are to be identified on the specific reimbursement line on the County Travel Expense Voucher.
- 10) Individuals submitting travel vouchers are personally responsible for accuracy and propriety. Any misrepresentation shall be grounds for disciplinary action and possible legal action.

C) Approval and Submission of Travel Vouchers

- 1) The completed Travel Expense voucher shall be first approved by the elected official/Department Head who shall review the expenses and attached receipts and approve the Travel Expense voucher by signing the voucher on the appropriate signature line. The Travel Expense voucher shall then be forwarded to the County Auditor, with a copy to be maintained by the Department.

- 2) Travel Expense vouchers that are not prepared in accordance with this Ordinance or not properly supported by receipts when required shall be returned by the County Auditor to the elected official/Department Head for correction.
- 3) In order to receive reimbursement for allowable travel/business expenses, for all local, in-State travel, the completed Travel Expense voucher and the supporting receipt documentation must be submitted to the County Auditor within ~~sixty~~ (60) days of the initiation of travel.
- 4) For all out-of-state travel, the completed Travel Expense voucher must be submitted to the County Auditor within ~~sixty~~ (60) days of the completion of travel.
- 5) Reimbursable business travel expenses that have been incurred after November 1st must be submitted for reimbursement to the County Auditor prior to January 15th of the following fiscal year.
- 6) Failure to comply with timely submission of the Travel Expense voucher to the County Auditor may result in a disallowance of reimbursement.

10.79-4 ALLOWABLE TRANSPORTATION EXPENSES

- A) General Provisions- All travel shall be by the most direct route and by the most economical mode of transportation available, considering travel time, costs, and work requirements. In the event an individual, for one's own convenience, travels by an indirect route the additional travel expense shall be borne by such individual.
- B) Use of Personal Vehicle for Out- of- State Travel
 - 1) When the use of a privately owned vehicle is necessary or desirable, it may be used at the reimbursement rate approved by the County Board for determination of mileage for business expenses.
 - 2) When transportation by privately owned automobile is authorized or approved by the elected official/Department Head, distances between points traveled shall be recorded on the travel voucher.
 - 3) When the use of commercial carrier for out-of-state travel is an economical, feasible and practical alternative to the use of a personal vehicle, the total mileage reimbursement for use of a personal vehicle shall not exceed the cost of travel by commercial carrier, including the costs of taxi or limousine transportation, inclusive of local taxes and surcharges, to/from the terminal.
 - 4) For reasons of expediency or choice, individuals may desire to use their personal car. Other situations may involve a combination business and pleasure trip. While such use generally should be discouraged, it is recognized there may be situations where such use is warranted. Only those expenses that are related to County business will be reimbursed. The employee will be responsible for all other expenses incurred.
 - 5) The use of a privately owned automobile is permitted when such use is necessary or desirable due to a lack of other convenient means of transportation or is otherwise advantageous to the County.
 - 6) When two or more County employees travel in one privately owned vehicle, mileage reimbursement will be made to the employee who owns the vehicle. The names of all County employees who traveled in one privately owned vehicle should be listed on the Travel Expense voucher.
 - 7) Certain incidental expenses associated with the use of vehicles shall be reimbursed as follows:
 - a) When driving a County owned vehicle, the purchase of gasoline shall be reimbursed when the employee is unable to use the County's gasoline service pumps. An original receipt will be required.
 - b) The cost of automobile parking fees, bridge, road and tunnel tolls shall be reimbursed. The fee for parking a vehicle at a common carrier terminal, or other parking area, while the traveler is away shall be allowed only if the total parking fees plus the allowable mileage reimbursement to and from the terminal area does not exceed the cost for use of a taxicab or limousine service to and from the terminal.
- C) Use Of Rental Automobiles
 - 1) The use of rented automobiles shall be kept to a minimum. Every effort shall be made to obtain other suitable transportation. Where circumstances require the use of a rental automobile, the most economical vehicle available that is suitable for the conduct of the County's business, shall be obtained. In such instances, the actual cost may be charged and a full explanation for the use of the rental vehicle shall accompany the travel voucher. No reimbursement will be made for rental on days when County business is not transacted.
 - 2) Rental vehicle reimbursement is limited to the following circumstances:

- a) When the employee's final travel/business destination is remote to the transportation terminal and there is no other cost-effective conveyance from the common carrier terminal.
- b) When timely flight connections can only be made for the County employee by utilizing a short term rental car.

D) Commercial Carrier Travel

- 1) In those instances where travel will be best served by using commercial carriers such as airlines, railroads, bus lines, such use should be given consideration and encouraged. Expense reimbursement will consist of actual expenses paid to the respective carrier. Travel on airlines shall ordinarily be by coach class. Every attempt will be made to book airplane accommodations as far in advance of travel as is possible in order to take advantage of any discount fares.
- 2) Taxicab fares are reimbursable. Receipts for fares are required if over \$10.00. If free van, bus, or shuttle service is available and convenient, employees are encouraged to use this service in lieu of taxicabs or limousines. Taxicab fares must be substantiated as to business purpose.
- 3) Use of airport limousine service is reimbursable when there is an economic cost benefit compared to the use of alternative transportation.

10.79-5 ALLOWABLE LIVING EXPENSES

A) Reimbursement for Meal Expenses :

- 1) Within McLean County, meals including tips may be reimbursed for officials and employees attending conferences and seminars if the attendance at the conference or seminar is required by the Department Head and if the conference or seminar requires the official or employee to be away from their workplace or home during a meal. The same limits apply as noted in Section 10.79-5(B)(1)(a).
- 2) Alcoholic beverages are excluded from reimbursement.
- 3) Meal tips shall be limited to twenty (20%) percent of the allowable meal expense.

B) Reimbursement for Meal Expenses - One Day Business Travel:

- 1) When traveling outside McLean County, the allowable reimbursement for meals including tips for one-day business travel shall hereby be established as follows:

- a) For travel in Illinois, except for the following counties - Cook, Lake, McHenry, Kane, DuPage, Will:

Breakfast: \$ 8.00
Lunch: \$10.00
Dinner: \$16.00

- b) For travel in the following counties in Illinois: Cook, Lake, McHenry, Kane, DuPage, Will and Out-of-State Travel:

Breakfast: \$10.00
Lunch: \$12.00
Dinner: \$20.00

- 2) For one-day business travel, employees shall be required to submit original, itemized receipts for meal expenses incurred. Charge card receipts with totals only are not acceptable. Failure to do so will result in denial of reimbursement. The total allowable meal expense reimbursement shall not exceed the allowance specified in Section 10.79-5(B)(1).
- 3) Partial Day Reimbursement: Partial day reimbursement for meal expense shall be limited to those meal(s) that an employee could not reasonably consume at home due to the time required to travel.

- 4) Meals including tips will not be reimbursed if the cost of meals for seminars or official meetings is included in the registration fee. A copy of the agenda/meeting brochure shall be submitted with the travel voucher at the time of request for reimbursement.
- 5) During a seminar or conference, if an individual cannot attend the included meal because of a conflicting related meeting, reimbursement shall not exceed the stated allowance for the meal. An explanation of the conflict must be attached to the travel voucher and is subject to the approval of the Department Head or elected official.

C) Per Diem Reimbursement for Meal Expenses: Overnight Travel:

- 1) Per Diem reimbursement will be paid for meal expense when travel includes an overnight stay or is ~~eighteen (18)~~ or more continuous hours.
- 2) Per Diem reimbursement will be paid for meal expense at the following rate:
 - a) For overnight travel in Illinois except for the following counties - Cook, Lake, McHenry, Kane, DuPage, Will: \$34.00.
 - b) For overnight travel Out-of-State and in the following counties in Illinois: Cook, Lake, McHenry, Kane, DuPage, Will: \$42.00.
 - c) Per Diem reimbursement for meal expense will be paid without submitting itemized receipts.
- 3) Meals including tips will not be reimbursed if the cost of meals for seminars or official meetings is included in the registration fee. A copy of the agenda/meeting brochure shall be submitted with the travel voucher at the time of request for reimbursement.
- 4) During a seminar or conference, if an individual cannot attend the included meal because of a conflicting related meeting, reimbursement shall not exceed the stated allowance for the meal. An explanation of the conflict must be attached to the travel voucher and is subject to the approval of the Department Head or elected official.

D) Overnight Travel: Reimbursement for Lodging Expenses:

- 1) Actual lodging expense shall be, when available, the "government economy" room rate offered by a hotel. When a conference/convention is the reason for the trip, the person shall be reimbursed at the available convention lodging rates, unless such accommodations are not available to the person making the trip.
- 2) Itemized receipts are required to be submitted with travel vouchers to support all lodging expenses claimed.
- 3) Lodging provided by a friend, relative or non-invoicing lodging organization is not reimbursable.
- 4) For travel more than ~~seventy-five (75)~~ miles, the number of nights for which an employee may obtain reimbursement shall be limited to the number of nights necessary to conduct County business. For those conferences or meetings that begin in the morning, arrival the night before the conference is reimbursable. For conferences which end after 6:00 p.m., lodging expense for that night will also be reimbursed. Employees are encouraged to return on the final day of the conference whenever possible.
- 5) It is not considered prudent to use public funds for overnight lodging for a one-day meeting/seminar/workshop within a ~~seventy-five (75)~~ mile radius of the County complex, therefore it is not normally reimbursed. Exceptions to this policy would be:
 - a) When documented business meetings extend beyond 8:00 p.m. Business meetings, in this instance include dinners, receptions or social functions sponsored for attendees during the evening hours which are a scheduled event and part of the agenda for the meeting/seminar/workshop.
 - b) If weather conditions make a return trip unsafe, then an overnight stay may be reimbursable.
- 6) Longer stays where lodging is reimbursable are permitted if the additional stay results in significant savings in round-trip transportation costs. The employee requesting the reimbursement for the longer stay must document the net savings, including the lodging expense and meal reimbursement. Lost work time should also be taken into account when calculating the cost savings.
- 7) One personal telephone call per each day of an overnight stay will be reimbursed on a lodging bill, telephone credit card, or pre-paid telephone calling card at a maximum reimbursement rate of \$10.00. Necessary business related telephone calls will be reimbursed on a lodging bill, telephone credit card, or pre-paid telephone calling card.

- 8) Personal items such as movie or game rentals shall not be reimbursable. In the event of an emergency, clothes cleaning and/or dry cleaning may be eligible for reimbursement. Written justification explaining the nature of the emergency must accompany any request for reimbursement of this expense.

E) Travel Advance

- 1) Employees whose travel will take them out of the County for more than twenty-four (24) hours may apply for an advance to cover the allowance for meals and any other reasonable travel expenses, if the expenses are expected to exceed \$50.00. Travel advances shall not be paid out of petty cash.
- 2) Application for a Travel Advance shall be submitted in writing to the County Auditor at least five (5) working days prior to the departure date. Applications for a Travel Advance shall be accompanied by an Agenda, when applicable.
- 3) In order to avoid unnecessary paperwork, travel advances shall be issued for travel when the trip is outside McLean County and involves an overnight stay.
- 4) If travel expense reimbursement vouchers are not received within ~~sixty (60)~~ days of initiation of travel for local or in-state travel or ~~sixty (60)~~ days after completion of travel for out-of-state travel, then the full amount of the travel advance must be paid back to the County. If not reimbursed by the employee within ~~sixty (60)~~ days, future advances will be disallowed.

10.79-6 LOCAL BUSINESS EXPENSE REIMBURSEMENT

- A) The cost of hosting a meeting related to County business shall be reimbursable provided such expenses are reasonable, documented, and within the budgeted appropriation.
- B) All local business expenses shall be itemized and fully documented to include the actual County business transacted, the individuals in attendance and their respective business affiliations.
- C) The actual cost of meals for County employees and other persons in attendance shall be reimbursed in accordance with the Meal Reimbursement schedule in ~~Section 10.79-5(A)~~.
 - 1) To be eligible for reimbursement of a meal with a business representative, County business must have been discussed during the meal.
 - 2) Actual original receipts must be submitted in order to receive reimbursement.
 - 3) In all cases, reimbursement for alcoholic beverages is not allowed.
- D) Two ~~(2)~~ or more County employees dining together and discussing County business will not constitute a reimbursable business meal expense.

10.79-7 REIMBURSEMENT OF MISCELLANEOUS EXPENSES: Under Miscellaneous Expenses, the County may reimburse the following items:

- A) Business telephone calls.
- B) Public Transit (if used instead of taxicab or hotel transportation).
- C) Parking fees.
- D) Storage of baggage.
- E) Rental of meeting room or dining room for official business of McLean County (only when appropriate).
- F) Tips for parking attendants and baggage handling.
- G) One ~~(1)~~ personal call per overnight stay, with a maximum reimbursement of \$10.00 will be allowed.

A receipt shall accompany any individual, miscellaneous expense OVER \$10.00.
Housekeeping tips are NOT an allowable expense.

10.79-8 CREDIT CARDS

- A) A County department may obtain a credit card only if it is necessary for the efficient operation of the department in regard to charging and payment of departmental travel expenses. Generally, a credit card will only be issued to a County department that is required on a routine and/or an immediate basis to make travel arrangements to carry out the department's statutory responsibility.

- B) All requests for authority to obtain a credit card must be made to the appropriate County Board oversight committee. Approval is required prior to application for a departmental credit card.
- C) Credit cards must be issued in the name of the department with the Department Head as the responsible party for billing purposes.
- D) Charges shall not be made to a department credit card, which are not covered by sufficient appropriation in the appropriate County budget.

10.79-9 APPROPRIATE BUDGET LINE ITEMS FOR TRAVEL EXPENSES: The following line items are to be used for the charging of travel expenses. The proper account shall be used for travel related expenses, based on the descriptions below:

- A) 718.0001 Schooling and Conference: The line-item appropriation for lodging expense, travel expense, meal reimbursement expense incurred in attending schooling and conferences. Reimbursement shall not exceed the amounts and rates set forth in the applicable policies of the County Board.
- B) 760.0002 Non-Travel Business Meal Expense: Business meal expense incurred within McLean County not involving business travel.
- C) 793.0001 Travel Expense: The amount appropriated to each respective department for use in defraying the expense of travel, including mileage reimbursement, incurred on official county business only. This is exclusive of schooling and conference. Reimbursement shall not exceed the amounts and rates set forth in the applicable policies of the County Board.

10.79-10 STATE, FEDERAL LAWS AND REGULATIONS

- A) Provisions of this policy shall not apply when in contradiction with State or Federal Law and Regulations.
- B) Consistent with the Internal Revenue Service regulations, travel expense reimbursements or advances shall be included as "wages, tips or other compensation" on all W-2's for the year unless an "adequate accounting" is made to the County.
- C) It is in the interest of the County and its employees/officers to have a Business Travel Expense policy requiring adequate accounting within Internal Revenue Service guidelines.

10.79-11 MISUSE OF McLean COUNTY TRAVEL POLICY: Any misrepresentation or misuse of this policy shall be grounds for disciplinary action and/or criminal or civil liability.

ARTICLE 8
ON-THE-JOB EMPLOYEE BEHAVIOR

10.80 GENERAL RULES OF CONDUCT: It is the purpose of this policy to attempt to provide a framework for the proper conduct of County employees while on the job. It is further intended that discipline, where justified, be meted out in an equitable manner. Finally, it is intended that within very broad and general guidelines, Department Heads and authorized supervisors are responsible for the implementation of this policy within their specific jurisdictional work areas.

- A) Work supervisors or Department Heads should be certain that new employees are aware of existing work rules. This should be done during the employee's initial orientation and should be repeated at the end of the evaluation period.
- B) Employees will be provided with an "Employee Handbook" which will discuss examples of inappropriate working behavior. In addition, Department Heads or supervisors will discuss departmental rules with new employees and periodically with all employees as the need arises.
- C) Employees are expected to follow the regulations set forth in the personnel rules and directions of their supervisor. When an employee fails to follow these rules or disobeys the supervisor, that employee becomes subject to disciplinary

action. Causes for reprimand, written or verbal, demotion, suspension, or dismissal include, but are not limited to the following reasons:

- D) Unacceptable Behavior - Any action that reflects discredit upon the County or is a direct hindrance to the effective performance of the departmental function shall be considered good cause for disciplinary action. Common sense is the underlying basis of this work principle. Examples of unacceptable behavior include, ~~but are not limited to:~~

Repeated tardiness;
Leaving duty prior to the end of the assigned shift;
Failure to complete duties as assigned;
Failure to request leave in the authorized manner;
Abuse of leave;
Discourtesy or disrespect to a member of the public, a coworker or a County official;
Any safety violation;
Intoxication while on duty from alcohol or other substances;
Carrying a firearm other than by authorized personnel;
Failure to follow a specific order by a supervisor;
Willful damage to or destruction of County property and/or public records;
Theft of County property and/or public records;
Acts, threats, or perceptions of violence toward any persons while on duty;
Any form of unlawful harassment, particularly sexual harassment;
Willful misrepresentation or concealment of any fact requested during hiring process;
Gross misconduct other than items listed above;
Upon conviction of a felony involving moral turpitude;
Violation of the County Smoking Policy;
Violation of the County Drug And Alcohol Free Workplace Policy;
Violation of County E-Mail or Internet Policy.

~~Inability to perform essential functions of a position;~~

- E) While this listing is not comprehensive, it is sufficient to demonstrate the types of behavior that may indicate an improper attitude toward the job. Depending on level of contact with the public and job functions, each department may see it necessary to develop and enforce its own dress code and appearance policies, within reason.
- F) ~~Court Services employees are also bound by the Code of Professional Conduct set forth by the Administrative Office of the Illinois Courts (AOIC).~~

10.80-1 SMOKING AT THE LAW AND JUSTICE CENTER: An authorized smoking area for employees and members of the public for each County building will be designated by the Facilities Manager with approval by the County Board.

10.80-2 DRUG AND ALCOHOL FREE WORKPLACE: In accordance with the Federal Drug Free Workplace Act of 1988 (P.L. 100-690) and the Illinois Drug Free Workplace Act (P.A. 86-1459), the following policy regarding the illegal use of drugs or alcohol by McLean County employees shall be distributed to all County employees and included in any orientation of new employees.

- A) PURPOSE - The purpose of this policy is to assure, to the extent possible, that McLean County remains drug and alcohol free as a place of employment, not only because the use of such drugs is a violation of law but also because we wish to assure that McLean County remains a wholesome place to work. The use of such drugs has serious consequences upon users, their families and friends, including social, economic and personal tragedies.
- B) PROHIBITED ACTIVITY - McLean County has a "zero tolerance" policy toward the consumption of alcohol or drugs by employees on duty or while on County property. The consumption of any amount of alcohol or illegal narcotics while an employee is on duty or on a periodic rest break or lunch break is prohibited. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol by any County employee is prohibited in the County workplace, including any and all instances while the employee is performing work for or on behalf of the County. In addition, this prohibition also applies to all County employees who are on County property but not actively at work at the time.

C) ACTIONS TO BE TAKEN -

- 1) If there is a reasonable suspicion that a McLean County employee is involved in the unlawful manufacture, distribution, dispensation, possession, or use of drugs or alcohol, the situation will be immediately investigated by the Department Head, their designee, or immediate supervisor. In the case of employee usage, the employee will be subject to immediate drug testing.
- 2) If the investigator of the situation finds a McLean County employee to be unlawfully manufacturing, distributing, dispensing, possessing or using drugs or alcohol at the workplace, while performing work for the County, or on County property, the actions against the employee shall be in accordance with Article 8 of the McLean County Personnel Policies and Procedures Ordinances. The severity of the situation and appropriate corrective discipline shall be determined by the Department Head, their designee, or immediate supervisor in accordance with subsection ~~Section~~ 10.81-1 "Progressive Discipline" of Article 8 of the McLean County Personnel Policies and Procedures Ordinance. In addition, any such situation that could involve a criminal offense shall be immediately reported to the State's Attorney for possible prosecution, independently of any action taken due to the individual's status as a County employee.
- 3) If appropriate, McLean County will also require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency. The County will assist the employee in the selection of a drug counseling, treatment, or rehabilitation program. Any employee who requires assistance to control their use of drugs and alcohol may confidentially call the County's Employment Assistance Program at 1-800-433-7196 to make an appointment.

D) CONDITIONS OF EMPLOYMENT-

- 1) As a condition of employment, a McLean County employee will:
 - a) Abide by the terms stated in this Drug And Alcohol Free Workplace Policy,
 - b) Notify the employer of any criminal drug statute conviction no later than five (5) days after the conviction.
 - c) Participate in the McLean County Drug Free Awareness Program.
- 2) If McLean County receives notice from an employee of a conviction of a violation of a criminal drug statute, McLean County will:
 - a) Take appropriate action against such employee up to and including termination of employment; and/or
 - b) Provide employee assistance as stated in subsection (C)(3) above.

10.80-3 WORKPLACE VIOLENCE POLICY: The County of McLean values its employees and citizens and the County Board affirms its commitment to providing workplaces and facilities that minimize the potential for violence. It is the intent of this policy to ensure that everyone associated with McLean County, including employees and the public, never feels threatened by any forms of violence. McLean County has a zero tolerance policy for violence, whether by or toward employees. "Violence" shall include physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, and threatening or talking of engaging in those activities. It shall also include acts, threats, intentions of harm, destruction, towards self, others or property, and may be psychological as well as physical, and the perception thereof.

- A) **DISCIPLINARY ACTION-** If it has been determined that an employee is engaging in any form of violence in the workplace or threatening violence in the workplace, the employee shall be terminated immediately. No talk of or joking about violence will be tolerated. In cases of acts or threats of violence by employees, the County endorses immediate and definitive use of the disciplinary process outlined in this document, resulting in termination of said employees. Criminal prosecution will be pursued as appropriate, as well. The county also advocates a preventive approach whereby merit system rules and regulations are fairly and consistently administered, and where troubled employees receive guidance and, if necessary, professional help.
- B) **RESPONSIBILITY-**
 - 1) **The County Administrator's Office** has overall responsibility for maintaining this policy, administering workplace violence prevention measures, and coordinating post-incident activities. The County

Administrator's Office will also identify resources that departments may use in developing their training plans and workplace violence measures.

- 2) **If elected Department Heads, or departments operated under the authority of separate governing boards, choose to adopt a different policy, they are expected to provide a copy of it to the County Administrator's Office.**
 - 3) **Managers and supervisors shall make safety one of their highest concerns. When made aware of a real or perceived threat of violence, management shall conduct a thorough investigation, provide support for employees, and take specific actions to help prevent all acts of violence. Management is also responsible for documenting and reporting such incidences to the respective Department Heads.**
 - 4) **Employees shall report all acts and/or threats of violence to their supervisors or Department Heads. Employees should learn to recognize and respond to behaviors by potential perpetrators that may indicate a risk of violence.**
- C) **CONTINUAL REVIEW-** The County Administrator's Office shall develop a method for receiving and reviewing reports of violence and threats of violence. Information and data from such reports shall be utilized to establish a continual improvement process for reducing the potential for adverse outcomes associated with acts or threats of workplace violence.

10.80-4 VESSA (VICTIM'S ECONOMIC SECURITY AND SAFETY ACT, P.A. 93-0591): In order to ensure the economic security and safety of McLean County employees, an eligible employee will be granted unpaid leave for situations when the employee has been subjected to domestic or sexual violence, or in order to help a family or household member who is a victim of domestic or sexual violence. In addition, victims of domestic or sexual violence will be eligible for unemployment insurance and protection from employment and insurance discrimination. Eligibility for such protections is dependent upon the employee's ability to perform the essential functions of their position but for being a victim of domestic or sexual violence, and any requested accommodation must not pose an undue hardship on the County's operations. Eligible employees will be granted job-protected unpaid leave to conduct the following activities during work hours:

- A) To seek medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence;
- B) To obtain services from a victim services organization;
- C) To obtain psychological or other counseling;
- D) To participate in safety planning, to temporarily or permanently relocate, or to take other actions to increase the safety of the employee from future domestic or sexual violence or to ensure economic security;
- E) To seek legal assistance or remedies to ensure the health and safety of the employee, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

Employees are entitled to ~~twelve (12)~~ workweeks of such leave during any ~~twelve (12)~~ month period and are entitled to take leave upon at least ~~forty-eight (48)~~ hours notice (where practicable). This allowance does not grant leave beyond the twelve weeks of FMLA leave provided. Sick, vacation, personal or FMLA leave may be substituted for the unpaid leave provided under this Act.

The Department Head shall require certification from the employee that such leave is for a qualifying reason. Certification consists of:

- A) A sworn statement of the employee, and
- B) One of the following
 - 1) Documentation from an employee, agent or volunteer of a victim services organization, an attorney, a member of the clergy, or other professional from whom the employee or the employee's family or household member has sought assistance in addressing domestic or sexual violence and the effects of violence;
 - 2) A police or court record; or
 - 3) Other corroborating evidence. The Department Head shall keep such documentation in the strictest of confidence.

An employee who takes such leave is entitled to be restored to the same or an equivalent position with equivalent benefits, pay and other terms and conditions of employment. The employee shall retain all benefits accrued prior to the date leave commences (including life and health insurance, sick and vacation leave, educational benefits and pensions) but the employee is not entitled to accrue seniority or additional employment benefits during the leave. The employee is also entitled to continued health insurance during any period of leave on the same terms and conditions as if the employee remained continuously employed. If an employee fails to return from leave, the County can recover the premium the employer paid for health insurance, provided the reasons the employee has not returned do not include the continuation, recurrence, or onset of domestic or sexual violence or other circumstances beyond the employee's control. The County may also require certification of such reasons.

According to VESSA, it is unlawful to interfere with an employee's exercise of rights under the Act or to discriminate in employment against an individual because:

- A) The individual
- 1) Is, or is perceived to be, a victim of domestic or sexual violence;
 - 2) Has attended, participated in, prepared for, or requested leave to attend, participated in, or prepare for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the individual or a family or household member was a victim; or
 - 3) Requested an adjustment to a job, structure, workplace facility, or work requirement, including a transfer, reassignment, or modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, or implementation of a safety procedure in response to actual or threatened domestic or sexual violence; or
- B) The workplace is disrupted or threatened by the action of a person whom the individual states has committed or threatened to commit domestic or sexual violence against the individual or the individual's family or household member.

10.80-5 ILLEGAL HARASSMENT: It is the policy of McLean County Government to provide to all officials and employees a work environment free of harassment based upon gender, ethnicity, race, religious affiliation, age, physical and mental disability, and marital status, as well as sexual harassment. It is the right of all employees to work in an environment free from harassment and the responsibility of all employees to refrain from harassment. McLean County prohibits sexual harassment and harassment based upon gender, ethnicity, race, religious affiliation, age, and physical and mental disability of and by its employees. Harassment is inappropriate, offensive, and, in specific cases, may be illegal and will not be tolerated by McLean County.

~~County Services employees and judicial branch officials shall abide by the sexual harassment policy and procedures set forth by the Supreme Court of Illinois.~~

Harassment refers to physical or verbal actions that have the purpose or effect of substantially or unreasonably interfering with a person's work performance; and which create a hostile, intimidating, or offensive environment. Such actions, intentional or not, can annoy or disturb members of one sex, ethnicity, race, religion, age, marital status and disability. Examples include but are not limited to:

- A) Unwelcome sexual advances, requests for sexual favors, or physical conduct of a sexual nature.
- B) Any sexual, ethnic, racial, gender or religious-related jokes, comments, insults, cartoons, innuendoes, or personal conduct or mannerisms that could be construed as offensive, intimidating, or hostile as measured from the point of view of a reasonable person of the same protected group.
- C) Demeaning comments or ridicule of an employee based on the employee's status as a member of a protected group.
- D) Repeated unwanted, unwarranted, or unsolicited off-duty telephone calls, contact, or conduct that violates this policy.
- E) Submission to or rejection of such conduct is used as the basis for employment decisions.

- F) Displaying or permitting the display of pictures, drawings, or graffiti that could be considered a violation of this policy.

McLean County directs all employees and supervisory personnel within McLean County to ensure that their workplaces are free of harassment. Department Heads and supervisory personnel shall be responsible for supporting training on sexual, ethnic, racial, religious, age, and disability-related harassment prevention and this harassment policy. Department Heads and supervisory personnel shall post and distribute this policy, encourage employees to report harassment incidents, and assure employees they do not have to endure a hostile or negative work environment.

10.80-6 COMPLAINT PROCEDURE:

Employees who wish to register a complaint of sexual harassment (or any form of harassment based on their race, national origin, gender, age, marital status, religion or disability) may do so through the County Administrator's Office or their supervisor or any appropriate member of management.

All allegations of harassment will be investigated thoroughly. The facts will determine the response of the County to each allegation. Substantiated acts of harassment will be met with appropriate disciplinary action by the County up to and including termination. All information regarding any specific incident will be kept confidential within the necessary boundaries of the fact-finding process. No reprisal or retaliation against the employee reporting the allegation of harassment will be tolerated.

10.81 DISCIPLINE PROCEDURE: McLean County endeavors to follow a progressive discipline policy. The supervisor and/or the Department Head has the discretion to select the appropriate correction of unacceptable employee behavior. Progressive discipline may include counseling (talking to the employee), and seeking outside assistance. In instances where verbal discipline is not effective or appropriate, an employee may receive written notification of reprimand, suspension, demotion, and/or ultimately dismissal. Additionally, if a Department Head has evidence or credible reason to believe that an employee has engaged in some form of serious misconduct, the Department Head may immediately place the employee on Administrative Leave with pay, pending the outcome of an investigation into the suspected violation.

10.81-1 Progressive Discipline - should follow a consistent pattern and shall apply in both single and habitual cases of violation. Steps in Progressive Discipline may include one or more of the following:

- A) One-on-one counseling
- B) Oral reprimand or warning
- C) Written reprimand or warning
- D) Disciplinary suspension
- E) Final Action- Demotion or discharge is the final action.

10.81-2 Right To Grieve Adverse Action - Employees who wish to challenge any disciplinary action may appeal through the Grievance Policy (see Article 10).

10.81-3 2-Year Retention Limit- On Disciplinary Files - All written reprimands on file will be removed if, for the two (2) year period following the written statement, the employee remains in continuous active service, does not commit any other acts of misconduct and receives performance appraisals of satisfactory or better.

10.81-4 Responsibility For Documentation - Documentation concerning disciplinary actions shall be placed in the department's personnel files. Employees shall also be required to acknowledge receipt of any reprimand or warnings by signing the Disciplinary Action Form. It is not, however, considered an acceptance of or agreement to the action taken.

10.82 OUTSIDE EMPLOYMENT: No permanent full-time or part-time employee shall engage in outside employment which is not compatible with the full and proper discharge of duties and responsibilities of one's position or which tends to impair the capacity to perform one's duties and responsibilities in an acceptable manner. The County must assure that

no conflict or appearance thereof occurs, and that no unauthorized use of position or County facilities or property takes place.

10.82-1 Procedure - A full-time or part-time employee wishing to engage in outside employment shall notify the Department Head of outside employment. The Department Head shall evaluate the outside employment and determine its compatibility with the employee's obligation for full discharge of duties and responsibilities.

10.82-2 Internal Regulations - To ensure compliance with the Fair Labor Standards Act, part-time employment within the full-time employee's own department, or within another unit of County government is prohibited, except when all three (3) of the following conditions apply:

- A) Performance of the extra duties are completely voluntary;
- B) Performance of the extra duties are occasional and sporadic, and on a part-time basis; and
- C) Performance of the extra duties are in a different capacity from any capacity in which the employee is regularly employed.

Any activities or duties that meet the aforementioned criteria are not subject to overtime.

10.83 RESTRICTION OF POLITICAL ACTIVITIES: No County employee shall engage in political activities during working hours. No County employee shall use their position or the authority of their office to solicit contributions or any other support of partisan political activities. No County employee will be intimidated into supporting or contributing to partisan political activities. Any violation of this rule is cause for suspension or dismissal. Outside of working hours, there shall be no restriction on political activities, except employees under Federal grants covered by the Hatch Act.

~~Court Services employees shall not~~

- ~~1) become a candidate for nomination or election to, or accept appointment to, any public office;~~
- ~~2) hold any office or solicit funds for any political organization; or~~
- ~~3) publicly endorse, publicly oppose, or solicit funds for candidates for public office;~~

~~Further, if an employee engages in any of the above activity they shall be deemed to have vacated his or her position and shall be discharged.~~

10.84 USE OF COUNTY PROPERTY AND FACILITIES:

10.84-1 Use Of County Equipment, Supplies Or Tools:

- A) Equipment, supplies or tools shall not be used for private or unauthorized purposes.
- B) Employees shall be responsible for the care and conservation of County equipment, supplies or tools and shall promptly report accidents, breakdowns or malfunctions of any unit in order that necessary repairs may be made.
- C) Pursuant to the City of Bloomington Fire Code, the Town of Normal Fire Code and the NAFFA Code and because of the fire hazard to the public, employees, and County property, employees are prohibited from burning any open flame including candles in any County building or facility.

10.84-2 Other Property - Employees are required to return all County property or equipment in their possession upon separation from employment, promotion and/or transfer to another department, leave of absence or suspension.

10.84-3 Use Of County Telephone: Employees shall limit the use of all personal calls during work that interfere with their job or create a safety issue. In addition, payment for any charges accrued to the County telephones will be the employee's responsibility. Further information is available on this policy in the County Auditor's Office.

10.84-4 Acceptable Use Policy for Electronic Mail and Global Communications Facilities:

- A) **PURPOSE:** The purpose of this policy shall be to set forth and encourage the proper use of the electronic communications facilities provided to the employees of McLean County. This policy shall also apply to any other organization(s) or individual(s) that is granted use the facilities as the result of a written or oral inter-governmental or contractual agreement.

B) DEFINITIONS:

- 1) County Information Network -- The network of computers and other electronic devices provided for the electronic transaction of County business.
- 2) Electronic Mail -- A facility for the transmission of messages within or outside the County organization that relies on the electronic transmission or receipt of digital information.
- 3) Encryption Software -- Proprietary Software that changes information from its native state to an unrecognizable coded state which can only be returned to its native state with special software.
- 4) Global Communications Facility -- Any facility that allows the interactive transmission of data to or from locations outside the County organization. This definition includes the INTERNET and other facilities accessed by modems attached to the County Information Network.
- 5) Information Services -- The Information Services Department.

C) USE:

- 1) The County Board desires that use of these facilities shall be primarily for the transaction of County business. Use of these facilities for personal purposes, unless specifically authorized by the County Administrator for training purposes, shall be prohibited.
- 2) Use of these facilities for purposes that are illegal under existing Federal or State law, shall be expressly prohibited.
- 3) The County Administrator, may, from time to time, establish guidelines, consistent with this policy, to ensure the effective and efficient use of these facilities. These guidelines may include, but are not limited to, limitations on time available and the global facilities that can be accessed.
- 4) County employees who now have access to these facilities shall indicate their acceptance and agreement to comply with this policy in writing or their access may be terminated or suspended. Employees wishing to have access shall be required to indicate their agreement prior to being given access.
- 5) Use of encryption software must be specifically approved by the County Administrator prior to using such software for the storage, receipt or transmission of data.
- 6) The employee may encounter material that is offensive to them during the use of global communications facilities. The County assumes no liability or responsibility for such material since the County has no control over the materials placed on the global network.

D) MONITORING:

- 1) The County Administrator shall direct Information Services to monitor the use of the facilities and report the amount of time utilized to the County Administrator and/or the Elected official or Appointed Department Head on a monthly basis.
- 2) At the direction of the County Administrator, Information Services may electronically monitor use of these facilities by viewing material stored on the County Information Network or any computer in use in County facilities; or by directly viewing activity on the screen as it occurs. Employees shall have no expectation of privacy in information stored in County computers.

E) ENFORCEMENT:

- 1) The County Administrator shall report actual and/or suspected violations to the Elected official or Appointed Department Head responsible for the employee.
- 2) If an employee violates the policy, the County Administrator may suspend and/or terminate the employee's access to the electronic mail and global communications facility available on the County Information Network.
- 3) Violation of this policy may result in disciplinary action pursuant to the adopted Personnel Policy Ordinance.

10.84-5 Use of County-Owned Vehicles: Employees allowed use of County-owned vehicles are to do so for County business only. Any employees who are assigned County vehicles for long-term/take-home use must report all mileage accrued on the vehicle for personal use. Further, detailed information and requirements regarding County vehicle usage is outlined in the "County Owned/Leased Vehicle and Equipment Policy."

10.85 CONFLICT OF INTEREST: Except as otherwise authorized or provided by the Illinois Compiled Statutes, a McLean County Resolution or action of the McLean County Board, no employee of the County shall have any substantial interest, direct or indirect, or engage in any business transaction or professional activity or incur any obligation of any nature which is in conflict with the proper discharge of their duties in the public interest.

No employee of the County shall use their position to secure special privileges or exemptions, personally or for others. No employee of the County shall directly or indirectly receive or agree to receive any compensation, gift, reward or gratuity from any source except McLean County, for any matter or proceeding connected with or related to the duties of such employee. However, honoraria or expenses paid for papers, talks, demonstrations or appearances made by employees on their own time shall not be deemed as a violation of this section provided such activity is approved by the Department Head.

Department Heads must receive prior approval of the County Ethics Officer to receive honoraria or expenses paid for papers, talks, demonstrations or appearances made on their own time wherein they are acting or speaking in their official capacity as an official of McLean County Government.

10.86 GIFT BAN: No employee shall solicit or accept any gift from any prohibited source or in violation of any federal or State statute, rule, regulation or any ordinance or resolution. This ban applies to and includes spouses of, and immediate family living with, the employee. A detailed description of this policy can be found in the McLean County Gift Ban Ordinance, as part of Chapter Five (5) of the McLean County Code. ~~Court Services employees must abide by the policy stated in the Illinois Compiled Statutes (730 ICS 110/11) regarding compensation, gifts, or gratuities.~~

10.87 CONFIDENTIALITY: All employees are prohibited from directly or indirectly using or allowing the use of official information obtained through, or in connection with, employment with the County which has not been made available to the general public, for the furtherance of any private interest. Violation of this principle is a serious matter and will result in immediate disciplinary action as outlined in Section 10.80. Additionally, disclosure of any information discussed and recorded in closed session held by the County Board, and/or its committees is strictly prohibited. Violation of this provision by any Department Head or employee of McLean County shall result in disciplinary action taken pursuant to those outlined in Section 10.80 of this ordinance, collective bargaining agreement and/or other provision that may be required under state law.

ARTICLE 9 TERMINATIONS

10.90 TERMINATIONS AND SEPARATION:

10.90-1 I.M.R.F. Separation Benefit and Retirement Pension Application: Employees of McLean County may be eligible for certain benefits of the Illinois Municipal Retirement Fund (I.M.R.F.) upon retirement or separation from the County. Employees should refer to the I.M.R.F. website, or contact the County Administrator's Office for special information regarding their benefit status.

10.90-2 Resignation - Voluntary: An employee may resign from County employment by presenting a resignation, in writing, to the Department Head. To resign in good standing, an employee must give the Department Head at least fourteen (14) calendar days notice. A resigning employee will be eligible for compensation for any earned but unused vacation leave accrual. Additionally, employees shall receive payment for any vacation leave time accrued in the TOPS program, if applicable. Upon receipt of the resignation notice, the Department Head will notify the Treasurers Office and such unused benefit time payment will be included in the final paycheck. An employee desiring to take vacation prior to termination should include such request in the resignation notice, and a termination date clearly established. The last compensated day for all fiscal reports shall be the date certain stated on the notice of termination. The Department Head may choose to set the date for actual termination prior to the end of fourteen (14) calendar days. In order to establish a uniform policy regarding resignation, the following procedure will be used:

- A) When an employee notifies a Department Head or designated staff member of the intent to resign, an exit interview should be conducted.

- B) An appointment should be arranged with the County Administrator's Office for the resigning employee. The Department Head should make sure that all County property and equipment in the possession of the employee, including keys, tools, uniforms, insurance cards, etc., are returned to the department prior to the employee's departure.
- C) An employee leaving in good standing is eligible for re-employment at a later date provided that the last performance evaluation was satisfactory or better. Unless a release form is signed by an employee allowing additional information to be given out, only their date of hire, date of termination and re-hire eligibility status may be released.

10.90-3 Resignation- Involuntary: An employee shall be regarded as having resigned a position if able to notify the immediate supervisor of the reason for an absence, but fails to do so for three (3) consecutive working days. Involuntary Resignation shall also apply to employees who have notified their immediate supervisor within the necessary time period, but have exhausted all available leave time. Compensation owed to the employee during the pay period including the resignation will be paid on the appropriate payday.

10.90-4 Dismissal: Employees in an initial evaluation period may be dismissed at any time at the discretion of the Department Head. This policy does not apply to an employee serving an evaluation period following a transfer or promotion.

No employee who has completed the initial evaluation period shall be dismissed except for just cause. Just cause shall be defined, as an employee violation of a stated policy, where the employee's conduct adversely affects their job performance, and the infraction is sufficiently serious to warrant firing. An employee who has been dismissed shall not be deemed to have severed employment in good standing. The employee shall be furnished with a statement, in writing, from the Department Head setting forth the reason(s). A copy of the statement and any reply from the employee shall be filed with the County Administrator. Dismissal shall be only for just cause, as follows:

- A) Just cause is a violation of ~~state or federal law~~ and/or established work rules or action on the part of the employee, which impairs the effectiveness, efficiency or reputation of the County. (See Section 10.80, ~~General~~ Rules of Conduct for examples of such action and procedures to follow prior to dismissal.)
- B) An employee dismissed for just cause shall be paid all compensation due at the time of termination.
- C) An employee may grieve a dismissal in accordance with Article 10.

10.90-5 Reduction In Work Force: Department Heads may reduce the work force in their respective departments by terminating an employee, or group of employees, by reason of abolition of a position(s), shortage of work or funds, or other reasons outside the employee's control and which do not reflect discredit on the work performance of the employee. The duties formerly performed by the terminated employee(s) may be assigned, in whole or in part, to other employees. To insure that employees are given adequate notice and are treated in a fair and consistent manner:

- A) The order of the terminations shall be established by the Department Head on the basis of the needs of the County, and are subject to the provisions of any applicable collective bargaining agreements.
- B) Factors such as relative merit and seniority of the persons shall be considered for termination.
- C) Employees whom have not completed the evaluation period in a class of positions shall be terminated before other persons in the class are terminated. Also, consideration shall be given to full-time employees before part-time and temporary employees.
- D) The affected employees shall be notified as quickly as possible, and in no event less than seven (7) days before the action takes place.
- E) Employees terminated under this section have the same rights and privileges to re-employment as employees on a granted leave of absence without pay.
- F) Employees affected by action under this section are eligible for all compensation due in the same manner as an employee resigning under favorable conditions.

- G) A copy of the circumstances shall be retained in the employee's personnel file.

ARTICLE 10 GRIEVANCE PROCEDURE

10.100 GRIEVANCE POLICY: It is the policy of McLean County to encourage and promote the prompt and equitable adjustment of employee grievances so that a harmonious and productive work environment is maintained. It is not necessary that the work situation actually is wrong, unjust, or unfair; it is only necessary that the employee perceive it to be so.

10.100-1 Definition: A grievance shall mean a written complaint by an employee covered by this ordinance that there has been an alleged violation, misinterpretation or misapplication of the specific provisions of this ordinance, provided that the layoff or discharge of a newly-hired employee in an initial evaluation period shall not be a subject for grievance.

10.100-2 Purpose: Every employee covered by this ordinance 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.

10.100-3 Representation: The grievant has the right to representation of choice in the grievance procedure and for any meeting that the grievant reasonably believes might lead to discipline. The grievant shall be present at all grievance steps unless the McLean County 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 representative shall be unpaid. Pay shall not be withheld if said meeting is scheduled by the immediate supervisor, Department Head, or County Administrator during the grievant's working hours.

10.100-4 Time Limits: A grievance must be filed within fourteen (14) calendar days of the occurrence of the event, or when an employee has been made aware 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.

10.100-5 Informal Resolution: McLean County acknowledges 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.

- A) The grievant shall file the grievance in writing using the prescribed grievance form 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 ordinance, which are applicable and shall state the remedy requested. The supervisor shall arrange for a meeting to take place with the grievant within fourteen (14) calendar days after receipt of the grievance. The supervisor shall make the decision on the grievance and communicate it in writing to grievant within seven (7) calendar days of the meeting.
- B) In the event a grievance has not been satisfactorily resolved at Step A, the grievant may present the grievance within fourteen (14) calendar days to the Department Head or designee who will follow the same provisions as established in Step A.
- C) In the event a grievance has not been satisfactorily resolved at Step B, the grievant may present the grievance within fourteen (14) calendar days to the County Administrator who will follow the same provisions as established in Step A. Grievances involving a suspension or discharge are grievable directly to Step C. Employees shall have the right to make comments on any form that is going to be placed in their personnel file.
- D) Court Services employees will follow the grievance procedures as outlined by the Administrative Office of the Illinois Courts (AOIC).

10.100-6 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 10.100-5.

10.101 Criminal Fraud or Abuse: Grievances involving allegations of criminal fraud and/or abuse will be turned over to the McLean County State's Attorney's Office for determination of any criminal activity. If any criminal activity is found, grievance procedures under this section will be "stayed" pending the adjudication in the courts. If criminal activity is not found, procedures described in this section will be followed.

10.102 Miscellaneous Provisions:

- A) Upon mutual agreement, time limits established may be waived.
- B) The Informal Grievance Procedure shall be private and considered to be internal to the department.
- C) This policy does not apply to non-selection for promotion or merit salary increase from a group of properly ranked and certified candidates.

10.103 SAFETY RESPONSIBILITIES: It is the intention of McLean County to provide a safe and healthy working environment for all employees. The Risk Manager, working in cooperation with the Elected Official or Department Head, has the overall responsibility for formulating, directing and coordinating safety activities throughout County employment. In keeping with this policy, the following duties will be enforced:

10.103-1 DEPARTMENT HEAD/SUPERVISOR/FOREMAN:

- A) Assume full responsibility for safe and healthy working conditions for all employees.
- B) Ensure that all management policies herein are fully implemented for maximum efficiency of each job.
- C) Take the initiative in recommending corrections of deficiencies noted in facilities and work procedures that effect County loss control efforts.
- D) Be firm in enforcement of work policies by being impartial in taking disciplinary action against those who fail to conform and by being prompt to give recognition to those who perform well.
- E) Ensure that each employee is fully trained for the job assigned and that the employee is familiar with published department work rules.
- F) Fully cooperate with the County Administrator's Office in shutting down operations considered to be an imminent danger to employees or in removing personnel from hazardous jobs when they are not wearing or using prescribed protective equipment.

10.103-2 EMPLOYEE: Each County employee shall be fully responsible for implementing the provisions of the safety program as it pertains to operations. The responsibilities listed are MINIMUM, and they shall in no way, be construed to limit individual hazards.

- A) All unsafe conditions are to be reported to the immediate supervisor.
- B) Keep work areas clean and orderly at all times.
- C) Report all accidents immediately to the supervisor.
- D) Avoid engaging in any horseplay and avoid distracting others.
- E) Learn to lift and handle material properly. Each employee working at a hazardous job shall, in addition:
 - 1) Obey all safety rules and follow published work instructions;

- 2) If any doubt exists about the safety of doing a job, stop and get instructions from the supervisor before continuing work;
- 3) Only operate equipment that has been authorized by the Supervisor;
- 4) Use only the prescribed equipment for the job and handle it properly;
- 5) Wear required protective equipment when working in hazardous operations area;
- 6) Dress safely and sensibly; and
- 7) Take an active part in the safety program.

<u>TITLE</u>	<u>VALUES</u>	<u>Knowledge/ Ability</u>	<u>Supervision/ Responsibility</u>	<u>Scope/ Effect</u>	<u>Problem Solving</u>	<u>Authority</u>	<u>Contact</u>	<u>Physical</u>	<u>TOTAL</u>
	<u>FACTOR</u>	20	15	20	20	5	15	5	
		<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>	<u>VI</u>	<u>VII</u>	
County Administrator	LEVEL XXI: 795-825	9	11	7	10	7	5	2	805
Health Department Administrator	LEVEL XX: 760-790	8	10	7	9	6	5	2	745
Assistant County Administrator	LEVEL XIX: 725-755	8	10	6	9	6	5	2	725
County Engineer	LEVEL XVII: 690-720	7	9	6	9	6	4	2	675
Nursing Home Administrator	LEVEL XVII: 655-685	7	9	6	9	5	4	2	670
Public Defender		7	8	6	8	6	5	2	655
Chief Deputy Sheriff	LEVEL XVI: 620-650	7	8	5	9	6	4	2	640
Court Services Director		7	9	6	7	6	4	2	635
Assistant State's Attorney V	LEVEL XV: 585-615	7	8	5	8	6	4	2	620
Director, Information Systems	LEVEL XIV: 550-580	6	7	6	8	5	3	2	585
Director, Nursing Services		7	8	5	6	5	3	2	560
Director, Personal Health Services		7	8	5	6	5	3	2	560
Assistant County Engineer	LEVEL XIII: 515-545	6	8	5	6	5	4	2	555
Supervisor of Assessments		6	6	6	6	5	4	2	545
Emergency Communications Director		6	6	6	6	5	4	2	545
Director, Building and Zoning		6	6	6	6	5	4	2	545
Assistant Administrator, Health Dept.		6	5	6	6	5	4	2	530
Assistant State's Attorney IV		6	7	5	6	5	3	2	525
Facilities Maintenance Director		6	6	6	5	5	4	2	525
Jail Superintendent		6	7	5	6	5	3	2	525
Environmental Health Director		6	7	5	6	5	3	2	525
Superintendent of Juvenile Detention		6	6	5	6	5	4	2	525
Assistant Director, Information Services		5	7	5	7	5	3	2	525
Director, Parks and Recreation		6	5	6	6	5	3	2	515
Assistant Public Defender IV		6	6	5	6	6	3	2	515

<u>TITLE</u>	<u>VALUES</u>	<u>Knowledge/ Ability</u>	<u>Supervision/ Responsibility</u>	<u>Scope/ Effect</u>	<u>Problem Solving</u>	<u>Authority</u>	<u>Contact</u>	<u>Physical</u>	<u>TOTAL</u>
	<u>FACTOR</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>	<u>VI</u>	<u>VII</u>	
LEVEL XII: 480-510									
Director, Children's Advocacy Center		5	6	6	6	5	3	2	510
Command Lieutenant		6	6	5	5	5	3	3	495
Director, ESDA		5	5	6	6	5	3	2	495
Highway Operations Officer		5	6	5	6	5	3	3	495
Communicable Disease/Health Prog. Sup.		5	6	5	6	5	3	2	490
Community Health Services Supervisor		5	6	5	6	5	3	2	490
Assistant Public Defender III		5	6	5	6	5	3	2	490
Assistant State's Attorney III		5	6	5	6	5	3	2	490
Civil Engineer II		5	6	5	6	4	3	3	490
Risk Manager		5	5	6	6	4	3	2	490
Systems/Database Coordinator		5	6	5	6	4	3	2	485
Network Program Manager		5	6	5	6	4	3	2	485
Maternal/Child Health Services Supervisor		5	7	5	5	5	3	2	485
Environmental Health Program Supervisor		5	6	5	5	5	4	2	485
Assistant County Treasurer		5	6	5	5	4	4	2	480
LEVEL XI: 445-475									
Assistant Supt. Juvenile Detention		5	6	5	5	5	3	2	470
Network Security Specialist		6	5	5	5	4	3	2	470
Deputy Director, Court Services		5	6	5	5	5	3	2	470
Detention Health Supervisor		5	6	5	5	5	3	2	470
Chief Deputy Circuit Clerk		5	6	5	5	4	3	2	465
Asst. Director of MMCCC-technical services		5	5	5	5	4	3	3	455
Civil Engineer I		5	5	5	5	4	3	3	455
Jail Operations Supervisor		5	6	4	5	5	3	2	450
Facilities Maintenance Supervisor		4	5	5	5	4	4	3	450
Assistant State's Attorney II		5	5	4	6	4	3	2	450
Assistant Public Defender II		5	5	4	6	4	3	2	450
Programmer		5	5	5	5	4	3	2	450
LEVEL X: 410-440									
Health Promotion Program Manager		5	6	4	5	3	3	2	440
Internal Auditor		6	3	5	5	3	3	2	435
Staff Accountant		5	4	5	5	4	3	2	435
Planner-Building and Zoning		4	4	5	5	4	4	2	430
Assistant Director of Nursing-RN		5	5	4	5	4	3	2	430

TITLE	VALUES	Knowledge/ Ability	Supervision/ Responsibility	Scope/ Effect	Problem Solving	Authority	Contact	Physical	TOTAL
FACTOR	410-440	20	15	20	20	5	15	5	
		I	II	III	IV	V	VI	VII	
(cont'd) LEVEL X:									
Assistant State's Attorney I		5	5	4	5	3	3	2	425
Assistant Public Defender I		5	5	4	5	3	3	2	425
DCFS Lead Agency Coordinator		4	5	5	5	3	3	2	425
Computer Services Coordinator		5	5	5	5	2	2	2	425
Assistant Director-MMCCC Operations		4	6	4	5	4	3	2	425
Birth to Three Assurance Coordinator		4	5	5	5	3	3	2	425
Highway Maintenance Coordinator		4	5	4	5	5	3	3	420
Facilities Maintenance Foreman		4	4	5	5	4	3	3	420
Case Management Supervisor		4	6	4	5	3	3	2	420
Project Manager		4	4	5	5	4	3	3	420
Juvenile Detention Shift Supervisor		4	6	3	5	5	3	3	415
Probation Officer II		4	5	4	5	3	3	3	410
Senior Staff Sanitarian		5	3	4	5	5	3	3	410
Chief Deputy County Clerk		4	5	5	5	3	2	2	410
Chief Deputy Coroner		5	5	4	4	3	3	3	410
Forensic Interviewer		5	4	4	5	3	3	2	410
Communicable Disease Program Coord.		4	5	4	5	3	3	3	410
Bio-Terrorism/Public Health Planner		4	5	4	5	3	3	3	410
WIC Nutritionist/Program Coordinator		4	5	4	5	4	3	2	410
Clinic Supervisor		4	5	4	5	3	3	3	410
LEVEL IX: 375-405									
Public Health Communications Specialist		4	4	5	5	2	3	2	405
Assistant Chief County Assessment Officer		4	6	5	3	4	3	2	405
Senior Accounting Specialist		4	4	4	5	3	3	2	390
Inmate Assessment Specialist		4	4	4	5	3	3	2	390
Emergency Communications Supervisor		3	5	4	5	4	3	2	390
Assistant Director of Nursing-LPN		3	5	4	5	4	3	2	390
Detention Training Accreddtm. Specialist		4	4	3	5	5	3	3	385
Circuit Clerk-Division Supervisor II		4	5	4	4	3	3	2	385
Probation Officer I		4	4	3	5	4	3	3	380
Juvenile Detention Officer		4	4	3	5	4	3	3	380
Animal Control Director		3	5	4	4	5	3	3	380
Juvenile Detention Program Coordinator		4	4	3	5	4	3	3	380
Fleet Manager		4	4	3	5	3	3	4	380

<u>TITLE</u>	<u>VALUES</u>	<u>KNOWLEDGE/ ABILITY</u>	<u>SUPERVISION/ RESPONSIBILITY</u>	<u>SCOPE/ EFFECT</u>	<u>PROBLEM SOLVING</u>	<u>AUTHORITY</u>	<u>CONTACT</u>	<u>PHYSICAL</u>	<u>TOTAL</u>
		20 I	15 II	20 III	20 IV	5 V	15 VI	5 VII	
(cont'd) LEVEL IX: 375-405									
Food Services Supervisor		4	5	4	4	5	2	2	380
Operations Officer, Parks and Recreation		4	4	4	5	3	2	2	375
Quality Assurance Specialist		4	4	4	5	3	2	2	375
Communicable Disease Investigator		4	4	3	5	3	3	3	375
Staff Sanitarian		4	4	3	5	3	3	3	375
Public Health Nurse		4	4	3	5	3	3	3	375
Registered Nurse		4	4	3	5	3	3	3	375
Registered Nurse-Nursing Home		4	4	3	5	3	3	3	375
School Health Nurse Consultant		4	4	3	5	3	3	3	375
Clinic Nurse		4	4	3	5	3	3	3	375
LEVEL VIII: 340-370									
CASA Coordinator		4	4	3	5	3	3	2	370
Case Manager		4	4	3	5	3	3	2	370
Senior Assessor		4	4	4	4	3	3	2	370
Veterans Assistance Officer		2	3	6	4	5	3	2	365
Defense Investigator		4	4	3	5	2	3	2	365
Program Administrator, County Clerk		4	4	4	3	3	4	2	365
Health Promotion Specialist		4	4	3	5	2	3	2	365
Victim/Witness Program Coordinator		3	4	4	4	5	3	2	360
Chief Deputy Recorder		4	4	5	3	3	2	2	355
Human Resources Assistant		4	4	3	5	3	2	2	355
WIC Nutritionist		4	4	3	5	3	2	2	355
Assistant Director, ESDA		3	4	4	4	4	3	2	355
Social Services Director		3	4	4	4	4	3	2	350
Inmate Programs Supervisor		3	5	4	4	3	2	2	350
Circuit Clerk Division Supervisor I		4	5	4	3	3	2	2	350
County Administrator's Assistant		4	4	3	4	3	3	2	350
Administrative Support Supervisor II		4	5	4	3	3	2	2	350
Domestic Services Director		3	5	4	4	3	2	2	350
Asst. to the Nursing Home Administrator		4	5	4	3	3	2	2	350
Network Support Specialist		4	3	4	4	2	2	3	340
Engineering Technician II		3	4	4	4	3	2	3	340
LEVEL VII: 305-335									
Administrative Support Supervisor I		4	4	4	3	3	2	2	335

<u>TITLE</u>	<u>VALUES</u>	<u>Knowledge/ Ability</u>	<u>Supervision/ Responsibility</u>	<u>Scope/ Effect</u>	<u>Problem Solving</u>	<u>Authority</u>	<u>Contact</u>	<u>Physical</u>	<u>TOTAL</u>
	<u>FACTOR</u>	<u>20</u>	<u>15</u>	<u>20</u>	<u>20</u>	<u>5</u>	<u>15</u>	<u>5</u>	<u>5</u>
		<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>	<u>VI</u>	<u>VII</u>	<u>VII</u>
(cont'd) LEVEL VII:									
Assessor	305-335	4	4	3	3	3	3	2	330
Zoning Enforcement Officer		3	3	4	3	4	3	3	325
Senior Field Inspector-Building and Zoning		3	3	4	3	3	3	3	320
Legal Assistant II		4	3	3	4	3	2	2	320
Jury Coordinator		3	4	4	3	4	2	2	320
Accounting Specialist II		4	3	4	3	3	2	2	320
Administrative Specialist		4	3	3	3	3	3	2	315
Deputy Coroner		3	3	3	4	2	3	3	315
Park Maintenance Supervisor		3	4	4	3	2	2	3	315
Custodial Supervisor		2	5	4	3	3	2	3	315
Supervising Office Support Specialist		4	4	3	3	3	2	2	315
Heavy Equipment Mechanic		3	3	3	4	3	2	4	310
Animal Control Manager		3	3	3	3	4	3	3	305
Building Maintenance Mechanic II		3	3	4	3	3	2	3	305
Engineering Technician I		3	3	4	3	2	2	4	305
Licensed Practical Nurse		3	3	3	4	3	2	3	305
Licensed Practical Nurse-Nursing Home		3	3	3	4	3	2	3	305
LEVEL VI:									
Circuit Court Secretary	270-300	4	3	3	3	3	2	2	300
Victim/Witness Specialist		3	3	3	3	3	3	2	295
Senior Field Inspector-Assessment		3	3	3	3	2	3	3	295
Computer Operator II		4	3	3	3	2	2	2	295
Activity Director		3	3	3	3	2	3	2	290
Fleet Mechanic		3	3	3	3	3	2	3	285
Assistant Field Inspector-Assessment		3	3	3	3	2	2	3	280
Legal Assistant I		3	3	3	3	3	2	2	280
Park Maintenance Worker II		3	3	3	3	2	2	3	280
Animal Control Warden		2	2	3	3	4	3	4	275
Office Support Specialist II		3	3	3	3	2	2	2	275
Safety Coordinator		3	3	3	3	2	2	2	275
LEVEL V:									
Assistant Food Services Supervisor	235-265	3	3	3	2	3	2	3	265
Dental Hygienist		3	3	3	2	2	2	2	255
Computer Operator I		3	2	2	3	2	2	2	240

TITLE	VALUES	Knowledge/ Ability	Supervision/ Responsibility	Scope/ Effect	Problem Solving	Authority	Contact	Physical	TOTAL
FACTOR	20	15	20	20	5	15	5	VII	5
	I	II	III	IV	V	VI	VII		
(cont'd) LEVEL V:									
Vision/Hearing Technician	3	2	3	2	2	2	2	2	240
Building Maintenance Mechanic I	2	3	3	2	2	2	2	3	240
Building Maintenance Mechanic-NH	2	3	3	2	2	2	2	3	240
Accounting Specialist I	3	2	3	2	2	2	2	2	240
Lead Custodian	2	3	3	2	2	2	2	3	240
Park Maintenance Mechanic I	2	3	3	2	2	2	2	3	240
LEVEL IV:									
Emergency Com. Addressing Tech	3	2	2	2	2	2	2	2	220
Assistant Clerk, Jury Commission	2	2	2	2	2	3	2	2	215
Building Maintenance Worker	2	2	2	2	2	2	2	3	205
Building Maintenance Worker-Nursing Home	2	2	2	2	2	2	2	3	205
Park Maintenance Worker I	2	2	2	2	2	2	2	3	205
Commissary Clerk	2	2	2	2	2	2	2	3	205
Mail Processing Clerk	2	2	2	2	2	2	2	3	205
Courtroom Clerk	2	2	2	2	2	2	2	2	200
Deputy County Clerk	2	2	2	2	2	2	2	2	200
Office Support Specialist I	2	2	2	2	2	2	2	2	200
Visitor Aide	2	1	2	2	2	3	2	2	200
LEVEL III:									
Jury Bailiff	2	2	2	1	2	2	2	2	180
CNA Coordinator	2	2	2	1	2	2	2	2	180
Custodian	2	2	2	1	2	1	3	2	170
LEVEL II:									
Receptionist	2	1	2	1	1	2	2	2	160
Volunteer Services Coordinator	2	2	2	1	2	1	1	1	160
Automotive Servicer	2	1	2	1	1	1	2	2	145
Lobby Security Screener	2	1	1	1	2	2	2	2	145
LEVEL I:									
									95-125

Position Classifications and Pay Ranges for Fiscal Year 2005

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class</u>
M	\$4.7384	\$9.7575	75	Assistant	0004
				Clerical Assistant	0010
				Intern	0399
1	\$9.1095	\$13.2089			
2	\$9.7925	\$14.1975	80	Receptionist	0003
				Lobby Security Screener	3301
				Automotive Servicer	7301
				Volunteer Services Coordinator	8311
3	\$10.5266	\$15.2628	80	Custodian	7131
				CNA Coordinator	8004
4	\$11.3164	\$16.4137	75	Commissary Clerk	0005
				Office Support Specialist I	0011
				Deputy County Clerk	0023
				Assistant Clerk-Jury Commission	1202
4	\$11.3164	\$16.4137	80	Mail Processing Clerk	0007
				Emergency Communications Addressing Technicia	3107
				Visitor Aide	3303
				Building Maintenance Worker	7142
				Building Maintenance Worker-Nursing Home	7152
				Park Maintenance Worker I	7210
5	\$12.1653	\$17.6439	75	Accounting Specialist I	0101
				Computer Operator I	0201
				Vision and Hearing Technician	8101
				Dental Hygienist	8103
5	\$12.1653	\$17.6439	80	Lead Custodian	7133
				Building Maintenance Mechanic I	7143
				Building Maintenance Mechanic -Nursing Home	7153
				Park Maintenance Mechanic I	7221
				Assistant Food Services Supervisor	9015
6	\$13.0776	\$18.9677	75	Office Support Specialist II	0012
				Safety Coordinator	0046
				Computer Operator II	0202
				Legal Assistant I	1101
				Victims/Witness Specialist	1135
				Circuit Court Secretary	1205
				Animal Control Warden	2001
				Assistant Field Inspector - Assessment	5001
				Senior Field Inspector - Assessment	5002
				GIS Technician	5005
				6	\$13.0776
Fleet Mechanic	7303				
Activity Director	8305				

* = Exempt Position
All positions beyond
Grade 10 are exempt

3/28/05

Position Classifications and Pay Ranges for Fiscal Year 2005

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class</u>				
7	\$14,0585	\$20,3900	75	Supervising Office Support Specialist	0013				
				Administrative Support Supervisor I	0015				
				Administrative Specialist	0017				
				Accounting Specialist II	0102				
				Legal Assistant II	1102				
				Jury Coordinator	1207				
				Animal Control Manager	2005				
				Deputy Coroner	2103				
				Assessor	5011				
				Senior Field Inspector-Building and Zoning	6001				
				Zoning Enforcement Officer	6003				
				80				Engineering Technician I	6102
								Custodial Supervisor	7132
								Building Maintenance Mechanic II	7144
Park Maintenance Supervisor	7222								
Heavy Equipment Mechanic	7305								
Licensed Practical Nurse-Nursing Home	8005								
Licensed Practical Nurse	8006								
8	\$15,1129 \$29,470	\$21,9159 \$42,736	75	Administrative Support Supervisor II	0016				
				County Administrator's Assistant	0019				
				Program Administrator, County Clerk	0025				
				Chief Deputy Recorder*	0031				
				Human Resources Assistant	0041				
				Network Support Specialist	0211				
				Defense Investigator	1127				
				Victim Witness Program Coordinator*	1136				
				Circuit Clerk-Division Supervisor I	1215				
				CASA Coordinator*	2305				
				Veterans Assistance Officer*	2403				
				Assistant Director-ESDA	3203				
				Inmate Program Supervisor	4109				
				Senior Assessor	5012				
				WIC Nutritionist*	8041				
				Health Promotion Specialist*	8115				
				Case Manager*	8123				
				80				Engineering Technician II	6104
								Domestic Services Director	7125
								Assistant to the Nursing Home Administrator	8131
Social Services Director	8325								
9	\$16,2459 \$31,680	\$23,5608 \$45,944	75	Senior Accounting Specialist	0103				
				Circuit Clerk-Division Supervisor II	1216				
				Probation Officer I	1301				
				Inmate Assessment Specialist*	4108				
				Assistant Chief County Assessment Officer	5015				
				Clinic Nurse*	8011				
				Registered Nurse*	8013				
				Registered Nurse-Nursing Home	8014				

* = Exempt Position
 All positions beyond
 Grade 10 are exempt

Position Classifications and Pay Ranges for Fiscal Year 2005

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class</u>				
9(cont.)	\$16,2459	\$23,5608	75	Public Health Nurse*	8015				
				School Health Nurse Consultant*	8017				
				Communicable Disease Investigator*	8105				
				Public Health Communications Specialist*	8113				
				Quality Assurance Specialist*	8127				
				Staff Sanitarian	8403				
				80				Animal Control Director	2007
								Emergency Communications Supervisor*	3104
								Juvenile Detention Officer	4001
								Juvenile Detention Program Coordinator	4002
Detention Training/Accreditation Specialist*	4011								
Operations Officer, Parks and Recreation	7216								
Fleet Manager	7307								
Assistant Director of Nursing-LPN	8031								
Food Services Supervisor	9017								
10	\$18,6831 \$36,432	\$27,0919 \$52,829	75	Chief Deputy County Clerk*	0027				
				Staff Accountant*	0105				
				Internal Auditor*	0106				
				Computer Services Coordinator*	0213				
				Assistant States Attorney I*	1105				
				Assistant Public Defender I*	1112				
				Probation Officer II	1302				
				Chief Deputy Coroner*	2104				
				Planner-Building and Zoning*	6011				
				Clinic Supervisor*	8025				
				WIC Nutritionist/Program Coordinator*	8043				
				Communicable Disease Program Coordinator*	8107				
				Health Promotion Program Manager*	8117				
				DCFS Lead Agency Coordinator*	8121				
				Forensic Interviewer*	8124				
				Case Management Supervisor*	8125				
				Bio-Terrorism/Public Health Planner*	8128				
				Birth to Three Assurance Coordinator*	8141				
				80				Assistant Director-MMCCC Operations*	3105
								Juvenile Detention Shift Supervisor	4003
								Project Manager	6101
								Highway Maintenance Coordinator	7015
								Facilities Maintenance Foreman	7145
								Assistant Director of Nursing-RN	8030
								Senior Staff Sanitarian*	8405
				11	\$43,718	\$63,402		Programmer	0205
								Network Security Specialist	0214
								Assistant States Attorney II	1106
Assistant Public Defender II	1113								
Chief Deputy-Circuit Clerk	1217								
Deputy Director-Court Services	1305								
Assistant Director-MMCCC Technical Services	3109								
Assistant Superintendent-JDC	4005								

* = Exempt Position
All positions beyond
Grade 10 are exempt

Position Classifications and Pay Ranges for Fiscal Year 2005

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class</u>
11 (cont.)	\$43,718	\$63,402		Jail Operations Supervisor	4105
				Civil Engineer I	6105
				Facilities Maintenance Supervisor	7147
				Detention Health Supervisor	8129
12	\$48,091	\$69,731		Risk Manager	0047
				Assistant County Treasurer	0111
				Systems/Database Coordinator	0209
				Network Program Manager	0215
				Director-Children's Advocacy Center	0327
				Director-ESDA	0329
				Assistant States Attorney III	1107
				Assistant Public Defender III	1114
				Command Lieutenant	3006
				Civil Engineer II	6106
				Highway Operations Officer	6107
				Community Health Services Supervisor	8021
				Maternal-Child Health Services Supervisor	8023
				Communicable Disease/Health Program Supervisor	8109
Environmental Health Program Supervisor	8406				
13	\$52,899	\$79,357		Assistant Director, Information Services	0217
				Director-Building and Zoning	0325
				Director-Parks and Recreation	0331
				Emergency Communications Director	0335
				Supervisor of Assessments	0345
				Assistant States Attorney IV	1108
				Assistant Public Defender IV	1115
				Superintendent of JDC	4007
				Jail Superintendent	4107
				Facilities Maintenance Director	7148
				Assistant Administrator-Health Department	8133
				Environmental Health Director	8407
				14	\$56,867
Director of Nursing Services	8029				
Director Personal Health Services	8135				
15	\$61,132	\$91,699		Director-Information Services	0333
16	\$64,189	\$96,278		Court Services Director	0323
				Assistant States Attorney V	1109
				Chief Deputy Sheriff	3009
17	\$67,399	\$101,096		County Engineer	0315
				Nursing Home Administrator	0339
				Public Defender	0341
18	\$69,083	\$103,624			
19	\$70,809	\$106,226		Assistant County Administrator	0301
				Health Department Administrator	0337

* = Exempt Position
All positions beyond
Grade 10 are exempt

Position Classifications and Pay Ranges for Fiscal Year 2005

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class</u>
20	\$74,351	\$111,525			
21	\$85,503	\$128,255		County Administrator	0305

* = Exempt Position
All positions beyond
Grade 10 are exempt

3/28/05

Appendix II
 Vacation and Sick Leave Accrual
 as of 2/16/2005

Vacation Accrual

Years Worked	FOP Sheriff's Deputies	General	AFSCME Highway Department	METCOM with TOPS	Juvenile Detention with TOPS	Nursing Home	Correctional Officers FOP
<1	.0385	.0385	.0385	.1346	.1193	.0808	.1346
<2	.0385	.0385	.0385	.1346	.1193	.0962	.1346
<3	.0385	.0385	.0385	.1346	.1193	.0962	.1346
<4	.0385	.0385	.0385	.1346	.1193	.0962	.1346
<5	.0385	.0385	.0385	.1346	.1193	.0962	.1346
<6	.0385	.0385	.0385	.1346	.1193	.1192	.1346
<7	.0577	.0577	.0577	.1538	.1385	.1192	.1538
<8	.0577	.0577	.0577	.1538	.1385	.1192	.1538
<9	.0577	.0577	.0577	.1538	.1385	.1192	.1538
<10	.0577	.0577	.0577	.1538	.1385	.1192	.1538
<11	.0577	.0577	.0577	.1538	.1385	.1385	.1538
<12	.0577	.0577	.0577	.1538	.1385	.1385	.1538
<13	.0577	.0577	.0577	.1538	.1385	.1385	.1538
<14	.0577	.0577	.0577	.1538	.1385	.1385	.1538
<15	.0577	.0577	.0577	.1538	.1385	.1385	.1538
<16	.0616	.0616	.0616	.1577	.1423	.1385	.1577
<17	.0654	.0654	.0654	.1615	.1462	.1385	.1615
<18	.0693	.0693	.0693	.1654	.1500	.1385	.1654
<19	.0731	.0731	.0731	.1692	.1539	.1385	.1692
<20	.0769	.0731	.0769	.1731	.1539	.1385	.1692
<21	.0808	.0731	.0808	.1731	.1539	.1385	.1731
22+	.0846	.0770	.0846	.1731	.1577	.1385	.1731

Sick Leave Accrual

	FOP Sheriff's Deputies	General	AFSCME Highway Department	METCOM with TOPS	Juvenile Detention with TOPS	Nursing Home	Correctional Officers FOP
Rate	.0385	.0385	.0385	.0193	.0193	.0231	.0231
Max	720.00	720.00	960.00	720.00	720.00	760.00	720.00

McLean County

Employee Handbook

April 19, 2005

Contract Disclaimer

This Employee Handbook is meant to provide guidelines and expectations to employees of McLean County in order to assist employees to better perform their job duties. This Handbook is not an exhaustive list of every workplace rule and policy, but rather a guide to employees on commonly raised questions.

THIS EMPLOYEE HANDBOOK IS NOT AN EMPLOYEE CONTRACT. This Employee Handbook does not establish a contract (express or implied) between McLean County and any employee regarding terms and conditions of employment.

EMPLOYMENT-AT-WILL RELATIONSHIP: This Employee Handbook does not in any way alter the employment-at-will relationship between McLean County and its employees. McLean County and each employee have the right to terminate the employment relationship, at any time, with or without cause or notice.

Please be advised that no supervisor, manager, or representative of McLean County other than the County Board have the authority to enter into any agreement with any individual for employment for any specified period of time or to make any promises or commitments contrary to the foregoing. Further, any employment agreement entered into by the County Board on behalf of McLean County will not be enforceable unless the agreement is in writing and signed by the Chairman of the Board.

McLean County may revise or revoke any portion or employee benefit of this Employee Handbook at any time without prior notice.

The entire Chapter 10 of the County Code, McLean County Personnel Policies and Procedures may be found in the County Administrator's Office.

McLean County Employee Handbook

PURPOSE:

This handbook is designed to acquaint you with McLean County and provide you with information about working conditions, benefits and policies affecting your employment.

The information contained in this manual applies to all employees of McLean County. Following the policies described in this handbook is considered a condition of continuous employment. However, nothing in this handbook alters an employee's status as an at-will employee. The contents of this handbook shall not constitute nor be construed as a promise of my employment or as a contract between the company and any of its employees. The manual is a summary of our policies, which are presented here only as a matter of information.

You are responsible for reading, understanding and complying with the provision of this handbook. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

SPECIFIC SCOPE OF COVERAGE:

All County employment positions not expressly exempted from coverage by these policies and procedures shall be subject to these provisions, including bargaining unit members except where superseded by collective bargaining agreements.

All individual Elected Officers, all advisory boards, commissions and committees appointed by the McLean County Board, all consultants, advisers, and counsel rendering temporary professional service, independent contractors, and Sheriffs Department personnel, to the extent that rules of the Merit Board supersede these rules, are expressly exempted from coverage.

MERIT PRINCIPLES:

It is the policy of McLean County to hire the most qualified employees available for all jobs. It is the policy to encourage a career service within the County by promoting present employees whenever possible to fill vacancies.

CLASSIFICATIONS OF EMPLOYMENT:

For purposes of salary administration and eligibility for overtime payments and employee benefits, McLean County classifies its employees and other workers as follows:

- Full-time regular employees. Employees hired to work the Company's normal, full-time, ~~thirty-seven and one-half (37 1/2)~~ or forty (40) hour workweek on a regular basis. Such employees may be "exempt" or "nonexempt" as defined below.

- Part-time regular employees. Employees hired to work fewer than ~~thirty-seven and one-half (37-1/2)~~ hours per week on a regular basis. Such employees may be “exempt” or “nonexempt” as defined below.
- Temporary employees. Employees engaged to work full time or part time on the County’s payroll with the understanding that their employment will be terminated no later than on completion of a specific assignment. (Note that a temporary employee may be offered and may accept a new temporary assignment with the County and thus still retain temporary status.) Such employees may be “exempt” or “nonexempt” as defined below. (Note that employees hired from temporary employment agencies for specific assignments are employees of the respective agency and not of the County.)
- Nonexempt employees. Employees who are required to be paid overtime at the rate of time and one-half (i.e., one and one-half times) their regular rate of pay for all hours worked beyond forty (40) paid hours in a workweek, in accordance with applicable federal wage and hour laws.
- Exempt employees. Employees who are not required to be paid overtime, in accordance with applicable federal wage and hour laws, for work performed beyond forty hours in a workweek. Department Heads, elected officials, managers, professional employees and certain employees in administrative positions are typically exempt.

You will be informed of your initial employment classification and of your status as an exempt or nonexempt employee during your orientation session. If you change positions during your employment as a result of a promotion, transfer, or otherwise, you will be informed by your Department Head of any change in your exemption status.

Please direct any questions regarding your employment classification or exemption status to your Department Head.

HOURS OF WORK:

Full-time employees shall work ~~thirty-seven and one-half (37-1/2)~~ hours per week (1,950 hours per year), or ~~forty (40)~~ hours per week (2,080 hours per year), depending upon job function. County offices regularly visited by the general public shall customarily be open from 8:00 a.m. to 4:30 p.m., Monday through Friday, subject to operational considerations and statutory authority. Variable work schedules are acceptable in appropriate situations with supervisory approval. Work schedules for occasional or seasonal employees and part-time employees shall be specified by Department Heads, according to the need of the County and the rules and schedules stipulated for regular employees. A workweek shall be defined as seven (7) consecutive twenty-four (24) hour periods commencing at 12:01 AM Sunday.

All elapsed time from the moment an individual actually commences work for the County until the work is finished for the day, except for the deduction of time spent at dinner or lunch, constitutes hours of work. Arriving early or leaving late for the employee's

own convenience is not to be included in working time, providing that the employee performs no duties for the County during such intervals. No work may be performed before or after an employee's scheduled hours of work without the authorization of the Department Head or work supervisor. Such time is not eligible to be counted towards overtime or compensatory time.

WORKING AT HOME:

In order to prevent abuse of overtime payments and to limit the County's liability when employees are not under direct supervision/control, non-exempt County employees will not be assigned work to complete at home unless such employees are in job classifications not eligible for overtime payments. No work performed at home is to be considered working hours for the purpose of monetary payment or compensatory time off.

REST AND MEAL PERIODS:

County Department Heads have the authority to grant meal periods from one-half (1/2) hour to one (1) hour in a normal workday. Employees who are granted from one-half (1/2) hour to one (1) hour meal periods are not paid for them and they may or may not leave their work facility or duty area, depending upon job function and where sufficient accommodations are provided. Such time is to be considered the employee's time and they should not perform work tasks during their meal period.

Employees assigned to positions requiring full-time attendance or who are on "on duty" status during meals shall be paid for them; however, such employees shall not leave their work facility or duty area for that meal. This time is to be considered work time and they may be working, called upon, or called back to work during such periods of time. They should not leave the assigned work facility or duty area and shall be compensated for periods of time one-half (1/2) hour and less.

County Department Heads have the authority to grant rest periods to their employees. Such periods of rest, in general, should not exceed fifteen (15) minutes and the employee may not leave the work facility during such periods of rest and can be called back to work at any time.

PAYROLL PERIODS:

Pay periods shall be no less than two (2) per month. Paychecks will be issued within seven (7) calendar days of the close of the reporting period.

EVALUATION PERIOD:

The first six (6) months of employment (or the first year of employment with the Sheriff's Department) and the first three (3) months after a transfer to a new position shall be considered an evaluation period. The evaluation period is a time for the County to determine whether the employee is an appropriate match for the position. It is also a time for the employee to determine if the job is suitable to the employee. The County in its discretion may extend the evaluation period thirty (30) days. An employee terminated during the evaluation period or returned to a prior position or comparable position shall have no right to appeal this decision. In cases where an employee is

returned to a prior or comparable position, the employee shall receive the same pay rate previously received prior to promotion. All benefits remain with the employee and continue to accrue.

OVERTIME:

Because of the around-the-clock nature of some of our facilities, the need to respond to emergency situations and the nature of the public services provided, it may occasionally be necessary for employees to work overtime. Those employees eligible for overtime include all employees in position classifications listed on the Salary Schedule as Grade ten (10) or below, except as specified, as well as those employees on the Salary Schedule in Grade eleven (11) or higher who are specifically designated as non-exempt. All elected officials are exempt from overtime by the nature of their positions. The Department Head must authorize all overtime in advance of being worked. If prior authorization is not feasible because of conditions, a confirming authorization must be made on the next regular working day following the date on which the overtime was worked.

Overtime will be paid after forty (40) paid hours in a standard workweek. For employees who receive overtime payment, the rate shall be one and one-half (1-1/2) times the regularly hourly rate of pay. For employees who are eligible for compensatory time awards, the rate shall be one and one-half (1-1/2) times the hour(s) or portion thereof worked over forty ~~(40) hours~~.

All employees who are eligible for overtime, as noted above, may be compensated with the equivalent compensatory time rather than monetary payment. The employee shall make this election of compensatory time or monetary payment before such overtime is recorded on the County's timesheets. Compensatory time shall be recorded as the straight time equivalent, i.e. one hour of overtime at the ~~one and one-half (1-1/2)~~ rate shall be reported as ~~one and one-half (1-1/2)~~ hours of compensatory time earned; the same hour of overtime at the 1.0 rate shall be reported as 1.0 hour of compensatory time earned, etc.

Employees who request Compensatory Time Off shall make such requests in a manner consistent with departmental procedures, and in increments of fifteen (15) minutes. Such requests shall be granted unless there is a negative impact on the department's operation. Such accrued Compensatory Time must be used by employees prior to the termination of their employment, since the purpose of electing Compensatory Time is to have time off, unless this is not possible for operational reasons.

Accrued Compensatory Time is not eligible for monetary payment, unless such time remains after the employee's termination. Salaried exempt employees are not eligible for overtime or Compensatory Time Off and shall not have their pay reduced because of absence during a work week other than for disciplinary suspensions in increments of one week, for major violations of safety rules or lack of benefit time to provide payment during such an absence. Pay reductions for these reasons shall be at not less than one-day increments.

HOLIDAY REGULATIONS:

The McLean County Board annually adopts a resolution specifying the holidays to be observed by all County employees the following calendar year. When a holiday falls on a non-working day, the nearest adjacent workday shall be granted as the holiday. Employees, who prefer to observe religious or ethnic holidays on days that are not granted by the County Board, may use personal leave for such time. An employee must be on payroll on the workday immediately preceding and on the workday immediately following a holiday to be eligible for compensation for that holiday. On the payroll means employed by the County and not in a non-paid status. Part-time regular employees shall be compensated for holidays according to their normally scheduled workday.

In departments that have twenty-four (24) hour per day operations, a holiday shall be observed from midnight to midnight of the calendar day of the holiday. If more than half of the hours worked on any work shift period falls on the holiday, the complete work period shall be considered as time worked on this holiday. If less than half of the hours worked falls on the holiday, the complete work period shall be considered a normal workday. The holiday must fall on a day normally scheduled as a workday for part-time employees to be eligible for compensation. Holiday compensation shall be paid to full-time employees at their regular rate for the hours worked during a fixed holiday by one of the following methods, at the discretion of the Department Head:

- 1) An alternate day off during the pay period in which the holiday occurs, or
- 2) Compensatory time off at straight time of pay for the hours worked, or
- 3) Cash payment for the holiday at straight pay (example: If the employee works eight (8) hours on the holiday he will receive holiday pay plus the eight (8) hours worked or double time for working the holiday.)

If an employee is required to work beyond the normal scheduled workday, during an established workweek in which the employee received holiday pay, compensation for the additional hours is in accordance with the overtime policy. When a holiday falls within a period of paid leave (i.e. sick leave, vacation leave, etc.) the holiday shall be paid and shall not be deducted. Shift employees not scheduled to work the holiday will be paid for the holiday.

VACATION:

From the first day of employment, all regular full-time employees shall accrue vacation leave with pay according to the following schedule:

<u>GENERAL</u>				
Years Worked	General	Regional Planning Commission	AFSCME Highway Department	FOP Deputies
<1	10	10	10	10
<2	10	10	10	10

<3	10	10	10	10
<4	10	10	10	10
<5	10	10	10	10
<6	10	15	10	10
<7	15	15	15	15
<8	15	15	15	15
<9	15	15	15	15
<10	15	15	15	15
<11	15	15	15	15
<12	15	15	15	15
<13	15	15	15	15
<14	15	15	15	15
<15	15	15	15	15
<16	16	20	16	16
<17	17	20	17	17
<18	18	20	18	18
<19	19	20	19	19
<20	20	20	20	20
<21	20	20	21	21
>21	20	20	21	22

TOPS (Vacation and Sick Leave)

Years Worked	FOP Corrections (TOPS)	Labor MetCom (TOPS)	Nursing Home (TOPS)
<1	35	35	21
<2	35	35	25
<3	35	35	25
<4	35	35	25
<5	35	35	25
<6	35	35	31
<7	40	40	31
<8	40	40	31
<9	40	40	31
<10	40	40	31
<11	40	40	36
<12	40	40	36
<13	40	40	36
<14	40	40	36
<15	40	40	36
<16	41	41	36
<17	42	42	36
<18	43	43	36
<19	44	44	36
<20	45	45	36
<21	45	45	36
>21	45	45	36

Application for vacation leave shall be in accordance with departmental policy. Part-time regular employees accrue vacation leave credit on the same continuous years of service basis as full-time employees except that it is prorated according to the number of hours actually worked. No employee will be permitted to take vacation until completion of the

evaluation period. Nor will employee be allowed an advance leave or leave that has not been earned. Vacation shall be at full pay at the current rate of compensation.

No employee shall accumulate more than ~~one and one-half (1-1/2)~~ times the annual accumulation rate (normal hours worked biweekly times ~~twenty-six (26)~~ times the employee's hourly vacation accrual rate). Hours gained above this maximum will not be credited to the employee's vacation balance but will be forfeited. Only for the purpose of determining when forfeiture applies, the maximum annual accumulation for full-time employees shall be based on the ~~eighty (80)~~ hour biweekly work schedule.

An employee who is terminated is entitled to full payment for any unused vacation accrual.

SICK LEAVE:

All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. It is a self-insurance program provided by the County and earned by the employee. It is not intended for a one-day vacation nor can it be used to extend vacation periods or holidays. All regular full-time and part-time County employees accrue sick leave credit at an hourly rate. Sick leave may be accumulated to the maximum of seven hundred ~~and~~ twenty (720) hours.

Employees may utilize sick leave when they are too ill to report to work, in the event of injury, or for routine medical and dental appointments. Employees who are not covered by the TOPS system may also use sick leave to care for other persons within the employee's immediate family. The immediate family shall be defined here as an employee's parents, children, spouse and siblings. Exceptions for those beyond this definition may be made at the discretion of the Department Head.

All foreseeable leave for such purposes shall require a specific prior approval of the Department Head. In the event of sick leave for any purpose, the Department Head may require the certificate of a medical doctor giving information as to the circumstances involved. Department Heads or any authorized authority may direct an employee who appears ill to leave work. Sick pay for hours not worked ~~may or may not~~ be excluded when computing overtime for the workweek in which it was taken. An employee shall be paid sick leave equivalent to the normally scheduled straight time day. Upon termination from County service, accumulated but unused sick leave benefits will not be paid.

Each Department Head will develop a procedure for notification, either to Department Head or other supervisor, by employees when unable to work. During authorized sick leave, an employee must notify the Department Head periodically so that the Department Head may plan on the return. This may be waived in the event of confinement or illness for a specific period of time as indicated in a physician's statement. An employee on sick leave shall inform the Department Head or designated supervisor of the facts and the reason for the absence as soon as possible. Failure to do so within one (1) hour of commencement of duty on the first (1st) day of illness may be cause for denial of the sick leave pay for the period of absence. Absence for part of a day that is chargeable to sick leave

shall be charged proportionately in an amount not smaller than one quarter of (0.25) an hour. Notice of an employee's desire to return to work after an illness of one week or more must be given to the Department Head no less than twenty-four (24) hours in advance.

MILITARY LEAVE:

An employee who is a member of a reserve component of the armed services or the Illinois National Guard shall be granted annual training leave and leave for active duty. The County shall pay the difference between the government allowance and the employee's base salary for basic training and up to sixty (60) days of special or advanced training per year, and for the duration of any active duty resulting from a Presidential order. Military training leave shall be granted without the loss of general leave time.

An employee on Military Leave status who applies for County compensation to make up the difference between military base pay received and their regular straight-time County wage or salary, shall submit copies of all military pay stubs or leave and earnings statements for any pay period for which compensation is requested within sixty (60) days of release from active duty. If an employee chooses not to remit said military pay stubs or leave and earnings statements, no portion of County wages will be paid to the employee. If twenty (20%) percent or more of County employees are mobilized for active duty, compensation shall be limited to two (2) workweeks per year.

Eligibility for County health plans, employee pension plans and seniority-based benefits will be governed by the requirements of applicable state and federal law, specifically the Uniformed Services Employment and Reemployment Rights Act of 1994 and the Local Government Employees Benefits Continuation Act (50 ILCS 140).

BEREAVEMENT LEAVE:

An employee may be absent with pay from work for a period of up to three (3) working days due to a death in the immediate family. The immediate family shall be defined here as the employee's parents, children, spouse, siblings, grandparents, grandchildren, and in-laws. Exceptions for those beyond this definition may be made at the discretion of the Department Head. Department Heads may grant additional time in unusual circumstances. Department Heads, additionally, shall have the authority to grant bereavement leave in hourly increments for situations other than those listed above.

PERSONAL LEAVE:

Personal leave is granted by the County and is designed to be a flexible form of paid leave. It may be used for any reason that an employee sees necessary. Unless the reason for personal leave is an emergency situation, precluding the making of prior arrangements, the leave is to be scheduled with the consent of the employee's supervisor far enough in advance to keep personal leave days geared both to operation needs of the County and the convenience of the employee. Personal time leave is granted for discretionary purposes to every full-time County employee in the amount of two (2) days at the beginning of each fiscal year. Employees hired after the beginning of the fiscal year shall be granted the pro-rata amount of personal time for that year, based on date of hire. All uses of personal leave shall be charged in fifteen (15) minute increments. It is not

permissible to carry over unused personal leave from one (1) fiscal year to another; therefore, unused personal time shall expire at the end of the fiscal year. Additionally, upon termination of an employee, any unused personal leave will not be paid.

DISABILITY LEAVE:

Any employee of McLean County who suffers injury or occupational disease as a result of a work connected accident or condition shall, upon proper investigation and authentication, be granted leave and shall be entitled to compensation as provided by the Illinois State Worker's Compensation laws (820 ILCS 305 et seq.).

Law Enforcement Officers employed by the County who suffer any injury in the line of duty which causes the employee to be unable to perform their duties, shall continue to be paid by the County on the same basis as before the injury, without deduction from sick leave credits, compensatory time or general leave for as long as the injury lasts, but no longer than one (1) year. An injured officer, under this policy, may not be employed in any other manner, with or without pay. (5 ILCS 345.01 et seq.).

EXTENDED LEAVES OF ABSENCE:

At the employee's option, vacation leave, and compensatory time off accumulated may be used for personal obligations requiring leaves of absence for longer duration than the personal leave provided. The employee must request leave without pay from the Department Head in writing for leave in excess of available or accumulated paid time off before said leave is taken. Leave under this section, or extension thereof, must be approved by the Department Head, the County Administrator and the appropriate committee of the County Board. An employee on an extended leave of absence, without pay, does not accrue vacation leave or sick leave credit for the period of the unpaid leave of absence. Such employees may continue medical insurance coverage and life insurance coverage, but only where the employee pays the total cost of such participation while on unpaid leave of absence. Such employees continue I.M.R.F. participation according to the rules and regulations established by I.M.R.F.

FAMILY AND MEDICAL LEAVE:

McLean County will provide all eligible employees and officials with up to ~~twelve~~ **(12)** weeks of family and/or medical leave during any ~~twelve (12)~~ month period, whether paid or unpaid, as required by the federal Family and Medical Leave Act of 1993. However, all employees shall exhaust all paid leave available, prior to going on unpaid leave. To be eligible for leave, an employee must qualify for I.M.R.F. coverage (1,000 hours per year standard) AND either successfully complete the initial probationary period with the County, or complete one (1) year of employment with the County, whichever occurs first.

The following situations are allowable under the Family and Medical Leave Policy:
Care of an employee's child, including birth or placement for adoption or foster care;
Care of a child, spouse, or parent with a serious health condition; or
A serious health condition which makes the employee unable to perform the employee's job.

An employee may take 12 workweeks of unpaid leave per each 12-month period of employment, inclusive of any paid leave for the same purpose. In the case of a birth or adoption, the leave option expires one year after the event. This leave is based on a rolling ~~twelve (12)~~ months period for the individual employee, not on a calendar basis. Intermittent leave up to ~~twelve (12)~~ weeks, per ~~twelve (12)~~ months period may be taken if medically necessary. However, a request for intermittent leave requires consent by McLean County. The Department Head, only shall approve this if the Department Head determines that such action would have no detrimental effect on the operations of the department. All other such requests shall be denied. During the term of leave, McLean County will continue to pay its share of an employee's health coverage. If the employee fails to return to work, unless such failure is due to continuation of a medical condition or circumstances beyond the employee's control, the employee must repay McLean County the full cost of health coverage paid during the leave period.

INSURANCE:

McLean County provides term life insurance protection in the amount of \$5,000, with Accidental Death and Dismemberment provisions in an additional amount of \$5,000 to eligible employees and officials. McLean County also provides health and major medical insurance to eligible employees and officials. At time of initial sign-up, the employee may elect to purchase health and major medical coverage for spouse and dependents. This payment will be made by payroll deduction. Enrollment of dependents after the initial sign-up period of thirty days has passed will require proof of insurability. Any eligible employee may enroll on the first (1st) day of employment. An employee who waives participation at the first ~~(1st)~~ enrollment opportunity and later wishes to participate shall provide evidence of insurability.

ILLINOIS MUNICIPAL RETIREMENT FUND:

In accordance with Article 7 of the Illinois Pension Code (40 ILCS 5/7-101 et seq.), McLean County is required to provide a pension program, a long and short term disability program, a death benefit and survivor's pension to eligible employees and officials through the I.M.R.F. The Treasurer of McLean County is the Authorizing Agent for the Fund for McLean County employees and officials. All eligible McLean County employees, with the exception of Elected Officials, are required by law to participate in this program. Eligible employees are defined as those who work in excess of ~~one thousand (1,000)~~ hours annually.

GLASENER BEACH:

The McLean County Department of Parks and Recreation currently provides a "Glasener Beach Family Fun Pass" to all current and retired McLean County employees. This pass entitles an employee or retiree and their household members to free admission at COMLARA County Park's Glasener Beach swimming area, during operating hours. The employee, retiree or household member shall present the pass at the time at which admission is charged. The employee or retiree's name and all household members' names shall appear on the pass when presented. Accompanying photo identification is required. An adult must accompany children under ~~thirteen (13)~~ years of age. The Glasener Beach Family Fun Pass does not entitle non-household members accompanying an employee, retiree or household

members to free or reduced admission, nor may non-household members be listed on the pass. Passes shall be issued to current employees by the County Administrator's Office prior to Memorial Day each year. New hires after Memorial Day and retirees shall be provided passes upon request.

CREDIT UNION AND CHRISTMAS CLUB:

McLean County employees may take advantage of both loans and savings offered by membership in the Bloomington Municipal Employees Credit Union. The payroll clerk, office of the Treasurer, McLean County, provides enrollment in the Credit Union. An annual Christmas Club is also available. Enrollment for the Christmas Club is in the Credit Union Office, City of Bloomington Building, 109 E. Olive Street, or by phone at (309) 823-4265. There is also an office in the lobby of the McLean County Law and Justice Center. All credit union payments may be made by payroll deduction.

TRANSFER AND PROMOTION:

Transfer is defined here as a change in an employee's position classification to a position classification, which has the same pay range, or lateral transfer. Promotion is considered a change in an employee's position classification to a position classification, which has a higher pay range. It is the policy of McLean County to transfer and promote from within the County whenever possible. ~~Court Services employee transfers and promotions are selected from the Administrative Office of the Illinois Courts (AOIC) approved list.~~ Employees are urged to obtain the necessary skills, training, education, professional registration or licenses necessary in order to be eligible candidates for transfer or promotion.

Employees seeking promotion to an open position must also apply at the County Administrator's Office. They may be required to re-submit an application and the hiring authority will also interview them. In the selection of an employee to fill a higher job, the following will be considered: aptitude, skills, ability and past performance, where applicable; prior or newly acquired credentials which may qualify the employee for consideration in another classification. All transferred and promoted employees are required to serve a three-month evaluation period. All employees will be paid in accordance with the provisions of the Pay Plan. All accrued benefit time continues to be available to the employee.

DEMOTION:

Demotion is defined here as a change in an employee's position classification to a position classification, which has a lower pay range. An employee may request a demotion which means a change by an employee from a position in one class to a position in another class with less responsible duties and a lower salary range. The same procedures apply for an employee initiating a demotion as for a request for a transfer or application for promotion. A Department Head may demote an employee for cause or may demote in line with reorganization, reduction in force, or other administrative changes ordered by the County Board. Such employee demotions may be on the basis of work performance or on the basis of seniority depending upon the recommendation of the County Administrator.

PERFORMANCE EVALUATIONS:

A formal performance evaluation system will be approved by the County Board in order to:

- A) Maintain or improve each employee's job satisfaction and morale by indicating that their work supervisor is interested in their job progress and personal development.
- B) Serve as a systematic guide for Department Heads in planning each employee's future training.
- C) Assure considered assessment of an employee's performance rather than a quick and unreliable judgment.
- D) Assist in determining and recording special talents, skills and capabilities that might otherwise not be noticed or recognized.
- E) Assist in planning personnel moves and placements that will best utilize each employee's capabilities.
- F) Provide an opportunity for each employee to discuss job problems and interests with their work supervisors.
- G) Assemble substantiating data for use as a guide for purposes such as salary adjustments, promotions, transfers and disciplinary actions.

Department Heads will prepare a schedule for the conduct of performance evaluations of employees in their departments. The schedule is for the Department Head's convenience, but employees should be evaluated as stated here. Employees who have not completed an evaluation period will be evaluated at least one (1) week prior to completion of their evaluation period. Full-time and part-time employees in all salary schedules may be evaluated at any time deemed appropriate by the Department Head, but at least once a year and prior to annual salary review. Appointed Department Heads are evaluated at least once a year by the County Administrator. ~~The Chief Judge or Supervising Judge shall evaluate the Court Services Director.~~

~~Court Services employees will be evaluated utilizing the forms and procedures set forth by the Administrative Office of the Illinois Courts (AOIC).~~

CHANGE OF NAME, ADDRESS, MARITAL OR FAMILY STATUS:

Employees shall report all changes in name, address, telephone number and marital or family status to their Department Head and to the County Administrator's Office. Additions or deletions of dependents are necessary for Federal and Illinois Tax forms, beneficiary changes to I.M.R.F. and group insurance. For any such change, contact your Department Head. Most large departments have the proper forms available; smaller departments must contact the County Administrator's Office.

GENERAL RULES OF CONDUCT:

It is the purpose of this policy to attempt to provide a framework for the proper conduct of County employees while on the job. It is further intended that discipline, where justified, be meted out in an equitable manner. Finally, it is intended that within very broad and general guidelines, Department Heads and authorized supervisors are responsible for the implementation of this policy within their specific jurisdictional work areas. Employees are expected to follow the regulations set forth in the personnel rules and directions of their supervisor. When an employee fails to follow these rules or disobeys the supervisor, that employee becomes subject to disciplinary action. Causes for reprimand, written or verbal, demotion, suspension, or dismissal include, but are not limited to the following reasons:

- Repeated tardiness;
- Leaving duty prior to the end of the assigned shift;
- Failure to complete duties as assigned;
- Failure to request leave in the authorized manner;
- Abuse of leave;
- Discourtesy or disrespect to a member of the public, a coworker or a County official;
- Any safety violation;
- Intoxication while on duty from alcohol or other substances;
- Carrying a firearm other than by authorized personnel;
- Failure to follow a specific order by a supervisor;
- Willful damage to or destruction of County property and/or public records;
- Theft of County property and/or public records;
- Acts, threats, or perceptions of violence toward any persons while on duty;
- Any form of unlawful harassment, particularly sexual harassment;
- Willful misrepresentation or concealment of any fact requested during hiring process;
- Upon conviction of a felony involving moral turpitude;
- ~~Inability to perform essential functions of a position;~~

While this listing is not comprehensive, it is sufficient to demonstrate the types of behavior that may indicate an improper attitude toward the job. Depending on level of contact with the public and job functions, each department may see it necessary to develop and enforce its own dress code and appearance policies, within reason.

~~Court Services employees are also bound by the Code of Professional Conduct set forth by the Administrative Office of the Illinois Courts (AOIC).~~

DISCIPLINE PROCEDURE:

McLean County endeavors to follow a progressive discipline policy. The supervisor and/or the Department Head have the discretion to select the appropriate correction for unacceptable employee behavior. Progressive discipline may include counseling (talking to the employee), and seeking outside assistance. In instances where verbal discipline is not effective or appropriate, an employee may receive written notification of reprimand, suspension, demotion, and/or ultimately dismissal. Additionally, if a Department Head has evidence or credible reason to believe that an employee has engaged in some form of serious

misconduct, the Department Head may immediately place the employee on Administrative Leave with pay, pending the outcome of an investigation into the suspected violation.

Progressive Discipline should follow a consistent pattern and shall apply in both single and habitual cases of violation. Steps in Progressive Discipline may include one or more of the following:

- A) One-on-one counseling
- B) Oral reprimand or warning
- C) Written reprimand or warning
- D) Disciplinary suspension
- E) Final Action- Demotion or discharge is the final action.

Employees who wish to challenge any disciplinary action may appeal through the Grievance Policy.

Documentation concerning disciplinary actions shall be placed in the department's personnel files. Employees shall also be required to acknowledge receipt of any reprimand or warnings by signing the Disciplinary Action Form. It is not, however, considered an acceptance of or agreement to the action taken.

SMOKING:

The Facilities Manager will designate an authorized smoking area for employees and members of the public for each County building with approval by the County Board.

DRUG AND ALCOHOL FREE WORKPLACE:

The purpose of this policy is to assure, to the extent possible, that McLean County remains drug free as a place of employment. This is not only because the use of such drugs is a violation of law but also because we wish to assure that McLean County remains a wholesome place to work. The use of such drugs has serious consequences upon users, their families and friends, including social, economic and personal tragedies. McLean County has a "zero tolerance" policy toward the consumption of alcohol or drugs by employees on duty or while on County property. The consumption of any amount of alcohol or illegal narcotics while an employee is on duty or on a periodic rest break or lunch break is prohibited. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol by any County employee is prohibited in the County workplace, including any and all instances while the employee is performing work for or on behalf of the County. In addition, this prohibition also applies to all County employees who are on County property but not actively at work at the time.

If there is a reasonable suspicion that a McLean County employee is involved in the unlawful manufacture, distribution, dispensation, possession, or use of drugs or alcohol, the

situation will be immediately investigated by the Department Head, their designee, or immediate supervisor. In the case of employee usage, the employee will be subject to immediate drug testing. If the investigator of the situation finds a McLean County employee to be unlawfully manufacturing, distributing, dispensing, possessing or using drugs or alcohol at the workplace, while performing work for the County, or on County property, the actions against the employee shall be in accord with Article 8 of the McLean County Personnel Policies and Procedures Ordinances.

The severity of the situation and appropriate corrective discipline shall be determined by the Department Head, their designee, or immediate supervisor in accordance with subsection 10.81-1 "Progressive Discipline" of Article 8 of the McLean County Personnel Policies and Procedures Ordinance. In addition, any such situation that could involve a criminal offense shall be immediately reported to the State's Attorney for possible prosecution, independently of any action taken due to the individual's status as a County employee. If appropriate, McLean County will also require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency. The County will assist the employee in the selection of a drug counseling, treatment, or rehabilitation program. Any employee who requires assistance to control their use of drugs and alcohol may confidentially call the County's Employment Assistance Program at 1-800-433-7196 to make an appointment.

As a condition of employment, a McLean County employee will abide by the terms stated in this Drug Free Workplace Policy. Employees will notify the employer of any criminal drug statute conviction no later than five (5) days after the conviction and participate in the McLean County Drug Free Awareness Program. If McLean County receives notice from an employee of a conviction of a violation of a criminal drug statute McLean County will take appropriate action against such employee up to and including termination of employment; and/or provide employee assistance as stated above.

WORKPLACE VIOLENCE POLICY:

The County of McLean values its employees and citizens and the County Board affirms its commitment to providing workplaces and facilities that minimize the potential for violence. It is the intent of this policy to ensure that everyone associated with McLean County, including employees and the public, never feels threatened by any forms of violence. McLean County has a zero tolerance policy for violence, whether by or toward employees. "Violence" shall include physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, and threatening or talking of engaging in those activities. It shall also include acts, threats, intentions of harm, destruction, towards self, others or property, and may be psychological as well as physical, and the perception thereof.

Employees engaging in any form of violence in the workplace, or threatening violence in the workplace shall be terminated immediately. No talk of or joking about violence will be tolerated. In cases of acts or threats of violence by employees, the County endorses immediate and definitive use of the disciplinary process outlined in this document, resulting in termination of said employees. Criminal prosecution will be pursued as appropriate, as well. The county also advocates a preventive approach

whereby merit system rules and regulations are fairly and consistently administered, and where troubled employees receive guidance and, if necessary, professional help.

Employees shall report all acts and/or threats of violence to their supervisors or Department Heads. Employees should learn to recognize and respond to behaviors by potential perpetrators that may indicate a risk of violence.

VESSA (VICTIM'S ECONOMIC SECURITY AND SAFETY ACT):

In order to ensure the economic security and safety of McLean County employees, an eligible employee will be granted unpaid leave for situations when the employee has been subjected to domestic or sexual violence, or in order to help a family or household member who is a victim of domestic or sexual violence. In addition, victims of domestic or sexual violence will be eligible for unemployment insurance and protection from employment and insurance discrimination. Eligibility for such protections is dependent upon the employee's ability to perform the essential functions of their position but for being a victim of domestic or sexual violence, and any requested accommodation must not pose an undue hardship on the County's operations. Eligible employees will be granted job-protected unpaid leave to conduct the following activities during work hours:

- A) To seek medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence;
- B) To obtain services from a victim services organization;
- C) To obtain psychological or other counseling;
- D) To participate in safety planning, to temporarily or permanently relocate, or to take other actions to increase the safety of the employee from future domestic or sexual violence or to ensure economic security;
- E) To seek legal assistance or remedies to ensure the health and safety of the employee, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

Employees are entitled to ~~twelve (12)~~ workweeks of such leave during any ~~twelve (12)~~ month period and are entitled to take leave upon at least ~~forty-eight (48)~~ hours notice (where practicable). This allowance does not grant leave beyond the twelve ~~(12)~~ weeks of FMLA leave provided. Sick, vacation, personal or FMLA leave may be substituted for the unpaid leave provided under this Act.

The Department Head shall require certification from the employee that such leave is for a qualifying reason. Certification consists of:

- A) A sworn statement of the employee, and
- B) One of the following:

- 1) Documentation from an employee, agent or volunteer of a victim services organization, an attorney, a member of the clergy, or other professional form whom the employee or the employee's family or household member has sought assistance in addressing domestic or sexual violence and the effects of violence;
- 2) A police or court record; or
- 3) Other corroborating evidence. The department head shall keep such documentation in the strictest of confidence.

ILLEGAL HARASSMENT

It is the policy of McLean County Government to provide to all officials and employees a work environment free of harassment based upon gender, ethnicity, race, religious affiliation, age, and physical and mental disability, marital status as well as sexual harassment. It is the right of all employees to work in an environment free from harassment and the responsibility of all employees to refrain from harassment.

~~Court Services employees and judicial branch officials shall abide by the sexual harassment policy and procedures set forth by the Supreme Court of Illinois.~~

Harassment refers to physical or verbal actions that have the purpose or effect of substantially or unreasonably interfering with a person's work performance; and which create a hostile, intimidating, or offensive environment. Such actions, intentional or not, can annoy or disturb members of one sex, ethnicity, race, religion, age, marital status and disability. Examples include but are not limited to:

- A) Unwelcome sexual advances, requests for sexual favors, or physical conduct of a sexual nature.
- B) Any sexual, ethnic, racial, gender or religious-related jokes, comments, insults, cartoons, innuendoes, or personal conduct or mannerisms that could be construed as offensive, intimidating, or hostile as measured from the point of view of a reasonable person of the same protected group.
- C) Demeaning comments or ridicule of an employee based on the employee's status as a member of a protected group
- D) Repeated unwanted, unwarranted, or unsolicited off-duty telephone calls, contact, or conduct that violates this policy.
- E) Submission to or rejection of such conduct is used as the basis for employment decisions.
- F) Displaying or permitting the display of pictures, drawings, or graffiti that could be considered a violation of this policy.

COMPLAINT PROCEDURE:

Employees who wish to register a complaint of sexual harassment (or any form of harassment based on their race, national origin, gender, age, marital status, religion or disability) may do so through the County Administrator's Office or their supervisor or any appropriate member of management.

All allegations of harassment will be investigated thoroughly. The facts will determine the response of the Company to each allegation. Substantiated acts of harassment will be met with appropriate disciplinary action by the County up to and including termination. All information regarding any specific incident will be kept confidential within the necessary boundaries of the fact-finding process. No reprisal or retaliation against the employee reporting the allegation of harassment will be tolerated.

EMPLOYEE ASSISTANCE PROGRAM:

McLean County provides an Employee Assistance Program without charge to all of its employees and their families. It is a counseling and referral service, available twenty-four (24) hours per day, seven (7) days per week. Employees or family members may voluntarily contact the program directly, or employees may be referred to do so by their supervisor. Employees may contact the EAP at 1-800-433-7916.

OUTSIDE EMPLOYMENT:

No permanent full-time or part-time employee shall engage in outside employment which is not compatible with the full and proper discharge of duties and responsibilities of one's position or which tends to impair the capacity to perform one's duties and responsibilities in an acceptable manner. The County must assure that no conflict or appearance thereof occurs, and that no unauthorized use of position or County facilities or property takes place. A full-time or part-time employee wishing to engage in outside employment shall notify the Department Head of outside employment. The Department Head shall evaluate the outside employment and determine its compatibility with the employee's obligation for full discharge of duties and responsibilities.

To ensure compliance with the Fair Labor Standards Act, part-time employment within the full-time employee's own department, or within another unit of County government is prohibited, except when all three of the following conditions apply:

- A) Performance of the extra duties are completely voluntary;
- B) Performance of the extra duties are occasional and sporadic, and on a part-time basis; and
- C) Performance of the extra duties is in a different capacity from any capacity in which the employee is regularly employed.

Any activities or duties that meet the aforementioned criteria are not subject to overtime.

RESTRICTION OF POLITICAL ACTIVITIES:

No County employee shall engage in political activities during working hours. No County employee shall use their position or the authority of their office to solicit

contributions or any other support of partisan political activities. No County employee will be intimidated into supporting or contributing to partisan political activities. Any violation of this rule is cause for suspension or dismissal. Outside of working hours, there shall be no restriction on political activities, except employees under Federal grants covered by the Hatch Act.

~~County Services employees shall not:~~

- ~~1) become a candidate for nomination, or election to, or accept appointment to any public office;~~
- ~~2) hold any office in or solicit funds for any political organization; or~~
- ~~3) publicly endorse, publicly oppose, or solicit funds for candidates for public office;~~

~~Further, if an employee engages in any of the above activity they shall be deemed to have vacated his or her position and shall be discharged.~~

USE OF COUNTY PROPERTY AND FACILITIES:

Employees are prohibited from burning any open flame including candles in any County building or facility. Employees shall be responsible for the care and conservation of County equipment, supplies or tools and shall promptly report accidents, breakdowns or malfunctions of any unit in order that necessary repairs may be made. Equipment, supplies or tools shall not be used for private or unauthorized purposes. Employees allowed use of County-owned vehicles are to do so for County business only. Any employees who are assigned County vehicles for long-term/take-home use must report all mileage accrued on the vehicle for personal use. Further, detailed information and requirements regarding County vehicle usage is outlined in the "County Owned/Leased Vehicle and Equipment Policy."

Employees shall limit the use of all personal calls during work that interfere with their job or create a safety issue. In addition, payment for any charges accrued to the County telephones will be the employee's responsibility. Further information is available on this policy in the County Auditor's Office.

Department Heads will determine the need for their employees to be issued keys to department and office doors. Keys are issued by Facilities Management, must be signed-for by the employee, are the property of McLean County, and shall be surrendered upon termination of employment. Department Heads will determine the need for their employees to be issued magnetic, or mag, cards for selected building security doors for those facilities that use mag cards. These mag cards are issued by Facilities Management, are the property of McLean County, and shall be surrendered upon termination of employment.

Employees are required to return all County property or equipment in their possession upon separation from employment, promotion and/or transfer to another department, leave of absence or suspension.

ELECTRONIC MAIL AND GLOBAL COMMUNICATIONS FACILITIES:

The purpose of this policy shall be to set forth and encourage the proper use of the electronic communications facilities provided to the employees of McLean County. This policy shall also apply to any other organization(s) or individual(s) that is granted use the facilities as the result of a written or oral inter-governmental or contractual agreement. The County Board desires that use of these facilities shall be primarily for the transaction of County business. Use of these facilities for personal purposes, unless specifically authorized by the County Administrator for training purposes, or that are illegal under existing Federal or State law, shall be expressly prohibited. The County Administrator, may, from time to time, establish guidelines, consistent with this policy, to insure the effective and efficient use of these facilities. These guidelines may include, but are not limited to, limitations on time available and the global facilities that can be accessed.

County employees who have access to these facilities shall indicate their acceptance and agreement to comply with this policy in writing or their access may be terminated or suspended. Employees wishing to have access shall be required to indicate their agreement prior to being given access. Use of encryption software must be specifically approved by the County Administrator prior to using such software for the storage, receipt or transmission of data. The employee may encounter material that is offensive to them during the use of global communications facilities. The County assumes no liability or responsibility for such material since the County has no control over the materials placed on the global network.

The County Administrator shall direct Information Services to monitor the use of the facilities and report the amount of time utilized to the County Administrator and/or the Elected official or Appointed Department Head on a monthly basis. At the direction of the County Administrator, Information Services may electronically monitor use of these facilities by viewing material stored on the County Information Network or any computer in use in County facilities; or by directly viewing activity on the screen as it occurs. Employees shall have no expectation of privacy in information stored on County computers.

The County Administrator shall report actual and/or suspected violations to the Elected official or Appointed Department Head responsible for the employee. If an employee violates the policy, the County Administrator may suspend and/or terminate the employee's access to the electronic mail and global communications facility available on the County Information Network. Violation of this policy may result in disciplinary action pursuant to the adopted Personnel Policy Ordinance.

CONFLICT OF INTEREST:

Except as otherwise authorized or provided by the Illinois Compiled Statutes, a McLean County Resolution or action of the McLean County Board, no employee of the County shall have any substantial interest, direct or indirect, or engage in any business transaction or professional activity or incur any obligation of any nature which is in conflict with the proper discharge of their duties in the public interest.

No employee of the County shall use their position to secure special privileges or exemptions, personally or for others. No employee of the County shall directly or indirectly receive or agree to receive any compensation, gift, reward or gratuity from any source except McLean County, for any matter or proceeding connected with or related to the duties of such employee. However, honoraria or expenses paid for papers, talks, demonstrations or appearances made by employees on their own time shall not be deemed as a violation of this section provided such activity is approved by the Department Head.

Department Heads must receive prior approval of the County Ethics Officer to receive honoraria or expenses paid for papers, talks, demonstrations or appearances made on their own time wherein they are acting or speaking in their official capacity as an official of McLean County Government.

No employee shall solicit or accept any gift from any prohibited source or in violation of any federal or State statute, rule, regulation or any ordinance or resolution. This ban applies to and includes spouses of and immediate family living with the employee. A detailed description of this policy can be found in the McLean County Gift Ban Ordinance, as part of Chapter Five (5) of the McLean County Code. ~~County Services employees must abide by the policy stated in the Illinois Compiled Statutes (730 ILCS 110/14) regarding compensation, gifts, or gratuities.~~

JURY DUTY AND COURT APPEARANCES:

Upon notice to the Department Head, full-time or part-time employees shall be permitted authorized absence from duty for appearances in court because of jury service and obedience to subpoena or by direction of proper authority. Said absence from duty will be with full pay for each day the employee serves on jury duty or testifies as a witness. Upon performing such service, the employee will sign a waiver of the allowable per diem as such performance of duty is considered time worked. Travel time, however, will be paid. The employee will report to work when not required to be in court during regular work hours. Attendance in court in connection with an employee's official usual duty or in connection with a case in which the County of McLean is a party, together with travel time necessarily involved, shall not be considered absence from duty within the meaning of this policy. Said absence from duty will be without pay when an employee appears in private litigation to which the County of McLean is not a party. Employees may be required to provide written verification of their jury service, including dates of service and the date and time of their release from service.

COUNTY DEPARTMENTS:

A complete listing of all the County phone numbers may be found on the County's Intranet. Additionally, by calling the County switchboard at 888-5001, all departments may be reached.

EMERGENCY PROCEDURES:

Employees should see their Department Heads for information and instructions regarding emergency procedures and evacuations in emergency situations.

COUNTY TRAVEL AND BUSINESS EXPENSE REIMBURSEMENT POLICY:

A complete copy of McLean County's Travel and Business Expense Reimbursement policy may be obtained by contacting the County Auditor's Office. Any misrepresentation or misuse of this policy shall be grounds for disciplinary action and/or criminal or civil liability.

EMPLOYEE PARKING:

The City of Bloomington operates a public parking deck located to the east of the Law and Justice Center Building. Employees who desire to park in the Abraham Lincoln Memorial Parking Deck may also purchase permits for a monthly fee. Tim Ervin with the Bloomington Parking Violations department can be reached for further information at (309) 434-2277. Employees may obtain a parking application form from Facilities Management. Parking fees are by payroll deduction.



McLean County

OFFICE OF THE ADMINISTRATOR
(309) 888-5110 FAX (309) 888-5111
115 E. Washington, Room 401

P.O. Box 2400

Bloomington, Illinois 61702-2400

March 28, 2005

To: Chairman and Members of the Finance Committee

From: Kelly Cline, Human Resources Intern *KC*

Re: Revised McLean County Personnel Policies and Procedures Ordinance

Subsequent to the County Board's approval of the County Personnel Policies and Procedures Ordinance on August 17, 2004, various inconsistencies and omissions in policy and language were identified. They are summarized below for your convenience:

- a) The most substantive addition to the policy was the inclusion of several Administrative Office of the Illinois Courts (AOIC) statements applicable to Court Services employees.
- b) Two appendices, the Position Appraisal Method factors with the Position Classifications and Pay Ranges and Vacation and Sick Leave Accrual Rates were also added.
- c) Clarification was made in reference to overtime compensation, payment of vacation leave for TOPS employees upon resignation, and the potential inclusion of sick pay for hours not worked when computing overtime.
- d) Correction of spelling errors were made along with ensuring the language throughout was consistent.

Also, as changes to the Personnel Policy were made, the changes were then carried over to the Employee Handbook.

I request your approval of the revised McLean County Personnel Policies and Procedures Ordinance. Upon your approval, the Administrator's Office will distribute the revised Personnel Policies and Employee Handbook to all Department Heads.

Please feel free to contact me at 888-5110 if you have any questions. Thank you.



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

Michael F. Sweeney
 Chairman

April 14, 2005

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

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the request received from the Director of Parks and Recreation to authorize and approve a Loader Lease Agreement with Cross Implement, 703 South, Minier, Illinois. Cross Implement submitted the lowest bid for a 1-year lease, minimum of 400 hours, for a 65 PTO HP mechanical front wheel drive tractor with a minimum 2500 lbs. lift capacity loader.

Funding for this lease agreement has been appropriated in the fiscal year 2005 adopted budget of the Department of Parks and Recreation.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1 Stan Hoselton Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Bostic	District #5 B.H. "Duffy" Bass Sondra O'Connor	District #7 P.A. "Sue" Berglund Belle Rackauskas	District #9 Cathy Ahart Terry Baggell
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Mass	District #6 George J. Gordon David F.W. Seizer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls

Name	LESSEE McLEAN COUNTY PARK + REC	DATE	3-31-05	RENTAL TERM	STARTS ON 7-8-05 7-8-06	ENDS ON	
Street or RFD	13001 REC DRIVE	BRANCH/REGION		ACCOUNT NO.		Do NOT write in shaded areas. For Office use only.	
City, State ZIP Code	HUDSON IL	LESSOR NAME AND ADDRESS	309-392-2150 CROSS Imp		NUMBER OF MONTHS		
Telephone Number	309-726-2022		703 S MINIER AVE		APPLIED DATE		
Contact	BILL WASSON		MINIER IL 61759		PAYMENTS APPLIED		
Rental Rate	Tax	Service Charge	TOTAL RENTAL RATE		Hour	Day	Week
\$ 3500	+	+	=		Per		
Minimum RENTAL PERIOD Guaranteed by Lessee	Minimum RENTAL AMOUNT Guaranteed by Lessee	Rentals are payable in advance of use of equipment: Weekly Rental - one week's rent in advance Hourly and Daily Rental - entire amount in advance Monthly Rental - one month's rent in advance					
EQUIPMENT WILL BE USED AT: (County)			(City)	(State)	Lessee will not remove the Equipment from this location without written permission from Lessor.		
Document Reference No.	Qty.	Model	Size & Description of Equipment (Give Product Identification/Serial No.)	Hour Meter Reading	Present Value	TOTAL VALUE PRESENT	
	1	5425	MFWD TRACTOR				
	1	542 SK	LOADER				

RENTAL AGREEMENT

The above-named Lessor hereby leases to the above-named Lessee the equipment listed herein ("Equipment") for the term and with the rental payments set out above. Rental payments shall be made to Lessor at his address shown above. Lessee will pay the cost of transporting the Equipment from Lessor's place of business and returning it thereto. Such transportation shall take place during the term hereof.

It is contemplated that the Equipment will be operated for not more than _____ hours in any one day; _____ hours in any one week; _____ hours in any one month, and Lessee agrees that he will pay additional rental prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of such time. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is leased for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, Lessee agrees to keep it connected to the Equipment and in good working condition at all times and it is to be used as the conclusive basis of hours of operation. If Lessee fails to return the Equipment promptly at the end of the term, additional rental shall be payable for each day prorated at one and one-half times the normal rental.


Lessee shall indemnify Lessor against all loss or damage to the Equipment while it is out of Lessor's possession, and the amount of any such loss or damage shall be based on the value shown above. Damage to the Equipment, other than a total loss, shall not abate or excuse the making of prescribed rental payments.


Lessee agrees to use and care for the Equipment in a careful and prudent manner, to pay all operation and maintenance expenses while the Equipment is out of the possession of Lessor, and to make, at his expense, any and all repairs. The Equipment shall be returned to Lessor in as good condition as received, reasonable wear and tear excepted. If, upon its return to Lessor, the Equipment is not in such good condition, Lessor may repair it and Lessee will pay the cost of any such repairs at Lessor's regular shop rates.

Lessee assumes all risk and liability for and shall hold Lessor and its assigns harmless from all damages for injuries or death to persons and property arising out of the use, possession or transportation of the Equipment. Lessee, at his own expense will carry public liability insurance with minimum liability limits in the amount of \$100,000 per person and \$300,000 per occurrence for bodily injury, including death, and in the minimum amount of \$50,000 per occurrence for property damage. Neither Lessor, its assigns, the wholesaler distributor, nor the Manufacturer shall be liable for any incidental or consequential damages which may result from any failure or use of the Equipment.

Upon expiration of the term of this Rental Agreement or at any time during such term, Lessee may elect to purchase the Equipment for the "Total Present Value" shown above, and may apply to such purchase price _____ % of all rentals theretofore paid. Such election shall be evidenced by execution of a purchase order form supplied by Lessor, together with payment of the remainder of the purchase price in cash or settlement for the Equipment in some other manner agreed to by the parties.

THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET OUT ON THE REVERSE SIDE HEREOF WHICH ARE HEREBY MADE A PART HEREOF.

LESSEE (Customer)
 X McLean County


LESSOR (Dealer)
 CROSS Imp
 BY 



DEPARTMENT OF PARKS AND RECREATION
(309)726-2022 FAX (309)726-2025 www.mclean.gov
13001 Recreation Area Dr. Hudson, IL 61748-7594

TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation WRW

DATE: 02/29/05

RE: Loader Lease

The Department of Parks and Recreation recently solicited lease proposals from tractor dealers for a 1 or 2 year lease, minimum 400 hours, a 65 PTO HP mechanical front wheel drive tractor with a minimum 2500 lbs. lift capacity loader. The most recent quotations received for loader lease are as follows:

	Annual Lease Cost
Cross Implement Inc.	\$3500.00
Martin Implement, Inc	\$7644.81
Birkey's Farm Store	\$5950.00

All tractors included in proposals met specifications.

I recommend the approval of the lease agreement with Cross Implement for a \$3,500.00 1 year lease, which is the same amount as 2004-2005.

) STATE OF ILLINOIS)
SS
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF MARK PAULIN
AS A TRUSTEE OF THE
BELLFLOWER FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2005 of Mark Paulin as a Trustee of the Bellflower Fire Protection District, it is advisable to consider a reappointment to this position; and,

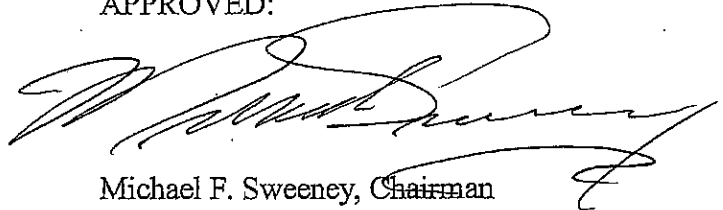
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Paulin as a Trustee of the Bellflower Fire Protection District for a term of three years to expire on April 30, 2008 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 Paulin and Darrell Hartweg, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 19th day of April, 2005.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

e:\ann\aprfd_Paulin.res

STATE OF ILLINOIS)
)
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF WILLIAM FRIEDRICH
AS A COMMISSIONER OF THE
BLOOMINGTON TOWNSHIP PUBLIC WATER DISTRICT

WHEREAS, due to the expiration of term of William Friedrich as a Trustee of the Bloomington Township Public Water District, it is advisable to consider reappointment to this position; and,

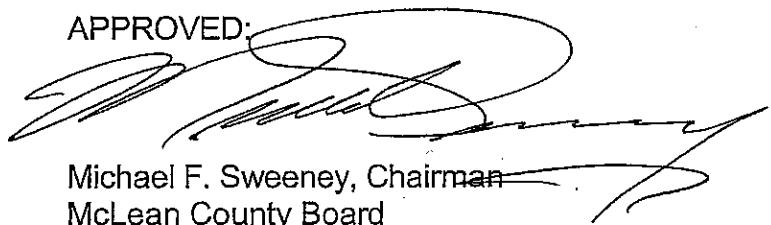
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 5/3.1, has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 William Friedrich as a Trustee of the Bloomington Township Public Water District for a term of five years scheduled to expire on the 1st Monday in May, 2010 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 Mr. William Friedrich and Mr. Dan Deneen, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 19th day of April, 2005.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

e:\ann\apt\btpw_Friedrich.res

) STATE OF ILLINOIS)
SS)
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF RICHARD PIERCY
AS A TRUSTEE OF THE
CHENOA FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2005 of Richard Piercy as a Trustee of the Chenoa Fire Protection District, it is advisable to consider a reappointment to this position; and,

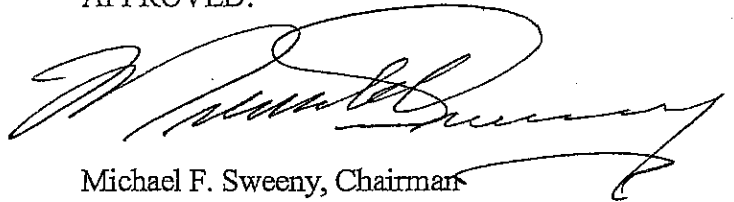
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Richard Piercy as a Trustee of the Chenoa Fire Protection District for a term of three years to expire on April 30, 2008 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 Richard Piercy and Al Freehill, Attorney for the District.


ADOPTED by the County Board of McLean County, Illinois, this 19th day of April, 2005.

APPROVED:



Michael F. Sweeny, Chairman
McLean County Board

ATTEST:



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

c:\ann\ap\fd_pierc.res

) STATE OF ILLINOIS)
SS)
COUNTY OF McLEAN)

A RESOLUTION OF REAPPOINTMENT OF GERALD PICKETT
AS A TRUSTEE OF THE CLEARVIEW SANITARY DISTRICT

WHEREAS, due to the expiration of term of Gerald Pickett as Trustee of the Clearview Sanitary District, it is advisable to consider an appointment or reappointment to this position for a three year term; and

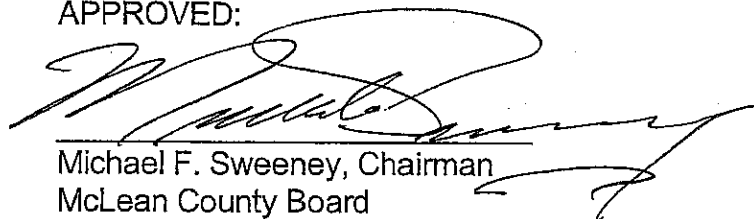
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 90, 2805/3, has the responsibility to fill a three-year term by appointment, or reappointment, with the advice and consent of the County Board; now, therefore,

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 Gerald Pickett as a Trustee of the Clearview Sanitary District for a three-year term scheduled to expire on the first Monday in May, 2008, or until a successor shall has been qualified and appointed.

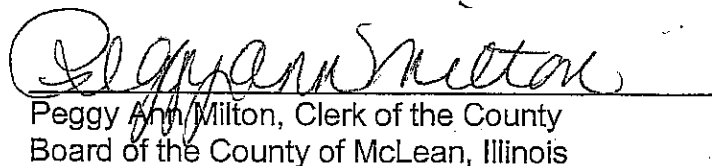
BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to Mr. Gerald Pickett and Mr. Dan Deneen, Attorney for the Clearview Sanitary District.

ADOPTED by the County Board of McLean, County, Illinois this 19th day of April, 2005.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

) STATE OF ILLINOIS)
SS
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF GREG YODER
AS A TRUSTEE OF THE
DANVERS FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2005 of Greg Yoder as a Trustee of the Danvers Fire Protection District, it is advisable to consider a reappointment to this position; and,

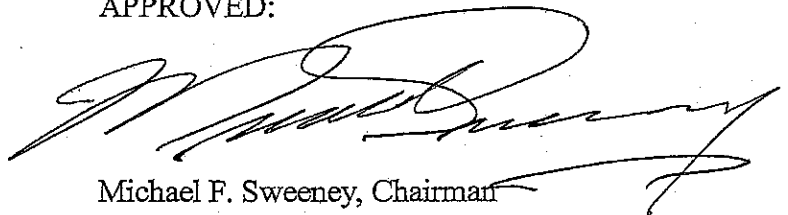
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Greg Yoder as a Trustee of the Danvers Fire Protection District for a term of three years to expire on April 30, 2008 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 Greg Yoder and Mark McGrath, Attorney for the District.

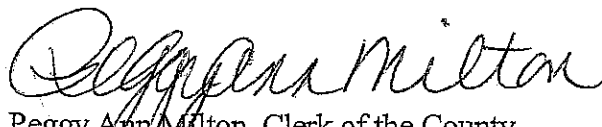
ADOPTED by the County Board of McLean County, Illinois, this 19th day of April, 2005.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

e:\ann\apt\fd_yoder.res

) STATE OF ILLINOIS)
SS)
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF CHARLES WEST
AS A TRUSTEE OF THE
DOWNS FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2005 of Charles West as a Trustee of the Downs Fire Protection District, it is advisable to consider a reappointment to this position; and,

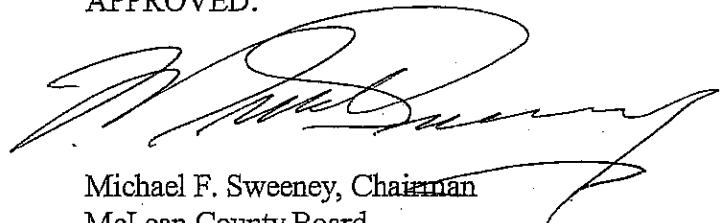
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Charles West as a Trustee of the Downs Fire Protection District for a term of three years to expire on April 30, 2008 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 Charles West and Greg Knapp, Attorney for the District.


ADOPTED by the County Board of McLean County, Illinois, this 19th day of April, 2005.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

e:\ann\ap\fd_west.res

) STATE OF ILLINOIS)
SS
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF DAVID ROTH
AS A TRUSTEE OF THE
GRIDLEY FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2004 of David Roth as a Trustee of the Gridley Fire Protection District, it is advisable to consider a reappointment to this position; and,

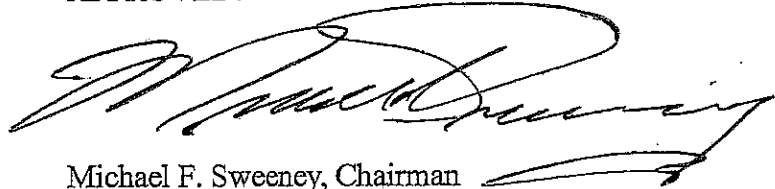
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 David Roth as a Trustee of the Gridley Fire Protection District for a term of three years beginning in 2004 and set to expire on April 30, 2007 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 David Roth and Benjamin Roth, Attorney for the District.


ADOPTED by the County Board of McLean County, Illinois, this 19th day of April, 2005.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

e:\ann\apt\fd_Roth.res

) STATE OF ILLINOIS)
SS
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF CHARLES ENGEL
AS A TRUSTEE OF THE
HUDSON FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2005 of Charles Engel as a Trustee of the Hudson Fire Protection District, it is advisable to consider a reappointment to this position; and,

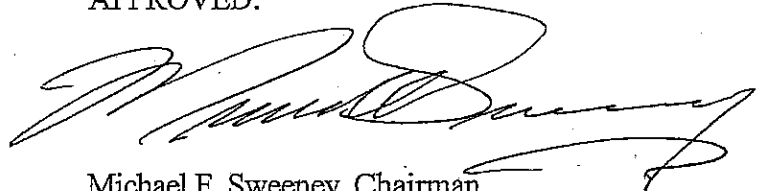
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Charles Engel as a Trustee of the Hudson Fire Protection District for a term of three years to expire on April 30, 2008 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 Mr. Charles Engel and Ms. Amy Mobley, Attorney for the District.


ADOPTED by the County Board of McLean County, Illinois, this 19th day of April, 2005.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

e:\ann\apt\fd_engel.res

) STATE OF ILLINOIS)
SS
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF J. MICHAEL STRUBHAR
AS A TRUSTEE OF THE
MT. HOPE-FUNKS GROVE FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2005 of J. Michael Strubhar as a Trustee of the Mt. Hope-Funks Grove Fire Protection District, it is advisable to consider a reappointment to this position; and,

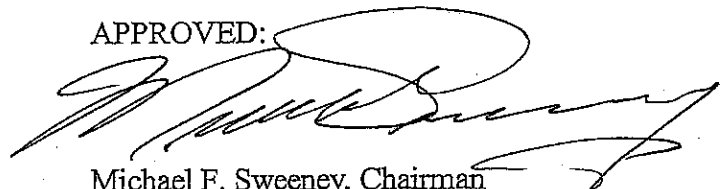
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 J. Michael Strubhar as a Trustee of the Mt. Hope-Funks Grove Fire Protection District for a term of three years to expire on April 30, 2008 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 J. Michael Strubhar and Ralph Turner, Attorney for the District.

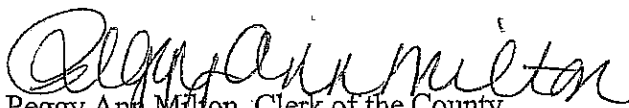
ADOPTED by the County Board of McLean County, Illinois, this 19th day of April, 2005.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

e:\ann\aprfid_fit.res

) STATE OF ILLINOIS)
SS
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF LEE KLINTWORTH
AS A TRUSTEE OF THE
OCTAVIA FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2005 of Lee Klintworth as a Trustee of the Octavia Fire Protection District, it is advisable to consider a reappointment to this position; and,

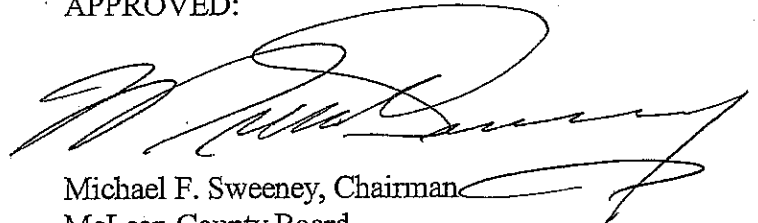
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Lee Klintworth as a Trustee of the Octavia Fire Protection District for a term of three years to expire on April 30, 2008 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 Lee Klintworth.


ADOPTED by the County Board of McLean County, Illinois, this 19th day of April, 2005.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

e:\annapt\fd_klint.res

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

A RESOLUTION FOR REAPPOINTMENT OF JOE NECESSARY
AS A TRUSTEE OF THE
RANDOLPH FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2005 of Jo Necessary as a Trustee of the Randolph Fire Protection District, it is advisable to consider a appointment to this position; and,


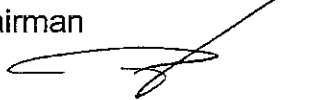
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Joe Necessary as a Trustee of the Randolph Fire Protection for a term of three years to expire on April 30, 2008 or until a successor shall have been qualified and appointed.

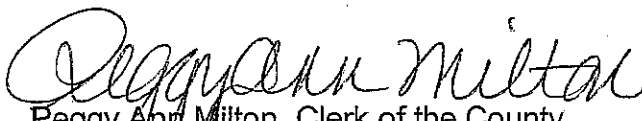
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Joe Necessary and James DePew, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 19th day of April, 2005.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board 

ATTEST:


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

e:\ann\ap\fd.necessary.res

) STATE OF ILLINOIS)
SS)
COUNTY OF McLEAN)

A RESOLUTION FOR REAPPOINTMENT OF BRUCE E. BUTLER
AS A TRUSTEE OF THE
SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2005 of Bruce E. Butler as a Trustee of the Saybrook-Arrowsmith Fire Protection District, it is advisable to consider a reappointment to this position; and,

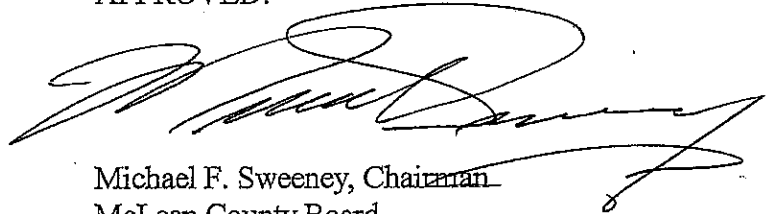
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Bruce E. Butler as a Trustee of the Saybrook-Arrowsmith Fire Protection District for a term of three years to expire on April 30, 2008 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 Bruce E. Butler.

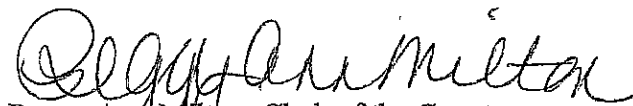
ADOPTED by the County Board of McLean County, Illinois, this 19th day of April, 2005.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

e:\ann\ap\afd_butler.res

STATE OF ILLINOIS)

COUNTY OF McLEAN)

SS

A RESOLUTION FOR REAPPOINTMENT OF PHIL RICHARD
AS A TRUSTEE OF THE
TOWANDA FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2005 of Phil Richard as a Trustee of the Towanda Fire Protection District, it is advisable to consider a reappointment to this position; and,

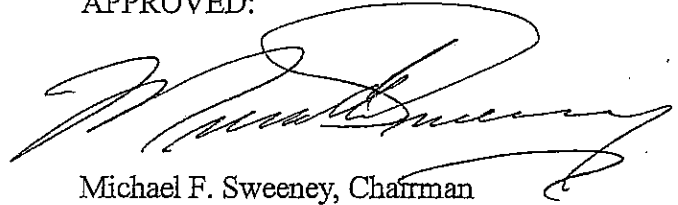
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

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 Phil Richard as Trustee of the Towanda Fire Protection District for a term of three years to expire on April 30, 2008 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 Phil Richard and James Sinclair, Attorney for the District.


ADOPTED by the County Board of McLean County, Illinois, this 19th day of April, 2005.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

e:\ann\apt\fd_richard.res

EXECUTIVE COMMITTEE:
Member Sorensen, Vice-Chairman, presented the following:

RESOLUTION of the McLEAN COUNTY BOARD
APPROVING and AUTHORIZING EXECUTION of an
INTERGOVERNMENTAL AGREEMENT
between the
CITY of BLOOMINGTON, TOWN of NORMAL, COUNTY of McLEAN
and the EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, pursuant to Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., the City of Bloomington (the "City"), the Town of Normal (the "Town"), the County of McLean (the "County"), and the Emergency Telephone System Board (the "ETSB") are authorized to enter into an Intergovernmental Agreement for the provision of a Countywide Enhanced 911 emergency call system; and,

WHEREAS, the County is a body politic with authority to legislate in matters concerning its governing authority and affairs; and,

WHEREAS, the City, the Town, the County and the ETSB desire to cooperatively work together to insure that the Countywide Enhanced 911 emergency call system continues to provide emergency 911 services consistent with the laws and regulations of the State of Illinois; and,

WHEREAS, the City, the Town, the County and the ETSB agree that it is in the best interests of all parties to this Intergovernmental Agreement to memorialize in writing the terms and conditions under which the ETSB may agree to reconsider the City's request to serve as a primary public safety answering point for Enhanced 911 land line emergency calls originating within the corporate limits of the City; and,

WHEREAS, the City, the Town, the County and the ETSB agree that it is in the best interests of all parties to this Intergovernmental Agreement to memorialize in writing the terms and conditions by which the City, Town, County and the ETSB shall continue to support the operations of MetCom; and,

WHEREAS, the City, the Town, the County and the ETSB agree that it is in the best interests of all parties to this Intergovernmental Agreement to memorialize in writing the terms and conditions by which the City, Town, County and the ETSB shall continue to cooperatively work together to provide an Enhanced 911 emergency call back-up system for MetCom and for the City's planned Enhanced 911 public safety answering point and its own police-fire-emergency medical services dispatch center; and,

(2)

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of the County to enter into an Intergovernmental Agreement between the City of Bloomington, Town of Normal, County of McLean and the Emergency Telephone System Board; now, therefore,

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

Section One: That the McLean County Board hereby approves the Intergovernmental Agreement between the City of Bloomington, Town of Normal, County of McLean and the Emergency Telephone System Board and authorizes the Chairman of the McLean County Board to execute said Intergovernmental Agreement. A copy of the Intergovernmental Agreement is attached hereto as "Exhibit A" and is incorporated herein by reference.

Section Two: That the McLean County Board, in conjunction with the Town of Normal, hereby encourages the City of Bloomington to reconsider its decision to withdraw from MetCom and further encourages the City of Bloomington to rescind that decision. Upon the City of Bloomington taking such action, the McLean County Board will reconsider its approval of this Resolution.

Section Three: That the County Clerk is hereby authorized and directed to forward certified, executed copies of this Resolution and the accompanying Intergovernmental Agreement to the City of Bloomington, Town of Normal, Emergency Telephone System Board, McLean County Sheriff, First Civil Assistant State's Attorney, and the County Administrator.

ADOPTED by the McLean County Board this 19th day of April, 2005.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

RES_IGAGRMNT_CITYTOWNCTYETSB.APR
4/19/2005

INTERGOVERNMENTAL AGREEMENT
between the
CITY of BLOOMINGTON, TOWN of NORMAL, COUNTY of McLEAN and
EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, pursuant to Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 *ILCS* 220/1 et. Seq., the City of Bloomington (the "City"), the Town of Normal (the "Town") the County of McLean (the "County"), and the Emergency Telephone System Board (the "ETSB") are authorized to enter into an Intergovernmental Agreement for the provision of a Countywide Enhanced 911 emergency call system; and,

WHEREAS, on March 10, 1997, the City, the Town, and the County approved and adopted an Intergovernmental Agreement creating the Metro McLean County Centralized Communications Center (the "MetCom"); and,

WHEREAS, the City, by Resolution of the Bloomington City Council, has advised the parties to the Intergovernmental Agreement creating MetCom of the City's desire to seek approval from the ETSB to establish an Enhanced 911 primary public safety answering point and police-fire-emergency medical services dispatch center; and,

WHEREAS, the ETSB denied the City's request to establish an Enhanced 911 primary public safety answering point and police-fire-emergency medical services dispatch center on September 28, 2004; and

WHEREAS, the City, the Town, the County and the ETSB desire to cooperatively work together to insure that the Countywide Enhanced 911 emergency call system continues to provide emergency 911 services consistent with the laws and regulations of the State of Illinois; and,

WHEREAS, the City, the Town, the County, and the ETSB agree that it is in the best interests of all parties to this Intergovernmental Agreement to memorialize in writing the terms and conditions under which the ETSB may agree to reconsider the City's request to serve as a primary public safety answering point for Enhanced 911 land line emergency calls originating within the corporate limits of the City; and,

WHEREAS, the City, the Town, the County, and the ETSB agree that it is in the best interests of all parties to this Intergovernmental Agreement to memorialize in writing the terms and conditions by which the City, Town, County and the ETSB shall continue to support the operations of MetCom; and,

WHEREAS, the City, the Town, the County, and the ETSB agree that it is in the best interests of all parties to this Intergovernmental Agreement to memorialize in writing the terms and conditions by which the City, Town, County and the ETSB shall continue to cooperatively work together to provide an Enhanced 911 emergency call back-up

system for MetCom and for the City's planned Enhanced 911 public safety answering point and its own police-fire-emergency medical services dispatch center; now, therefore,

IT IS HEREBY AGREED by the City, the Town, the County, and the ETSB as follows:

ARTICLE I

A. The City hereby agrees to the following terms and conditions as a party to this Intergovernmental Agreement.

1. Subject to the provisions of Article I, Section A, Subsection 1(d) below, the City shall remit to MetCom an amount not to exceed the following annual contributions to help defray the increase in the annual costs to the Town, the County, and the ETSB to operate MetCom:

a. \$173,678.00 for Fiscal Year 2006 (January 1, 2006 – December 31, 2006).

\$116,505.00 for Fiscal Year 2007 (January 1, 2007 – December 31, 2007)

\$50,710.00 for Fiscal Year 2008 (January 1, 2008 – December 31, 2008)

b. The City agrees to remit payments to MetCom on a monthly basis with the monthly payment being equal to the annual contribution divided by 12.

c. The City agrees to remit the monthly payment to MetCom on or before the 30th day of the month.

d. The City acknowledges and agrees that the City's annual contribution to help defray the increase in the annual costs to the Town, the County, and the ETSB to operate MetCom is based on a five-year projected annual operating budget for MetCom. The City further acknowledges and agrees that the City's annual contribution to help defray the increase in the annual costs to the Town, the County, and the ETSB to operate MetCom may need to be adjusted once MetCom's annual operating budget is formally adopted.

Any further adjustments to the annual contributions as set forth above shall be based upon the actual adopted MetCom budget. Such changes shall be apportioned among the City, Town, County and ETSB in accordance with their respective percentage contribution to the actual MetCom budget.

2. The City agrees to provide written notice to MetCom and the ETSB not later than October 1, 2005 if the City determines that its primary public safety answering point will not be fully operational and/or approved by the ETSB and the Illinois Commerce Commission by January 1, 2006.

If such prior written notice is made, then the parties agree to negotiate the terms and conditions of continued participation by the City, if any, in MetCom.

3. The City agrees to serve as the back-up public safety answering point for MetCom in accordance with Section 725.505 of the Rules of the Illinois Commerce Commission.

The City agrees to answer any Enhanced 911 land line or wireless emergency call that is automatically transferred by MetCom to the City's dispatch center after 10 seconds in accordance with Section 725.505(v) of the Rules of the Illinois Commerce Commission.

The City agrees to dispatch in a timely manner the necessary police-fire-emergency medical services for any Enhanced 911 land line or wireless emergency call that is automatically transferred by MetCom to the City's dispatch center without preference to the location of the caller in accordance with Section 725.505(t) of the Rules of the Illinois Commerce Commission.

The City agrees to immediately assume responsibility for handling all Enhanced 911 land line or wireless calls in the event that MetCom is unable to operate due to mechanical failure, central office telephone failure, man-made disaster, or natural disaster in accordance with Section 725.505 of the Rules of the Illinois Commerce Commission.

4. The City agrees to purchase the necessary materials, communications and computer equipment, computer software, consoles, office furniture and equipment that will be needed for the City to meet the requirements set forth in State law and regulations to function as a primary public safety answering point for Enhanced 911 land line emergency calls originating within the corporate limits of the City and to function as the back-up center for MetCom in accordance with Section 725.505 of the Rules of the Illinois Commerce Commission. City also agrees to pay for the installation of the Consoles referred to in Article II, Section 8 below.
5. The City agrees to meet all of the requirements set forth in State law and regulations and administered by the ETSB for the proper training of the City's employees in Enhanced 911 emergency call taking, emergency medical dispatch evaluation, and the dispatch of the appropriate police-fire-emergency medical services personnel and equipment in accordance

with Section 725.505(j) of the Rules of the Illinois Commerce Commission.

6. The City agrees to provide to the ETSB and the ETSB Administrator monthly statistical reports of all Enhanced 911 land line emergency calls originating within the corporate limits of the City. Upon request, the City further agrees to make available to the ETSB, the ETSB Administrator, the Town and the County the tapes of Enhanced 911 land line or wireless emergency calls handled by the City or originating within the corporate limits of the City in accordance with Section 725.220 of the Rules of the Illinois Commerce Commission.
7. The City agrees to provide the ETSB Administrator with access to the City's Enhanced 911 call/dispatch center in accordance with Sections 725.105, 725.200(g), 725.205 (8) and 725.400(g) of the Rules of the Illinois Commerce Commission.
8. The City agrees that the City will not seek any funding for the City's Enhanced 911 call/dispatch center from the ETSB before fiscal year 2009 (January 1, 2009 – December 31, 2009).
9. The City agrees to permit the Town and the County continued access to the City's 800 MHz frequency on the downtown tower for mobile data terminal (MDT) transmission and communication at no charge in accordance with Section 725.505 of the Rules of the Illinois Commerce Commission.
10. The City agrees that MetCom shall be the primary public safety answering point for all wireless 911 calls that originate in the City. Such protocol shall continue until such time the Illinois Commerce Commission and/or State law permits more than one primary public safety answering point in a county to answer such calls.
11. The City agrees that in addition to entering into this Intergovernmental Agreement, it shall also enter into a Call Handling Agreement with the ETSB, if the ETSB approves the City's request to be a primary public safety answering point for all Enhanced 911 emergency land line calls originating within the corporate limits of the City in accordance with Section 725.210 (d)(8) of the Rules of the Illinois Commerce Commission.

Article II

- B. The Town and the County hereby agrees to the following terms and conditions as a party to this Intergovernmental Agreement.

1. The Town and the County agree to increase their respective annual contribution to MetCom by the following percentage amount:

For Fiscal Year 2006 (January 1, 2006 – December 31, 2006) – an 8.75% increase over the prior fiscal year.

For Fiscal Year 2007 (January 1, 2007 – December 31, 2007) – an 8.75% increase over the prior fiscal year.

For Fiscal Year 2008 (January 1, 2008 – December 31, 2008) – an 8.75% increase over the prior fiscal year.

The Town and the County acknowledge and agree that the proposed percentage increase in the annual contribution to operate MetCom is based on a five-year projected annual operating budget for MetCom. A copy of same is attached hereto. The Town and the County further acknowledge and agree that the proposed percentage increase in the annual contribution to operate MetCom may need to be adjusted once MetCom's annual operating budget is formally adopted.

Any further adjustments to the annual contributions as set forth above shall be based upon the actual adopted MetCom budget. Such changes shall be apportioned among the City, Town, County and ETSB in accordance with their respective percentage contribution to the actual MetCom budget.

2. The Town and the County agree that MetCom will serve as the back-up public safety answering point for the City in accordance with Section 725.505 of the Rules of the Illinois Commerce Commission. The Town and the County agree that MetCom will answer any Enhanced 911 land line emergency call that is automatically transferred by the City to MetCom after 10 seconds in accordance with Section 725.505(v) of the Rules of the Illinois Commerce Commission.

The Town and the County agree that MetCom will dispatch in a timely manner the necessary police-fire-emergency medical services for any Enhanced 911 land line emergency call that is automatically transferred to MetCom by the City's dispatch center without preference to the location of the caller in accordance with Section 725.505(t) of the Rules of the Illinois Commerce Commission.

The Town and the County agree to immediately assume responsibility for handling all Enhanced 911 land line calls in the event that the City's dispatch center is unable to operate due to mechanical failure, central office telephone failure, man-made disaster, or natural disaster in

accordance with Section 725.505 of the Rules of the Illinois Commerce Commission.

3. The Town and the County agree that MetCom will meet all of the requirements set forth in State law and regulations and administered by the ETSB for the proper training of MetCom's employees in Enhanced 911 emergency call taking, emergency medical dispatch evaluation, and the dispatch of the appropriate police-fire-emergency medical services personnel and equipment in accordance with Section 725.505(j) of the Rules of the Illinois Commerce Commission.
4. The Town and the County agree that MetCom will provide to the ETSB and the ETSB Administrator monthly statistical reports of all Enhanced 911 land line and wireless emergency calls originating within the corporate limits of the Town and in the County outside of the corporate limits of the City and the Town. Upon request, the Town and the County further agrees that MetCom will make available to the ETSB, the ETSB Administrator, and the City the tapes of Enhanced 911 land line or wireless emergency calls handled by MetCom or originating within the corporate limits of the Town or County in accordance with Section 725.220 of the Rules of the Illinois Commerce Commission.
5. The Town and the County agree that MetCom will provide the ETSB Administrator with access to MetCom's Enhanced 911 call/dispatch center in accordance with Sections 725.105, 725.200(g), 725.205 (8) and 725.400(g) of the Rules of the Illinois Commerce Commission.
6. The Town and the County agree to support the City's request to the ETSB to be a primary public safety answering point for all Enhanced 911 emergency land line calls originating within the corporate limits of the City, effective as of January 1, 2006. The Town and County further agree to waive the termination notice requirements set forth in Article IX (A)(1) of the Intergovernmental Agreement creating the Metro McLean County Centralized Communications Center.
7. If, and only if, the ETSB approves the City's request to be a primary public safety answering point for all Enhanced 911 emergency land line calls originating within the corporate limits of the City, the Town and the County agree that they will not object to ETSB providing to the City at "no cost" the Enhanced 911 equipment that is located at MetCom's current back-up public safety answering point. The Town and County shall have neither the obligation to remove or install such Enhanced 911 equipment nor the responsibility to pay for the costs associated with its removal or installation. The Enhanced 911 equipment referred to herein is more completely described in Exhibit A attached hereto and incorporated by reference in this Intergovernmental Agreement.

8. If, and only if, the ETSB approves the City's request to be a primary public safety answering point for all Enhanced 911 emergency land line calls originating within the corporate limits of the City, the Town and the County agree to provide to the City at "no cost" two (2) Motorola Gold Elite Consoles ("Consoles") for use in the City's Enhanced 911 call/dispatch center. Installation of these consoles shall be at the City's expense. The Town's and County's obligation to provide the City with these Consoles is contingent upon and subject to the availability of federal grant funds to be provided under the approved and awarded Interoperability Communications Equipment Grant from the United States Department of Homeland Security.
9. The Town and County agree that MetCom shall be the primary public safety answering point for all wireless 911 calls that originate in the City. Such protocol shall continue until such time the Illinois Commerce Commission and/or State law permits more than one primary public safety answering point in a county to answer such calls.
10. Subject to the provisions of Article I, Section A, Subsection 2 above, the Town and County agree that if the City's primary public safety answering point is not fully operational and/or approved by the ETSB and the Illinois Commerce Commission on January 1, 2006, then the parties agree to negotiate the terms and conditions of continued service for calls originating within the corporate limits of the City until such time that the City's primary public safety answering point is fully operational and approved by the ETSB and the Illinois Commerce Commission.

Article III

C. The ETSB hereby agrees to the following terms and conditions as a party to this Intergovernmental Agreement.

1. The ETSB agrees to reconsider the City's request to be a primary public safety answering point for all Enhanced 911 emergency land line calls originating within the corporate limits of the City. The ETSB further acknowledges that the Town and the County support the City's request to be a primary public safety answering point for all Enhanced 911 emergency land line calls originating within the corporate limits of the City, effective as of January 1, 2006.
2. The ETSB agrees to increase its respective annual contribution to MetCom by the following percentage amount:

For Fiscal Year 2006 (January 1, 2006 – December 31, 2006) - Same Dollar Amount as in Fiscal Year 2005 Adopted Budget

For Fiscal Year 2007 (January 1, 2007 – December 31, 2007) – an 8.75% increase over the prior fiscal year.

For Fiscal Year 2008 (January 1, 2008 – December 31, 2008) – an 8.75% increase over the prior fiscal year.

3. The ETSB agrees that if, and only if, the ETSB approves the City's request to be a primary public safety answering point for all Enhanced 911 emergency land line calls originating within the corporate limits of the City, then the ETSB shall provide the following at "no cost" to the City:

- The required 911 telephone trunk circuits that route the Enhanced 911 emergency land line calls to the primary public safety answering point; and the annual maintenance and service cost for same.
- The required CML Consoles.

4. The ETSB agrees that if, and only if, the ETSB approves the City's request to be a primary public safety answering point for all Enhanced 911 emergency land line calls originating within the corporate limits of the City, then the ETSB shall pay for the costs associated with the removal and/or installation of the Enhanced 911 equipment that is located at MetCom's current back-up public safety answering point. Such Enhanced 911 equipment is more completely described in Exhibit A attached hereto and incorporated by reference in this Intergovernmental Agreement.

5. The ETSB agrees that in addition to entering into this Intergovernmental Agreement, it shall also enter into a Call Handling Agreement with the City, if the ETSB approves the City's request to be a primary public safety answering point for all Enhanced 911 emergency land line calls originating within the corporate limits of the City in accordance with Section 725.210 (d)(8) of the Rules of the Illinois Commerce Commission.

Article IV

D. All parties hereby agree to the following terms and conditions as parties to this Intergovernmental Agreement.

1. That if the ETSB fails to reconsider its September 28, 2004 denial of the City's request to establish an Enhanced 911 primary public safety answering point and police-fire-emergency medical services dispatch center and approve said request within 30 days of the execution of this Intergovernmental Agreement, then this Intergovernmental Agreement shall be null and void.

2. That if, after the execution of this Intergovernmental Agreement, the ETSB exercises its authority granted under State law and the Rules of the Illinois Commerce Commission to make modifications to the Enhanced 911 system structure, then the City, the Town, and the County shall comply with said modifications.

Article V

Each member to this Intergovernmental Agreement which is subject to a claim, of any nature, which arises as a consequence of the acts or omissions of such member's personnel in responding to, or providing emergency or non-emergency services pursuant to a dispatch via MetCom or the City's Enhanced 911 call/dispatch center shall, at such member's expense, indemnify and hold harmless any other member, its officers, employees and agents from any cost, expense, attorney fees, judgment or liability of any nature when any other member is/are subject to the same Claim solely as a consequence of such other member being a party to this Intergovernmental Agreement.

Article VI

The parties agree that the provisions of the Title 83, Chapter 1, Subchapter f, Part 725 of the Illinois Administrative Code ("Rules of the Illinois Commerce Commission") are attached hereto and incorporated by reference as Exhibit B to this Intergovernmental Agreement. Any conflict between the provisions of this Intergovernmental Agreement and the Rules of the Illinois Commerce Commission or State law shall be resolved in favor of the Rules of the Illinois Commerce Commission or State law. The parties further agree to be bound to any amendments that may be made to such Rules of the Illinois Commerce Commission and State law.

Article VII

This Intergovernmental Agreement shall continue in full force and effect beginning on the date that all parties have signed and continuing until such time as it may be amended or revised by the same action that caused its adoption.

Article VIII

This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of this Agreement, or any part hereof, shall not render the remainder of this Agreement invalid or unenforceable.

Article IX

No waiver of any breach of this Intergovernmental Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Intergovernmental Agreement or any provision hereof.

Article X

This Intergovernmental Agreement shall not be amended unless in writing expressly stating that it constitutes an amendment to this Intergovernmental Agreement, signed by the parties hereto.

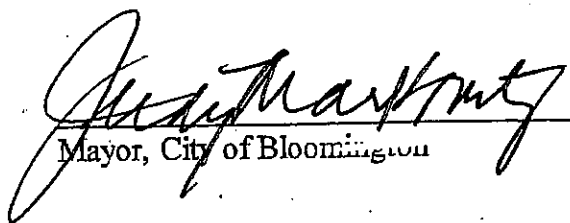
Article XI

This Intergovernmental Agreement shall be binding upon the parties hereto and upon their successors in interest, assigns, and representatives of such parties.

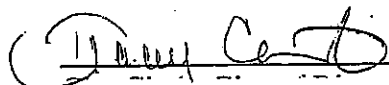
Article XII

The parties to this Intergovernmental Agreement hereto agree that the foregoing constitutes all of the Agreement among all of the parties and in witness thereof, the parties have affixed their respective signatures on the date indicated below.

For the CITY of BLOOMINGTON, ILLINOIS: ATTEST:



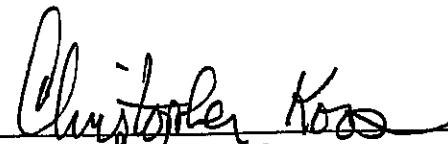
Mayor, City of Bloomington



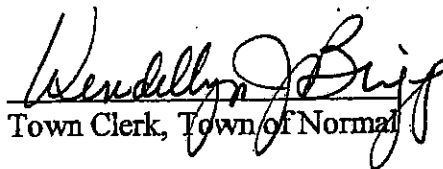
City Clerk, City of Bloomington

For the TOWN of NORMAL, ILLINOIS:

ATTEST:



Mayor, Town of Normal



Town Clerk, Town of Normal

For the COUNTY of McLEAN, ILLINOIS:

ATTEST:

Chairman, McLean County Board

County Clerk, McLean County

**For the McLEAN COUNTY EMERGENCY
TELEPHONE SYSTEM BOARD:**

ATTEST:

Chairman, McLean County Emergency
Telephone System Board

Administrator, McLean County
Emergency Telephone System Board

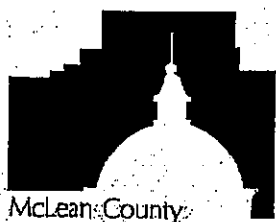
EXECUTIVE SUMMARY: PROPOSED INTERGOVERNMENTAL AGREEMENT

If Intergovernmental Agreement is APPROVED:

- (1) Bloomington is no longer part of the original Intergovernmental Agreement that created MetCom.
- (2) Bloomington agrees to pay to MetCom \$340,893 during the next 3 years (FY'2006, FY'2007, FY'2008).
- (3) Reduces the increase in Normal's share and the County's share of MetCom's annual operating budget.
 - Normal's share increases by \$44,676 over FY'05 Adopted.
 - County's share increases by \$40,121 over FY'05 Adopted.
- (4) City, Town, County and ETSB agree on how E-911 land line calls within the corporate limits of Bloomington will be handled. Bloomington receives and dispatches E-911 land line calls as of January 1, 2006.
- (5) Bloomington is responsible for any errors or negligence in answering and dispatching City's E-911 land line calls - MetCom's liability exposure DECREASES.
- (6) Improved Back-up Centers for MetCom and Bloomington.
- (7) ETSB is almost certain to reconsider Bloomington's request to be a primary PSAP.
- (8) Future changes in Bloomington's position can be considered if and when Bloomington changes its position.

If Intergovernmental Agreement is NOT APPROVED:

- (1) Bloomington is no longer part of the original Intergovernmental Agreement that created MetCom.
- (2) Bloomington's payment to MetCom of \$340,893 during the first 3 years is at risk.
- (3) Significantly increases Normal's share and the County's share of MetCom's annual operating budget.
 - Normal's share increases by \$399,526 over FY'05 Adopted.
 - County's share increases by \$348,562 over FY'05 Adopted.
- (4) MetCom retains responsibility for answering all E-911 land line calls within corporate limits of Bloomington. Calls must then be routed/transferred to Bloomington for dispatch as of January 1, 2006.
- (5) MetCom is responsible for any errors or negligence in answering and transferring City's E-911 land line calls - MetCom's liability exposure INCREASES.
- (6) MetCom retains full responsibility and 100% of the expense for the current Back-up Center in Normal.
- (7) ETSB may not reconsider Bloomington's request to be a primary PSAP - results in more costs for MetCom.
- (8) Future changes in Bloomington's position can be considered if and when Bloomington changes its position.



March 30, 2005

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

From: Sheriff Dave Owens *Deo*
John M. Zeunik, County Administrator *ganj*

Re: Intergovernmental Agreement between the City of Bloomington, Town of Normal, County of McLean, and the Emergency Telephone Systems Board

For your information and review, attached please find the proposed Intergovernmental Agreement between the City of Bloomington (the "City"), Town of Normal (the "Town"), County of McLean (the "County"), and the Emergency Telephone Systems Board (the "ETSB"). This proposed Intergovernmental Agreement is the result of negotiations between the City Manager of Bloomington, the City Manager of Normal, the ETSB Director, and the County Administrator to reach an acceptable solution that recognizes the City's decision to withdraw from MetCom and the financial and operational impact of the City's decision on the Town, the County, ETSB and MetCom.

On January 12, 2004, the Bloomington City Council unanimously approved a Resolution Terminating the Membership of the City of Bloomington in the Metro McLean County Centralized Communications Center (see enclosed copy of Resolution). The Intergovernmental Agreement creating MetCom, which was approved in March, 1997, provided a means in Article IX for any party to the Agreement to terminate its membership (see enclosed copy of the Intergovernmental Agreement). According to the City Council, City Manager, and Chief of Police, this decision was based on the City's desire to improve the emergency communication services provided to the police, fire, EMS, and the citizens of Bloomington. In discussions with the City Manager and the Chief of Police, it was stated that the City's decision was based on their desire to exercise direct supervisory control over the dispatchers, to develop emergency dispatch operational policies and procedures specific to the City's needs, and to appropriate funds for the purchase of additional equipment that would interface with the City's emergency communications center and enhance the City's response to police, fire, and EMS emergency calls. Under the Intergovernmental Agreement creating MetCom, the City's

decision-making authority in these three areas was limited by the governing structure created for MetCom, which gives the City two of the seven voting seats on the MetCom Operations Board.

Too much emphasis has been placed on the emergency dispatch tapes that individual members of the City Council listened to prior to the Council's action to withdraw from MetCom. In any emergency communications dispatch center regardless of whether it is a centralized communications dispatch center or a single agency dispatch center, there will be incidents where an error is made by the dispatcher. When the Sheriff's Department operated its own dispatch center prior to Enhanced 911 and MetCom, there were errors made by the County dispatchers. And, for every dispatch error, there is an example on tape of an incident where the dispatcher performed in an exemplary manner. Having listened to the emergency dispatch tapes that were played for individual Council members, it is clear that the errors made by the dispatchers were used as examples to illustrate how the City would change the operational policies and procedures.

All public policy decisions, including the City Council's decision to withdraw from MetCom, are subject to debate and criticism. In the end, the City Council exercised their right under the Intergovernmental Agreement to make a public policy decision based on the Council's desire to improve the emergency communication services provided to the police, fire, EMS, and the citizens of Bloomington.

At the March County Board meeting, several Board members requested that the Problem Reports filed by the local police, fire, and EMS agencies be provided to the County Board. For your information and review, the 2003 and 2004 Problems Reports filed with MetCom are enclosed. MetCom Director Tony Cannon will be present to answer any questions that the Committee members may have concerning the Problem Reports.

The proposed Intergovernmental Agreement addresses the following major concerns of the City, the Town, the County and ETSB:

- (1) Provides for a three year transition period during which the City agrees to make payments in the amount of \$340,893.00 to MetCom in order to reduce the annual increase to the Town and the County;
- (2) Limits the increase in the annual ETSB contribution to MetCom to an amount that is less than one year's additional debt service payment on the MetCom building;
- (3) Permits the City to withdraw from MetCom as of December 31, 2005;
- (4) Provides that the Town and the County will support the City's request to ETSB to be a primary public safety answering point ("PSAP") for all E-911

land line calls originating within the corporate limits of the City, effective as of January 1, 2006.

- (5) Provides that the City will not seek any funding from ETSB until fiscal year 2009 (January 1 – December 31, 2009);
- (6) Provides that the City will serve as the “Back-up Center” for MetCom and MetCom will serve as the “Back-up Center” for the City;
- (7) Provides that the City and MetCom will meet all of the Illinois Commerce Commission requirements for receiving and dispatching E-911 calls;
- (8) Provides continued access by the Town and the County to the 800 MHz frequency on the Bloomington downtown tower for mobile data terminal transmission and communication at no cost;
- (9) Provides that certain start-up costs to be incurred by the City when establishing the City’s dispatch center will be paid by the ETSB;
- (10) Provides that the annual payments to MetCom may be adjusted during the three year transition period through negotiations among the parties in order to reflect the actual expenses to be incurred.

Absent approval of the proposed Intergovernmental Agreement, the County, the Town and ETSB will need to consider and address the following policy issues.

(1) ETSB will likely not reconsider the City’s request to be a primary PSAP for all E-911 land line calls originating within the corporate limits of the City. Therefore, MetCom will have to answer all E-911 land line calls originating within the corporate limits of the City. Once the E-911 call is answered, MetCom will need to either dispatch the appropriate emergency response unit or transfer the call to the City for dispatch. In either case, MetCom faces additional personnel expense to handle/manage the increased E-911 call volume. The option of transferring the E-911 call to the City for dispatch presents increased liability for MetCom in two areas: the time needed to transfer the call and the actual transfer procedure.

(2) The annual operating budget for MetCom will increase by approximately \$515,000.00 over the projected FY’2006 budget because of the additional personnel expense to handle/manage the increased E-911 call volume originating within the corporate limits of the City (Projected FY’2006 MetCom budget under Agreement - \$1,929,971.00 --- Projected FY’2006 MetCom budget without Agreement - \$2,444,441.00). This increased expense will be allocated to the Town and the County. From the County’s perspective, this increased MetCom expense will likely cause budget reductions in other County offices and departments.

The Honorable Chairman and Members of the Justice Committee
March 30, 2005
Page Four

(3) The proposed Intergovernmental Agreement offers a three-year transition period during which the County, the Town, and ETSB can stabilize their annual funding commitment to MetCom and establish the "back-up center" responsibilities between MetCom and the City. Should the proposed Intergovernmental Agreement be rejected, then the question that must be asked is: What is the alternative for the County and the Town?

Please be advised that the MetCom Operations Board and the ETSB unanimously approved the proposed Intergovernmental Agreement at a Special Joint meeting of both Boards on March 9, 2005. The City of Bloomington Council approved the proposed Intergovernmental Agreement on Monday, March 14, 2005. The Town of Normal Council approved the proposed Intergovernmental Agreement on Monday, March 21, 2005. The ETSB has deferred action on the vote to reconsider the City's request to be a primary public safety answering point ("PSAP") for all E-911 land line calls originating within the corporate limits of the City, effective as of January 1, 2006, until the April ETSB meeting.

Should you have any questions about the proposed Intergovernmental Agreement or if you need any additional information, please call either Sheriff Owens at 888-5034 or John Zeunik at 888-5110.

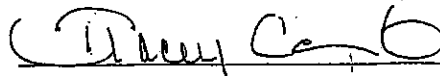
Thank you.

Entity	FY'2005 Adopted	FY'2006 Projected	% Increase	FY'2007 Projected	% Increase	FY'2008 Projected	% Increase	FY'2009 Projected	% Increase	FY'2010 Projected	% Increase	FY'2011 Projected	% Increase
Bloomington	\$710,454	\$173,678	-75.55%	\$116,505	-32.92%	\$50,710	-56.47%	\$0	-100.00%	\$0		\$0	
ETSB	\$702,289	\$702,289	0.00%	\$763,739	8.75%	\$830,566	8.75%	\$878,600	5.78%	\$871,700	-0.79%	\$915,285	5.00%
McLean County	\$458,520	\$498,641	8.75%	\$542,272	8.75%	\$589,720	8.75%	\$641,321	8.75%	\$697,436	8.75%	\$732,308	5.00%
Normal	\$510,587	\$555,263	8.75%	\$603,849	8.75%	\$656,686	8.75%	\$714,146	8.75%	\$776,633	8.75%	\$815,465	5.00%
TOTAL:	\$2,381,850	\$1,929,871		\$2,026,365	5.00%	\$2,127,883	5.00%	\$2,234,067	5.00%	\$2,345,770	5.00%	\$2,463,059	5.00%
Total Contribution Town, County, ETSB		\$1,756,193		\$1,909,860		\$2,076,972		\$2,234,067		\$2,345,770		\$2,463,059	
Difference between Total Contribution and Projected Budget		-\$173,678		-\$116,505		-\$50,710		\$0		\$0		\$0	

STATE OF ILLINOIS)
COUNTY OF McLEAN)
CITY OF BLOOMINGTON)

I, TRACEY COVERT, the duly appointed and qualified City Clerk of the City of Bloomington, Illinois do hereby certify that the foregoing is a perfect and complete copy of Resolution No. 2004 - 2, A Resolution Terminating the Membership of the City of Bloomington in the Metro McLean County Centralized Communications Center presented, passed and approved at a regular meeting of said City Council held on the 12th day of January, 2004, by an affirmative vote of the majority of all members then holding office, the vote having been taken by yeas and nays and entered on the record of the proceedings of said Council.

Witness my hand and the seal of the
said City this 12th day of January, 2005



Tracey Covert

City Clerk

RESOLUTION NUMBER ~~2003-~~___

**A RESOLUTION TERMINATING THE MEMBERSHIP OF
THE CITY OF BLOOMINGTON
IN THE METRO McLEAN COUNTY
CENTRALIZED COMMUNICATIONS CENTER**

Whereas, on December 19, 1994, the City of Bloomington approved an Intergovernmental Agreement creating the McLean County Centralized Communications Center, (hereafter referred to as "MetCom"); and

Whereas, said Intergovernmental Agreement has been amended from time to time, most recently on February 24, 1997; and

Whereas, Article IX of said Intergovernmental Agreement sets forth the manner in which a member of MetCom terminates its membership:

Such terminating member shall give written notice of its intent to terminate in the form of a certified copy of a Resolution passed by its governing authority to the other members of the Intergovernmental Agreement. A copy of the Resolution shall also be given to the Operational Board and the Executive Director of the Center;

and

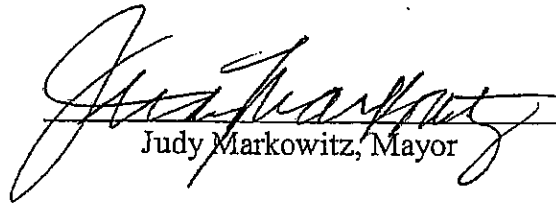
Whereas, the City Council of the City of Bloomington chooses to terminate its membership in MetCom under the terms and conditions of the Intergovernmental Agreement establishing MetCom as amended;

**BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF BLOOMINGTON, ILLINOIS:**

The City of Bloomington terminates its membership in the McLean County Centralized Communications Center pursuant to Article IX of the Intergovernmental Agreement establishing the McLean County Centralized Communications Center. The Mayor and City Clerk are authorized to sign this Resolution on behalf of the City and the City Clerk is authorized to send certified copies of this Resolution to the other members of the Intergovernmental Agreement, the Operational Board of the Center, and the Executive Director of the Center.

PASSED this 12th day of January, 2004.

APPROVED this 13th day of January, 2004.



Judy Markowitz, Mayor

ATTEST:



Tracey Covert, City Clerk

INTERGOVERNMENTAL AGREEMENT
CREATING THE METRO McLEAN COUNTY CENTRALIZED COMMUNICATIONS CENTER

ARTICLE I

PURPOSE

The METRO McLEAN COUNTY CENTRALIZED COMMUNICATION CENTER, hereinafter referred to as the "Center", is a cooperative venture voluntarily established by its members pursuant to Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. for the purpose of providing the means necessary and appropriate for the establishment, operation, and maintenance of a joint non-emergency police, fire, and other non-emergency services communication system for the mutual benefit of the members of the venture; supporting an Enhanced 9-1-1 emergency telephone system under the jurisdiction of the McLean County Emergency Telephone System Board; and providing the foregoing on a contract basis to other government units.

ARTICLE II

MEMBERSHIP

- A. The members of the Center shall be the County of McLean, hereinafter referred to as the "County"; the City of Bloomington, hereinafter referred to as the "City"; and the Town of Normal, hereinafter referred to as the "Town".
- B. Continued membership in the Center shall be contingent upon the payment by each member of an annual assessment and any additional fees that may be determined by the Operational Board, hereinafter created, consistent with the financing procedures set forth in Article VI hereunder.

ARTICLE III

OPERATIONAL BOARD

A. ESTABLISHMENT

There is hereby established an Operational Board which shall serve without compensation and without salary and consist of the County Administrator of the County, the Sheriff of the County, the City Manager of the City, the Police Chief of the

City, the City Manager of the Town, the Police Chief of the Town and one representative of rural McLean County Fire Protection Districts to be appointed annually by the County Board of the County at its regular February meeting.

B. POWERS

The Operational Board shall have the following powers and duties:

1. To create and amend the Center's By-Laws and to determine the general policy of the Center;
2. To have the responsibility of hiring an Executive Director;
3. To enter into contracts, including but not limited to contracts with the McLean County Emergency Telephone System Board and other government units for centralized communications, in the name of the Center subject to the approval of the members of this Intergovernmental Agreement;
4. To employ necessary personnel for:
 - a. the operation and maintenance of a system adequately designed to handle citizens' non-emergency calls for police, fire, and other services as well as the dispatch of the members' field units, subject to the provisions set forth in Article VII;
 - b. the support of the operation and maintenance of an Enhanced 9-1-1 emergency telephone system under the jurisdiction of the McLean County Emergency Telephone System Board, subject to the provisions set forth in Article VII;
5. To lease real property and to acquire, purchase, or lease personal property, including but not limited to equipment, machinery, furnishings and office supplies, subject to the approval of the members of this Intergovernmental Agreement;
6. To prepare an annual budget subject to the approval of the members of this Intergovernmental Agreement.
7. To have authority to create and appoint members to an Advisory Council. The operation of the Advisory Council will be conducted under the direction of the Operational Board. No action of the Advisory Council shall be binding on the Operational Board or the Center unless

approved by the Operational Board.

8. To submit to the members of the Center an annual report of its activities and the condition of all funds under its jurisdiction including an external audit prepared in accordance with generally accepted accounting practices.
9. To hold meetings in accordance with the Open Meetings Act and exercise all powers necessary and incidental to carrying out the provisions set forth in Article I of this Intergovernmental Agreement.

ARTICLE IV

THE EXECUTIVE DIRECTOR

A. THE EXECUTIVE DIRECTOR

1. The Executive Director shall be the administrative head of the Center and shall be directly responsible to the Operational Board for the administration of the Center.
 - a. The Executive Director shall be appointed by and serve at the pleasure of the Operational Board;
 - b. The Executive Director shall be chosen on the basis of administrative and executive qualifications with special reference to actual experience in or knowledge of accepted practice with respect to the duties of office set forth hereunder.
2. Any vacancy in the office of the Executive Director shall be filled as soon as possible after the effective date of such vacancy; and, in case of absence or disability of the Executive Director, the Operational Board may designate any other qualified employee of the Center or any other qualified employee of any member of this Intergovernmental Agreement to perform the duties of Executive Director during such absence or disability.
3. The Executive Director may be removed by the Operational Board by a majority vote of the entire Board.
4. The powers, duties and salary of the Executive Director shall be determined by the Operational Board.

ARTICLE V

BUDGET

- A. The fiscal year of the Center shall coincide with that of the County of McLean which is the calendar year.
- B. The Executive Director shall prepare a proposed annual budget for the Operational Board to consider. After the Operational Board has approved the annual budget, it shall be submitted to each member of this Intergovernmental Agreement for final approval by their respective Councils and Board.
- C. Upon approval of the annual budget by the members of this Intergovernmental Agreement, the Operational Board shall have the authority to fix cost-sharing charges for all of said members in an amount sufficient to provide the funds required by the current annual budget.
 1. Billing shall commence the 1st of the month commencing February 1st of each fiscal year of the Center. Each member shall pay its share of the billing no later than 30 days after receipt.
 2. All activities of the Center will be cost shared by the members of this Intergovernmental Agreement. Each members' proportionate annual share shall be based upon its population as determined by the most recent U.S. Census, except that the County's proportionate share shall be based upon the population of the County minus the populations of the City of Bloomington and the Town of Normal.
 3. Each member of this Intergovernmental Agreement shall take all required actions to authorize the funds necessary to meet its financing obligations.
 4. After the adoption of the annual budget by the Operational Board and its approval by the members herein, the Executive Director and the Operational Board shall make expenditures in accordance with such budget.
 - a. The Operational Board shall have the power to transfer funds within the total budget amount in accordance with the law to meet unanticipated needs or to meet changed situations.
 - b. Such action of the Operational Board shall be reported to the administration of each member of the Center.

ARTICLE VI

PERSONNEL

- A. All personnel employed by the Center shall be County employees subject to the supervision of the Operational Board.
- B. All personnel of the Center shall be appointed, evaluated, disciplined, promoted, demoted, and removed in accordance with the County's Personnel Policies and Procedures Ordinance unless the County and such personnel are parties to a collective bargaining agreement in which case said agreement is controlling unless otherwise provided by law.
- C. The Executive Director shall be the supervisor of all of the Center's employees.

ARTICLE VII

AUDIT

- A. The Operational Board shall call for an annual audit of the financial affairs of the Center to be made by a Certified Public Accountant at the end of each fiscal year in accordance with generally accepted accounting principles.
- B. An original copy of the annual audit report and accompanying management letter shall be delivered to each member of this Intergovernmental Agreement.

ARTICLE VIII

INDEMNIFICATION AND INSURANCE

- A. Each member of this Intergovernmental Agreement which is subject to a claim, of any nature, which arises as a consequence of the acts or omissions of such member's personnel in responding to, or providing emergency or non-emergency services pursuant to a dispatch via the Center (hereinafter "Claim") shall, at such member's sole expense, indemnify and hold harmless any other member, its officers, employees and agents from any cost, expense, attorney fees, judgment or liability of any nature when any other member is/are subject to the same Claim solely as a consequence of such other member being a member of this Center.

Additionally, in the event the Center and/or its Operational Board, Executive Director, officers, employees and agents are subject to a Claim of any nature which arises as a consequence of the acts or omissions of a member's personnel in responding to a dispatch by the Center, such member shall, at its sole expense, indemnify and hold harmless from any cost, expense, attorney fees, judgments or liability of any nature the Center and/or its Operational Board, Executive Director, officers, employees, and agents unless it is determined that the Operational Board, Executive Director, officers, employees and agents of the Center acted in a willful and wanton negligent manner in connection with dispatching the personnel of the member of this Intergovernmental Agreement.

- B. In the event that a member should file suit or an action against the Center, all representatives of that member shall be prohibited from attending any meetings or discussions or having access to the results of such meetings or discussions related to the defense of the suit or action. The member's representatives shall have no direct access to any written communication concerning the matter except by legal process; and no representatives of the member shall be allowed to vote on any issue related to the suit or action.
- C. The Center, through its Operational Board, is authorized to obtain insurance for but not limited to fire, casualty, tort and civil rights liability and public official's bond. Each member of this Intergovernmental Agreement shall pay 33 1/3% of the total cost of such insurance.

ARTICLE IX

TERMINATION AND DISSOLUTION

- A. Any member of this Intergovernmental Agreement may terminate its membership subject to the following provisions:
 - 1. Such terminating member shall give written notice of its intent to terminate in the form of a certified copy of a Resolution passed by its governing authority to the other members of this Intergovernmental Agreement. A copy of the Resolution shall also be given to the Operational Board and the Executive Director of the Center.
 - 2. If a member is in breach of this Intergovernmental Agreement after thirty (30) days written notice of such breach has been given to such breaching member by the Operational Board, such breach shall constitute de facto

notice of the breaching member's notice to terminate its membership.

3. Termination of a member shall also constitute termination of its representative to the Operational Board.
4. The terminating member shall forfeit any and all interest, right, or title to the Center's property and assets of any kind whatsoever.
5. The terminating member shall be liable for all costs incurred by the Center as a result of the member's termination which include, but is not necessarily limited to attorney fees, court costs and interest on late payment of obligations.

B. Upon any such notice of termination:

1. Termination shall not take effect for a period of one (1) year from the first day of the Center's fiscal year next following such notice.
2. Upon the effective date of termination, such terminating member shall continue to be responsible for:
 - a. One Hundred Percent (100%) of its pro rata share of any unpaid obligations to the date of termination;
 - b. One Hundred Percent (100%) of its pro rata share of any contractual or lease obligations of the Center which were incurred during the period of time it was a member;
 - c. For any contractual obligations it has separately signed with the Center.

C. Upon the adoption of an Ordinance by a majority of the participating members to dissolve this Intergovernmental Agreement and cooperative venture, the Center shall be terminated and dissolved in accordance with the following:

1. Upon such termination and dissolution, and payment of all debts, all individual files and documentation shall be distributed to the member which has jurisdiction over the subject matter of the file or documentation without charge.
2. The fixed assets of the Center shall be donated, without charge, to the McLean County Emergency Telephone System Board to be used solely for the operation and maintenance of an Enhanced 9-1-1 emergency telephone system.

3. All liabilities shall be paid by the members based upon each member's pro rata share provided in Article VI, Section C, 2.

ARTICLE X

AMENDMENTS

This Intergovernmental Agreement shall be binding upon all parties unless and until amended by agreement of all parties.

ARTICLE XI

SEVERABILITY

This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of the agreement, or any part hereof, shall not render the remainder of this agreement invalid or unenforceable.

ARTICLE XII

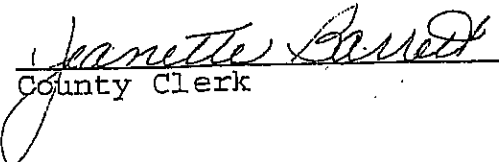
EFFECTIVE DATE

This Intergovernmental Agreement shall continue in full force and effect beginning the 10th day of March, 1997 until such time as it may be amended or revised by the same action that caused its adoption. The Intergovernmental Agreement entered into by the parties on January 17, 1995 and the Amended Intergovernmental Agreement entered into by the parties on September 17, 1996 are hereby repealed and replaced with this Agreement. The parties hereto agree that the foregoing constitutes all of the agreement among all of the parties and in witness whereof, the parties have affixed their respective signatures on the date indicated below.

COUNTY OF McLEAN,

ATTEST:


Chairman, McLean County Board


County Clerk

Dated 2-18-97

City of Bloomington,

Jose R. Arnold
Mayor

Dated 02/25/97

Town of Normal,

Kentia Karafan
President

Dated March 3, 1997

McLean County Sheriff,

[Signature]
Sheriff

Dated 3-10-97

ATTEST:

[Signature]
City Clerk

ATTEST:

[Signature]
Town Clerk

Below you will find CAD Totals for 2004. The first section is all calls for service (nothing self initiated). It will be 911 & non-emergency lines. The second section shows the 911 calls out of the total. The third section is wireless 911 calls. The fourth section is just self initiated activity. The last section lists the total CAD incidents for 2004. We received 26 problem reports. Assuming all are founded, which they are not, that would give Metcom and error rate of .018%.

911 & 5030

85,651	Total Calls
43,434	City of Bloomington (50.71%)
42,217	All Others(49.29%)

Out of the 85,651

30,999	Total 911 Calls
18,350	City of Bloomington 911 Calls (59.19%)
12,649	All Others 911 Calls(40.81%)

Out of the 30,999

10,925	Total Wireless Calls
6,399	City of Bloomington Wireless 911 Calls(58.57%)
4,526	All Others Wireless 911 Calls (41.43%)

Additional Activity

64,148	Self-Initiated Activities (i.e. Traffic Stops, Business Checks etc.)
20,313	City of Bloomington (31.66%)
43,835	All Others (68.34%)

Total CAD Incidents

149, 799

Problem Reports

	<u>2002</u>	<u>2003</u>	<u>2004</u>
Bellflower Police		1	
BFD	5	6	
Bloomington Township Fire		4	1
BPD	28	56	10
Carlock Fire	3	2	1
Colfax Fire	1		
Colfax Police			1
Cooksville Fire	2		
Dale Fire		1	1
Danvers Fire			1
Ellsworth Fire			1
Gridley EMS		2	
Heyworth Amubulance	1		
Randolph Township Fire	1		2
LeRoy Ambulance	9	8	1
LeRoy Police	4	1	
Lexington Ambulance		1	2
Lexington Police	1		
Lifeline	7		
MCSO	14	2	
NFD	9		3
NPD	19	9	1
Towanda Fire Department	7	2	1
TOTAL	111	95	26
Metcom		1	9
			1

2004 Problem Report Totals

Bloomington Police Department

Combination 1
Founded 7
Inconclusive 1
Unfounded 1

Bloomington Township Fire Department

Combination 1

Carlock Fire Department

Founded 1

Colfax Police Department

Founded 1

Dale Township Fire Protection District

Founded 1

Danvers Fire Department

Founded 1

Ellsworth Fire Protection District

Equipment 1

LeRoy Ambulance Service

Unfounded 1

Lexington Ambulance Service

Founded 2

MetCom

Founded 1

Normal Fire Department

Founded 3

Normal Police Department

Founded 2

Randolph Township Fire District

Founded 2

Towanda Fire Department

Founded 1

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Normal Fire Department		4204	1/21/2004	1/17/2004	16:40
CAD#:	Shift:	Location of Incident:			
	Second	1806 Truman			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Kerfoot	Buchanon	Closed	1/27/2003	Founded	
Nature Of Complaint:					
During a structure fire the TC was requested to page in an off duty shift. She paged them on the main frequency and upon speaking with the TC she seemed confused on how it should be done.					
Results:					
The TC got confused on what was being requested. In her 2 years of working this TC has never had to paged in an off duty shift for the city fire departments. She has since been refreshed in the procedure.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4417	2/3/2004	1/30/2004	21:41
CAD#:	Shift:	Location of Incident:			
n/a	Second	Veterans & Empire			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Mcgonigle/Newton	Wolf	Closed	2/4/2004	Founded	
Nature Of Complaint:					
On Friday, 01/30/04 at about 2200 hours, I asked Metcom for a locals check. I did not hear Metcom respond to my request. I asked Metcom 3 more times before a response was given. The length of time from the first request to when Metcom answered was approximately 2 minutes. Other officers heard my transmissions and were able to hear me clearly.					
Results:					
Founded. EQUIPMENT PROBLEM. There was a "data link failure" in the E.F. Johnson CRT Console System. This failure caused the Bloomington dispatcher's console to reset, which muted all channels. The dispatcher was unaware that the channels were muted for approximately 1 minute and 50 seconds. The failure corrected itself automatically and the console was fully operational again. Dispatcher discovered what occurred and re-selected channels, adjusted volumes, and answered units as appropriate.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Normal Police Department		3139	2/15/2004	2/13/2005	16:23
CAD#:	Shift:	Location of Incident:			
	Second	207 S. Linden St			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Smith	Gleason	Closed	2/17/2005	Founded	
Nature Of Complaint:					
Officer called out on a business check at one location and the TC entered him in CAD at a different location. The Officer was out 3 minutes before the error was corrected.					
Results:					
The Problem was addressed with the TC on the eve of the incident.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Towanda Fire Department		4305	2/18/2004	2/17/2004	14:50
CAD#:	Shift:	Location of Incident:			
NFF/2004-0598	First	1600 Fort Jesse			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Smock		Goldsberry	Closed	2/20/2004	Founded
Nature Of Complaint:					
Second time today the sirens weren't set off for a call					
Results:					
Call at 0935 upon request by TFD siren was activated. Second call at 1024 siren was actavited. Third call at 1450 siren was not activated.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4419	3/3/2004	3/2/2004	7:00
CAD#:	Shift:	Location of Incident:			
	First				
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Smith/Underwood		Buchanon	Closed	3/4/2004	Founded
Nature Of Complaint:					
TC refused to dispatch an Officer to a criminal damage because the owner of the vehicle was not present but the daughter being the primary driver was present. TC debated the issue with the PSR and still refused to dispatch an Officer. It wasn't until AC Moser called and advised the TC to send an Officer.					
Results:					
TC was in violation by not asking about suspect information before referring the caller to the front desk. TC assumed BPD would not take the report without the owner being present. Had the TC followed the SOP there would not have been a debate with the PSR. An Officer should have been sent.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
MetCom		04-0309	3/9/2004	3/9/2004	5:54
CAD#:	Shift:	Location of Incident:			
	Third	Mitsubishi Mtwy & Raab Rd			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Mundschenk & Riordan		Chief Mohr	Closed	3/10/2004	Founded
Nature Of Complaint:					
Carlock FD was paged twice to a MVA at Mitsubishi & Raab. After the 2nd page 3N55 went enroute. No fire personnel had responded and 3N55 was then asked if we should go ahead and page Danvers FD. 3N55 responded Yes. An unidentified fire unit advised "Carlock fire responding". Dispatch inquired of the units identifier and the responder unprofessionally and rude stated "I'll tell you if you get off the radio".					
Results:					
Chief Mohr responded to problem report via telephone 06/07/04. Advised the problem was handled internally.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Dale Township Fire Protection District		3829	3/26/2004	3/24/2004	21:00
CAD#:	Shift:	Location of Incident:			
DVF/2004-36	Second	1400North & Lara Trace Rd			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
AUSIL		Wilson	Closed	3/31/2004	Founded
Nature Of Complaint:					
Dale Township Fire Department not paged with Danvers Fire Department as dual response to an accident on 1400N&Lara Trace Rd.					
Results:					
Dale Township should have been paged along with Danvers Fire Department to the accident.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Normal Police Department		3134	4/14/2004	4/11/2004	20:56
CAD#:	Shift:	Location of Incident:			
2004-0017093	Second	902 S. Whiteoak			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Weir		Cannon	Closed	4/20/2004	Founded
Nature Of Complaint:					
NPD unit dispatched to a domestic dispute outside of their jurisdiction. BPD also responded and NPD officer was not aware.					
Results:					
GIS data is incorrect for White Oak Road. Breakdown in communication between NPD Dispatcher & BPD Dispatcher. GIS data is being corrected. Communication failure is being handled internally.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Normal Fire Department		4216	6/16/2004	6/11/2004	7:15
CAD#:	Shift:	Location of Incident:			
NFF/2004-000189	First	NPD			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Street		Cannon	Closed	6/16/2004	Founded
Nature Of Complaint:					
3N23 was called to 100 E. Phoenix, NPD, for a person that had fallen. 3N23 went in the front doors and was informed by the desk clerk that they were needed to be around back on the trail and that she had told the Metcom Operator that we were needed on the trail around back. Not in the Police Department.					
Results:					
This complaint is founded. Metcom was notified via radio transmission from NPD Officer 500. He advised that Rescue was needed at the North Door. The complaint indicates that the Front Desk PSR called this in. I spoke with the PSR that was working and she advised me that she did not call Metcom. Metcom call-taker failed enter the response location into CAD for dispatch.					
Appropriate action has been taken internally.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4415	6/18/2004	6/17/2004	7:10
CAD#:	Shift:	Location of Incident:			
	First	Linden/Virginia			
Reported By::		Person Assigned:	Status:	Agency Notified:	Findings:
Williamson		Goldsberry	Closed	6/18/2004	Founded
Nature Of Complaint:					
0720hrs Ofcr on TS requested Browns Towing and was told they had been called. Browns called Metcom at 0724 hrs. to get location and was told they were not needed. 0755hrs. Ofcr requested ETA and was informed at 0804 it would be another 10 minutes. 0812 hrs. Metcom Advised Browns had been sent to wong location. 0820 hrs Browns arrive for the Tow.					
Results:					
TC called Browns, received no answer and did not follow up with a 2nd phone call until Ofcer requested ETA. Browns was then called and given a wrong location. Browns called again and verified the location given and it was then determined the first location was wrong.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Township Fire Department		3806	7/2/2004	6/30/2004	5:50
CAD#:	Shift:	Location of Incident:			
BFF/2004-000393	Third	FS Farmtown			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Willan		Wolf	Closed	7/8/2004	Combination
Nature Of Complaint:					
Tractor Trailer on Fire at FS Farmtown. Incident in Bloomington Township Jurisdiction and Bloomington Fire Department Dispatched.					
Results:					
Combination. Call was initially input as the FS Faststop, 1513 Morrissey Dr, Bloomington, which is located in BFD's jurisdiction. Fire Dispatcher assigned the call prior to the address being corrected to FS Farmtown, 1808 Morrissey Dr, which is located in BTFD jurisdiction. The address was updated after BFD units were assigned, therefore dispatch did not notice the jurisdiction change. To further complicate, the CAD had the wrong LEA jurisdiction (BPD). Jurisdiction issue has been submitted for correction.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4421	7/27/2004	7/22/2004	22:26
CAD#:	Shift:	Location of Incident:			
2004-0038939	Second	47 Melissa Drive			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Goodman		Wilson	Closed	7/28/2004	Founded
Nature Of Complaint:					
<p>On 07-22-04 at approx 2230 hours. A51 and A11 were dispatched to 47 Melissa Dr on a call of shots fired. When A11 inquired with the TCM for the 10-20 of Melissa, he received no answer so he asked again, and again received no response from TCM. Finally A11 was told the 10-20 was West of Main and something about Veterans. A11 kept asking for the exact 10-20, again with no response, and finally A11 asked Metcom twice if the call was in Greenwood and got no response, once officers were on scene it was determined that a gun had been fired. A11's MDT kept getting calls for addresses that he had not been dispatched to and did not get the Melissa call till he was actually on scene. Initially A11 and the other officers believed the call on Melissa to be in Alexander or Grandview Estates. It was by monitoring radio traffic from other officers that it was determined the call was in Greenwood. Officers believe this was a serious call and not enough information was given out.</p>					
Results:					
<p>Officers were provided with exact location and cross streets along with west of Main and South of Veterans, but not advised it was in Greenwood TL PK. 7 additional officers responding to the call arrived on scene without asking where it was. Two requests for location of Melissa Drv. were made to Metcom by A11 with no response being heard on the dictaphone. Since BPD radio traffic has priority over dispatch it is unable to determine if the TC responded and went unheard due to heavy traffic involving the call.</p>					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4422	8/6/2004	7/30/2004	21:38
CAD#:	Shift:	Location of Incident:			
2004-40601	Second	408 E Washingotr			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
McKinney		Wilson	Closed	8/11/2004	Combination
Nature Of Complaint:					
<p>Officer McKinney was driving through Coachman parking lot and recognized a 10-99 subject. Ofc McKinney called out his location to Metcom but did not receive an answer, he again attempted several times to contact Metcom and received no answer. Sgt. Wikoff assisted Ofc. McKinney and he also attempted to contact Metcom with no response from the TCM. Ofc McKinney then contacted the Sgt's desk at post and Ofc Melton checked EJS for the subject McKinney was out on. Ofc Melton advised McKinney that according to EJS the subject was 10-99. At this time the TCM then came back on the radio. Ofc Mckinney verified the 10-29 information and was not given a hit tone and advised that it was a confirmed warrant out of McLean County.</p>					
Results:					
<p>In listening to the Dictaphone there is no dictaphone recording of Ofc Mckinney calling out that he is at the Coachman with a wanted person. His conversation with Ofc Melton is recorded. Sgt Wikoff calling out that Ofc McKinney is out with a wanted person is recorded. The TCM did acknowledge Sgt Wikoff and put them on a warrant attempt call at the Coachman. Officer Wamsley going enroute to assist Ofc McKinney is also recorded. Every time an officer called Metcom the TCM acknowledged and reflected the activity in the CAD. As far as if Ofc McKinney was on the right channel, or why the transmission did not come over the channel cannot be confirmed or denied. Ofc Mckinney did check locals over the radio after he had already verified the warrant with Ofc Melton, after Sgt Wikoff went out with him, after Ofc Wamsley advised he was enroute to Ofc McKinneys location and after Ofc McKinney advised he was 10-4. No Hit tone was given, TC felt after all the above no hit tone was needed to alert Ofc McKinney, and the other units the subject was wanted. Ofc McKinney and Ofc Melton had been talking about the warrant freely over the radio.</p>					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Randolph Township Fire District		4076	8/19/2004	8/17/2004	8:47
CAD#:	Shift:	Location of Incident:			
HYF/2004-000016	First	1625 E 700 North Rd			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Powell	Buchanon	Closed	8/20/2004	Founded	
Nature Of Complaint:					
Heyworth Ambulance was page out for a 10-50. Fire Department was not paged. Run cards not utilized.					
Results:					
The TC in haste to get the call out did not wait for the call to be upgraded with the correct level of response that would have recommended fire units along with the EMS. Handled internally with corrective action.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Randolph Township Fire District		4099	8/25/2004	8/22/2004	17:52
CAD#:	Shift:	Location of Incident:			
	Second	19897 Oakwood Drv (Downs FD)			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Powell	Buchanon	Closed	8/30/2004	Founded	
Nature Of Complaint:					
3 Fire Depts. were paged to a fire in Downs. No unit numbers or fire districts were announced. No one knew which fire district was being paged. Run plans not utilized.					
Results:					
The correct fire districts were announced (Downs Fire Dept, Bloomington Township & Heyworth Fire). A Downs unit acknowledge receipt of page and shortly after a 2nd Down unit inquired of whos district and was told it was theres.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Danvers Fire Department		3552	8/26/2004	8/21/2004	19:46
CAD#:	Shift:	Location of Incident:			
	Second	19340 N 150E			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
lemons	Buchanon	Closed	8/27/2004	Founded	
Nature Of Complaint:					
Metcom after receiving a complaint of a house on fire dispatched the call incorrectly. The wrong address was entered which caused the wrong department to be dispatched.					
Results:					
Upon receiving the 911 dump, the TC was given 3 choices to verify the location. The TC inadvertently clicked on the wrong address that recommended the incorrect department to respond. Corrective action taken to alleviate further mistakes of this nature.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Lexington Ambulance Service		4172	9/13/2004	8/30/2004	6:25
CAD#:	Shift:	Location of Incident:			
	Third	25091 N 2200 East Rd, Lexington			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Warnement	Wolf	Closed		Founded	
Nature Of Complaint:					
We were paged response to 2200 North 4X we we were trying to locate it on our map & the other number did not match up. One of our Lex EMTs was on scene in his private vehicle & called Metcom & gave them the corrected address. The dispatcher said on the air that 2300 East was the corrected address. We then were able to respond to the right address. Once before we were dispatched to the same road 2200N when it really was 2300 east. Metcom was advised of this problem.					
Results:					
Telecommunicator selected the wrong address in the Geo-locator section of the CAD. They selected 25091 E 2200 North RD, instead of 25091 N 2200 East RD. Telecommunicator has been advised to verify addresses and select the proper address in the Geo-locator.					
FOUNDED, Handled Internally					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Lexington Ambulance Service		4170	9/13/2004	8/31/2004	10:13
CAD#:	Shift:	Location of Incident:			
LXF2004-0000141	First	24650 E 2100north			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Birkenbell	Goldsberry	Closed	9/17/2004	Founded	
Nature Of Complaint:					
Responded to 24650 E 2100north Rd. Residence name was not known upon request however when it was provided checked the phone book and found the address should have been 24650 N 22100east Rd. After 24 minutes of travel time found the patient with chest pain.					
Results:					
Call Taker had switched the road direction and did not include the residence name in the Incidents Comments					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Normal Fire Department		4207	9/14/2004	9/8/2004	11:22
CAD#:	Shift:	Location of Incident:			
NFF/2004-2963	First	Shepard & Greenbriar			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Mohr	Wolf	Closed	9/23/2004	Founded	
Nature Of Complaint:					
Not so much a problem as a suggestion. At this scene we had three pts to remove from two heavily damaged vehicles. At the time the pts were removed a call was made to Metcom that all pts had been removed from the vehicles. I do this so that I can note it in my report to document when in the "golden hour" they were free and being prepared for transport. In this instance it was not a problem but in more serious situations it is important that this be noted in the CAD comments. Other times when noting benchmarks is important is during a fire when primary or secondary are complete or under control is given as well as loss stopped.					
Results:					
Founded. At 1142, Engine 13 advised that all victims were free from the vehicles. This information should have been logged in the CAD comments and it was not. Point well taken and the importance of properly logging information received from field units discussed with the TCs.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Ellsworth Fire Protection District		1758	9/17/2004	9/4/2004	11:54
CAD#:	Shift:	Location of Incident:			
ELF/2004-25	First	12518 N 2850E Rd			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Young		Wolf	Closed	9/23/2004	Equipment
Nature Of Complaint:					
Did not tone our pagers for call on 12518N 2850E Rd, but paged Ellsworth 192, EMCA, Lifeline. Lifeline also had same problem. Metcom said record shows they paged us but we did not hear tone.					
Results:					
Reviewed CAD Report and Dictaphone recorder of transmissions on the Arrowsmith Tower (154.190). Tones were sent out for all pages related to this incident. It appears the proper units were dispatched according to the response plan. TC should have verbalized "Ellsworth First Responders." Report will be ruled as equipment. Please contact Metcom as soon as convenient to do a series of test pages. Report results of test pages to a Metcom Supervisor. Any further problems with paging report immediately.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Carlock Fire Department		4225	9/23/2004	9/10/2004	18:26
CAD#:	Shift:	Location of Incident:			
DVF/2004-115	Second	I-74 MP 124			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Mohr		Wolf	Closed	4/30/2004	Founded
Nature Of Complaint:					
Call was for car fire on I-74 at 124 Mile Post. Danvers Fire was paged initially. Carlock Fire covers I-74. 1st concern is 1 min 36 second delay in initial dispatch (time from call taking complete to 1st assigned). Second is not dispatching proper department. Third concern is the delay in dispatching Carlock once requested to do so. It appears this also was at least a 5 minute delay. Putting all time together, delays in dispatching the appropriate agency was nearly 10 minutes. This is unacceptable. I appreciate your attention to this matter. GM					
Results:					
Founded. The call should have been paged as soon as it went into the waiting queue. The delay is a valid concern and will be addressed. As far as paging the wrong agency, this problem was CAD related. The CAD indicated that I-74 MP 124 was Danvers FPD. That is incorrect and has been addressed. Finally, Carlock was not paged in a timely manner, once the request to do so was made. This is still a problem though, and will be addressed internally.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		3061	11/30/2004	11/24/2004	10:40
CAD#:	Shift:	Location of Incident:			
	First	BPD / Metcom			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Pelo		Gleason	Closed	12/8/2004	Inconclusive
Nature Of Complaint:					
Stolen veh. Rept. Taken at BPD was not entered into LEADS before being recovered.					
Results:					
Metcom never received a faxed copy of the report. According to the policy set by BPD the reports will be faxed to the BC for entry. When the Ofcr enters his report into EJS he call the BC for his LEADS number. It was determined upon recovery of the veh. There was no LEADS number because the report was never faxed to the BC.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		3062	11/30/2004	11/26/2004	17:00
CAD#:	Shift:	Location of Incident:			
	Second	Bloomington			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Scott	Buchanon	Closed	12/9/2004	Founded	
Nature Of Complaint:					
Officers attempting to contact Metcom with no response. Sgt was told the BPD TC had left the room and turned up wrong channel.					
Results:					
TC working BPD radio stepped out for a toilet break. TC working phones clicked on BFD channel by mistake when switching channels. (Human Error) Lapse time 51 seconds before error was corrected. TC was advised of this error.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		3063	11/30/2004	11/20/2004	
CAD#:	Shift:	Location of Incident:			
	Second	BPD Front Desk			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Albert	Goldsberry	Closed	12/9/2004	Unfounded	
Nature Of Complaint:					
A home theatre system one of several items taken in a burglary was entered into LEADS 2 days after it was faxed to the BC. TC did not enter it because they did not know what it was or how to enter it into LEADS.					
Results:					
Report faxed to BC with no description of the home theatre system. TC contacted the BPD front Desk for more information from the Officer on 2 separate occasions and was informed the Officer was on his days. A msg was left for him to contact the BC on his return. Upon his return, he contacted the BC explained the item and it was entered.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Coffax Police Department		3201	12/9/2004	12/3/2004	18:30
CAD#:	Shift:	Location of Incident:			
	Second				
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Cooper	Buchanon	Closed	12/9/2004	Founded	
Nature Of Complaint:					
Officer requested on 12/03 that 10-28, 10-27, & CQH information regarding a suspicious veh. Is faxed to him. As of 12/9 at 1000 hrs the information has not been received.					
Results:					
Information was requested by the Officer, but unable to determine if the information was truly faxed but never received or if there was a fax error. Officer requesting information never followed up to find out if the information had been faxed.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		3064	12/13/2004	12/10/2004	22:03
CAD#:	Shift:	Location of Incident:			
2004-0023700	Power	Washington/Caroline			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Newton		Gleason	Closed	12/14/2004	Founded
Nature Of Complaint:					
Sgt Newton heard Co deputies responding to a call in the area of Washington/Caroline (but didn't know for what) go over County's frequency & Sgt. Smith (in a separate squad) heard the same call go over NPD's frequency. Sgt. Smith had to ask pro-active dispatch what was going on & by that time the delay was about 5 minutes. Too long of a time lapse & they had 2 cars on the west side at the time but didn't have the info on the call.					
Results:					
Pro-Active dispatcher took original 911 call from victim & req'd someone take over her radio (due to info gathering). Calltaker took over pro-active dispatch. Mis-communication between the 2 as neither one knew that the other had NOT given the call to the pro-active guys. After reviewing the initial call & radio traffic; there was a 6 minute delay from the time the call was given to County deputies until the Pro-Active officer requested the information on his channel. Both T/C's were made aware of the over-sight.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4420	12/22/2004	12/17/2004	16:08
CAD#:	Shift:	Location of Incident:			
	Second	Howard / Washington			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Sutherland		Buchanon	Closed	1/4/2005	Founded
Nature Of Complaint:					
Officer ran a 10-28 on a veh he believed was stolen and the TC advised it was clear. Officer asked TC to double check and the TC responded with Oh yeah, it is reported stolen. The driver of the vehicle fled the stop and was apprehended a short time later.					
Results:					
The TC did not review the complete response from LEADS before relaying inaccurate information to the Officer.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
LeRoy Ambulance Service		3640	12/23/2004	12/18/2004	15:17
CAD#:	Shift:	Location of Incident:			
	Second	303 E. Vine			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Rafferty		Gleason	Closed	12/29/2004	Unfounded
Nature Of Complaint:					
Male caller complained the TC kept him on phone for extended amount of when his dad was having abdominal pains and he was upset when the TC asked if his dad had insurance.					
Results:					
Call picked up at Metcom at 1516:30 and was completed at 1518:09. Total time 1minute 39 seconds. After reviewing the audio of the call, at no time did the TC mention insurance. The caller was argumentive when asked the protocol questions.					

2003 Problem Report Totals

Bellflower Police Department

Unfounded 1

Bloomington Fire Department

Founded 4

Unfounded 2

Bloomington Police Department

Combination 8

Founded 24

returned 1

Unfounded 23

Bloomington Township Fire Department

Equipment 3

Founded 1

Carlock Fire Department

Combination 1

Unfounded 1

Dale Township Fire Protection District

Founded 1

Gridley EMS

Founded 2

LeRoy Ambulance Service

combination 1

Equipment 2

Founded 2

Unfounded 3

LeRoy Police Department

Unfounded 1

Lexington Ambulance Service

Unfounded 1

McLean County Sheriff's Office

Founded 2

MetCom

Founded 7

Referred to BPD 1

Unfounded 1

Normal Police Department

Founded 7

Unfounded 2

Towanda Fire Department

Founded 2

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Fire Department		3751	1/3/2003	12/31/2002	14:25
CAD#:	Shift:	Location of Incident:			
BFF/2002-000601	First	215 E Douglas			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Hockensmith	Wilson	Closed		Founded	
Nature Of Complaint:					
Bloomington Fire Department dispatched to 215 E Douglas Street for a smoke detector alarm. There was a second call received by Metcom reporting smoke. The information was not relayed to the Bloomington Fire Department so they could request additional resources and or coordinate a pre-attack or rescue with resources already enroute.					
Results:					
In review of the dictaphone recording it was found the Dispatcher for the Bloomington Fire Department failed to relay important information to BFD responding units. Matter handled internally					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4344	1/6/2003	12/28/2002	18:11
CAD#:	Shift:	Location of Incident:			
BPD/2002-005321	Second	Hat World Eastland Mall			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Albert	Wilson	Closed		Founded	
Nature Of Complaint:					
Officers sent to Eastland Mall reference an armed subject at the mall. Officers were not given information as to direction of travel in the mall or any suspect information.					
Results:					
The call taker obtained as much information as he could from the caller. The dispatcher relayed the description of the suspects but did fail in relaying the direction of travel to the officers responding.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Fire Department		3752	1/6/2003	1/5/2003	13:45
CAD#:	Shift:	Location of Incident:			
BFF/2003-000008	Second	210 Hampton Drive			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Brown	Goldsberry	Closed		Unfounded	
Nature Of Complaint:					
Engine 3 was dispatched to 210 Hampton Drive (run#79) We were unavailable due to being busy on a prior call. Engine 3 did not acknowledge that we were responding, Metcom was not listening for all units responding to acknowledge.					
Results:					
E-3 was on a call. The CAD recommendation for dispatch did not include E-3. BFD headquarters attempted to assign E-3 to the call.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Fire Department		3754	1/6/2003	1/5/2003	12:32
CAD#:	Shift:	Location of Incident:			
BFF/2003-000008	1	814 Jersey, Normal			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Teutsch	Cannon	Closed	1/7/2003	Founded	
Nature Of Complaint:					
CAD verified address in BFD Jurisdiction and assigned a BFD Case Number. BFD was not dispatched. TC caught error and corrected prior to dispatch. The CAD assigned number already for BFD.					
Results:					
CAD Problem. Jurisdiction was corrected for initial assignment.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Township Fire Department		3801	1/6/2003	12/30/2002	18:58
CAD#:	Shift:	Location of Incident:			
BTF/2002-000015	Second	17033N 975 East Road			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
William, Tommy	Wilson	Closed		Founded	
Nature Of Complaint:					
Dispatched as smoke in residence, BTFD Chief acknowledged page on 2nd page and requested tanker and manpower from Randolph Township Fire Department and a Rit team from Dows Community Fire Department. After second request to Metcom with no answer, asked E51 to ask for the mutual aid, request was not completed until BTFD Chief made a cell phone call to Metcom on 888-5030 number a lapsed time of 5 minutes. On request for incident times was advised that call was received at 18:58, BTFD was not paged until 19:04 a lapsed time of 6 minutes. Actual call was at 17033n 975 East road.					
Results:					
The caller gave an incorrect location for the call. The call taker failed in using landmarks, driving directions, and picking up on key words or phrases by the caller to obtain a correct location. The call held for too long, both departments should have been dispatched to both locations in order to cut down response time. Handled internally.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4333	1/6/2003	12/28/2002	13:06
CAD#:	Shift:	Location of Incident:			
bpd/2002-005318	Second	National City Bank 1332 E Empire			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Jones	Wilson	Closed		Unfounded	
Nature Of Complaint:					
Call given to officers as alarm - should have been an extra patrol due to alarm company calling to advise Metcom the alarm was not operating and requested extra patrol					
Results:					
The call was transferred from Bloomington Police front desk to Metcom because the alarm company was reporting an alarm. The alarm company was receiving a "failure-to-close" alarm and per their policy that is treated as a burglar alarm. Call was taken and entered as a burglar alarm. The alarm company stated it could mean the alarm was not working and they would need extra patrol until they could get the alarm fixed. The alarm company was receiving an alarm on the premise, call was taken and dispatched according to proper procedure.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4343	1/6/2003	12/28/2002	18:54
CAD#:	Shift:	Location of Incident:			
BPD/2002-005321	Second	Dennys 701 S Eldorado			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Albert	Wilson	Closed		Founded	
Nature Of Complaint:					
Officers sent to Armed Subject/Fight call and were given only that both subjects were still inside and one threatened the other with a gun. Officers were given no suspect information and officers asked Metcom to call back to get further information.					
Results:					
The call taker did not ask the caller to describe either one of the suspects in the restaurant. The caller stated they were both white males on opposite sides of the restaurant and the call taker did not ask for any descriptive details. Handled internally.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4341	1/6/2003	12/21/2002	21:00
CAD#:	Shift:	Location of Incident:			
BPD 2002-005222	Second	Empire Street and Veterans Parkway			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Wilson, Randy	Wilson	Closed		Founded	
Nature Of Complaint:					
After arriving at a motor vehicle crash involving a BPD squad car, Off Wamsley requested BFD Rescue be dispatched to the scene to check out a 20 yof in the other vehicle, even tho she stated she was not injured. A few minutes later Off Matthenson requested BFD Rescue come to Todd & Gettysburg to treat a seizure victim he had earlier arrested. A few minutes later, Off Wamsley asked Metcom the eta of Rescue, and was advised by the TCM (Pat) that Rescue had not been requested at his (Wamsleys) location, but that he (TCM Pat) would notify them now.					
Results:					
Two rescue requests were made (Veterans&Empire and 1100 Gettysburg) with both requests being acknowledged by the Bloomington Dispatcher. Only one rescue request was entered and dispatched (1100 Gettysburg). The ambulance for Veterans&Empire was dispatched after a second request was made by the officer. Handled internally					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
MetCom		2003-0002	1/25/2003	1/25/2003	16:17
CAD#:	Shift:	Location of Incident:			
BFF/2003-000051	Second	OAKLAND&HANNAH			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
BAETENS	Wilson	Closed		Founded	
Nature Of Complaint:					
BFD Rescue paged to an accident unknown injuries at Oakland&Hannah. BFD assigned a non-CAD recommended unit. BFD then without advising Metcom sent another ambulance to the call.					
Results:					
Capt Rob Coleman of the BFD aware of the incident and is aware the complaint is founded. BFD dispatched wrong unit to the call then did not advise Metcom of any changes. Report Founded. Capt Rob Coleman will handle internally.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
McLean County Sheriff's Office		3022	2/18/2003	2/15/2003	13:53
CAD#:	Shift:	Location of Incident:			
	First	3424 Euclyptus St			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Lynn	Goldsberry	Closed	3/5/2003	Founded	
Nature Of Complaint:					
Deputies dispatched to OD call. Request info from BC and was told Metcom did not provide that information. Requested further information from BC TC and was told Metcom did not have the subject on the line. Ofcr heard Metcom on EMS channel state they still had caller on the line. Why was BC TC unable or unwilling to get requested information on the call.					
Results:					
Complaint valid and tied to other complaints on same day. TC to receive remedial training.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
McLean County Sheriff's Office		3029	2/18/2003	2/15/2003	14:15
CAD#:	Shift:	Location of Incident:			
	First	Rt150 / Brigham School Rd			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
lynn	Goldsberry	Closed	3/5/2003	Founded	
Nature Of Complaint:					
Firefighter requested Police assistance for a 10-46 and upon arrival on scene the FD was not there. The Deputy requested their Dispatcher to find out where the Firefighter was and the TC stated Metcom is not talking to her anymore and therefore never got the information to pass on to the Deputy.					
Results:					
This complaint tied in with other complaints on this day, w/same TC. The TC involved to receive remedial training.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		3070	3/20/2003	2/28/2003	15:00
CAD#:	Shift:	Location of Incident:			
	Second	1400 W. Walnut			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Goodman	Wilson	Closed	3/30/2003	Combination	
Nature Of Complaint:					
Officer sent out of his area when area cars were available. Ofcr requested EJS cks on 2 subjs and was told by TC one was clear contacts and the other subj had one arrest. Officer later ckd EJS and found subj told to be clear had several involvements - one for fighting with police.					
Results:					
Ofcr was sent out of his area. CAD down at time, unable to determine if area cars were available. Other details of complaint addressed by Director Cannon and Lt Mosier.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4350	3/20/2003	3/6/2003	
CAD#:	Shift:	Location of Incident:			
	Third	East / Douglas			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Klepec	Wolf	Closed	3/21/2003	Unfounded	
Nature Of Complaint:					
Pro-Active Unit initiated traffic on channel 1 involving a 10-32. A few seconds later the Pro-Active unit on channel 2 advised 10-4 secure. The 3rd shift officers were not advised of this transmission, therefore continuing to hurry across town in inclement weather.					
Results:					
BPD Patrol Officers did not use correct procedure when assisting ProActive units. They were on the wrong channel (BPD chan1) Had they been on the ProActive Channel they would have copied direct that the incident was secure.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		3053	3/20/2003	3/3/2003	1:30
CAD#:	Shift:	Location of Incident:			
	Third	East / Douglas			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Walcott	Wolf	Closed	3/21/2003	Founded	
Nature Of Complaint:					
Officer on a traffic stop requested Browns Towing. After waiting 20 minutes was informed by TC that Browns was never contacted.					
Results:					
Radio transmission very poor. Unk if TC understood transmission or forgot. TC did acknowledge w/10-4. Incident reviewed with TC, appropriate action taken.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4345	3/21/2003	3/6/2003	1:35
CAD#:	Shift:	Location of Incident:			
	Third	601 S Madison			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Underwood	Wolf	Closed	3/29/2003	Unfounded	
Nature Of Complaint:					
Officer VanHovlen spoke with a battery victim at post and called Metcom to have another officer go to 601 S Madison to speak to the suspect. Officer explained to the TCM what he needed, and ask for the other unit to obtain information from the suspect. Metcom TCM sent Office Day to 601 S Madison saying only, that he was to speak to the subject for a domestic dispute, that parties were seperated and to contact the front desk of BPD for further information. Officer VanHovlen had asked the TCM to advise the officers to get the suspects side of the story involving the battery - This information was not given to Officer Day he was told to contact the front desk for further information.					
Results:					
Complaint unfounded. Officer was dispatched to the correct address, with the following information: 10-16 Parties Separated, need to speak to John Hudson to get his side of the story, any further questions contact BPD Front Desk. Officer acknowledged dispatch, arrived on scene, responded 10-04 on status check, ran 10-29 on male, and cleared scene with no report. Officer did not inquire with Metcom or the front desk for any further details about the call. Officer did not speak to the Front Desk until 0311 hours, almost an hour after clearing the scene. Also, after the officer was dispatched and while the officer was on scene, the Front Desk did not attempt to contact him with any further information.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Gridley EMS		3575	3/31/2003	3/27/2003	19:10
CAD#:	Shift:	Location of Incident:			
	Second	308 E. 7th ST Gridley			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Malcome	Wilson	Closed	4/2/2003	Founded	
Nature Of Complaint:					
EMS sent to wrong location. Dispatched to 308 W. 7th ST and it should have been 308 E. 7th St.					
Results:					
TC paged out to the wrong location. Incident handled internally.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Gridley EMS		3576	3/31/2003	3/29/2003	19:10
CAD#:	Shift:	Location of Incident:			
GRF/2003-00004	Second	308 East 7th Street Gridley			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Malcome		Wilson	Closed	4/2/2003	Founded
Nature Of Complaint:					
Ambulance paged to 308 W 7th Street when address was actually 308 E 7th Street Gridley.					
Results:					
Founded. Ambulance paged to wrong address. Handled internally.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Normal Police Department		3116	4/1/2003	3/31/2003	9:10
CAD#:	Shift:	Location of Incident:			
	First	Division / Mason			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Wolters		Goldsberry	Closed	4/2/2003	Founded
Nature Of Complaint:					
Ofcr on traffic ran 10-27 and was told subj was clear and valid. Ofcer requested EJS check and TC initiated Hit tone for wanted subj. Ofcr inquired if 10-29 information returned w/10-27 and was told by TC there was a delay in the 29 information returning.					
Results:					
Investigation revealed subj was wanted in LEADS and there was no delay of the information being returned. LEADS time stamp revealed all the information returned at the same time. TC disciplined according to Metcom policy.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4346	4/1/2003	3/18/2003	
CAD#:	Shift:	Location of Incident:			
	First	Browns Towing Service			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Martin		Buchanon	Closed	4/2/2003	Unfounded
Nature Of Complaint:					
Browns towed a vehicle on 3/18/03 then advised Metcom. 3/25/03 Ofcr Martin discovered the vehicle was stolen our to Wisconsin. Metcom did not run the 10-28 causing a delay of this being handled more timely.					
Results:					
According to Towed Vehicle Policy It is the responsibility of the towing agency to contact Metcom and the police agency in the jurisdiction of where the vehicle is being towed from. Metcom logs the plate in the event someone calls to report the vehicle stolen. Each police agency upon receipt from the towing agency runs the vehicle registration..					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
LeRoy Ambulance Service		3628	4/2/2003	3/27/2003	7:30
CAD#:	Shift:	Location of Incident:			
DNF/2003-000004	First	305 S. Lincoln, Downs			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Rafferty	Wolf	Closed	4/3/2003	combination	
Nature Of Complaint:					
Incident # 2 03/30/03 0845 110 S. Lincoln, Downs (DNF/2003-0000044) Downs 1st Responders & Lifeline dispatched to listed Downs addresses. 1st incident, estimated 4-5 minute delay before dispatching LeRoy - (difficulty breathing-small child). 2nd incident-not dispatched at all until crew member called via phone to have LeRoy dispatched, estimated 8+ minutes delay (Asthma). Both calls in LeRoy district.					
Results:					
Incident # 1, 305 S. Lincoln, UNFOUNDED. Downs First Responders paged at 07:30:02. LeRoy Ambulance Service paged at 07:31:04. LeRoy Ambulance Service acknowledged page at 07:33:39. No delay or error in dispatch.					
Incident # 2, 110 S. Lincoln, FOUNDED. LeRoy Ambulance Service was not paged until a crew member inquired. 5 minute 54 second delay. Incident to be handled internally.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bellflower Police Department		4351	4/4/2003	4/3/2003	17:27
CAD#:	Shift:	Location of Incident:			
	Second	924 W. Front #4			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Ficek	Wilson	Closed	4/9/2003	Unfounded	
Nature Of Complaint:					
Ofcs sent to wrong location of Burglary in Progress and it was not. Ofcs later advised caller not on scene and had been gone about 15 minutes.					
Results:					
TC dispatched based on information provided by the caller which was incorrect. Wrong location given and TC was told that someone was in the Apt and no one should be. Caller advised that she was calling from her cell phone.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4354	4/8/2003	4/7/2003	19:29
CAD#:	Shift:	Location of Incident:			
	Second	Ponds parking lot			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
McKinney	Wilson	Closed	4/9/2003	Founded	
Nature Of Complaint:					
10-16 physical and parties not separated. Call held for 1 hour.					
Results:					
Call-taker entered wrong call type for dispatch which lowered the priority of the response. Activity level does not reflect a reason of why call held for 51 minutes.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4353	4/8/2003	4/7/2003	17:30
CAD#:	Shift:	Location of Incident:			
	Second	1009 N Evans			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Smallwood		Wilson	Closed	4/9/2003	Founded
Nature Of Complaint:					
Call received at Metcom to dispatch Ofcr to BPD lobby to escort location for a stand-by property removal. Officer was dispatched to stand-by location instead of BPD. Ofcr waited at location 21 minutes before clearing call and was then told by Metcom the caller was enroute. The Ofcr. Located caller walking to the stand-by location.					
Results:					
BPD CSO clearly stated to Metcom where the Ofcr was to be dispatched. TC dispatched to wrong location. Incident being handled internally.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4352	4/8/2003	4/5/2003	9:00
CAD#:	Shift:	Location of Incident:			
	1	517 W. Grove			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Blain		Cannon	Closed	4/9/2003	Unfounded
Nature Of Complaint:					
Runaway Report taken. Two days later, Officer contacted caller and found that Runaway returned 15 minutes after time of report. Officer indicates that Caller told him that Rose Buchanon was made aware of the return. Complaint is Rose Buchanon failed to notify BPD.					
Results:					
Rose advises that when she spoke with the caller she was told that BPD Front Desk had already been notified. Caller advises that she spoke with a male at BPD front desk when the runaway returned.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Normal Police Department		3117	4/15/2003	4/14/2003	7:55
CAD#:	Shift:	Location of Incident:			
	First	Burger King			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Stephens		Buchanon	Closed	4/15/2003	Founded
Nature Of Complaint:					
Ofcrs dispatched to a fight call at Burger King 1617 N. Main St. After arriving the Manager informed Ofcrs the fight was at the Burger King on South Main.					
Results:					
Call-taker failed to click on correct/address in CAD , resulting in wrong location being forwarded for dispatch. Incident handled internally.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
LeRoy Ambulance Service		3629	4/15/2003	4/13/2003	11:54
CAD#:	Shift:	Location of Incident:			
DNF/2003-000005	First	8605 N 2400East Rd			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Rafferty		Wilson	Closed	4/16/2003	Founded
Nature Of Complaint:					
Downs 1st Responders & Lifeline paged for male pt with burns from explosion to above location. LeRoy's ambulance district - not paged out for 10 minutes. (Even if it wasn't our district, possibly, we should have been paged anyway since LifeLine wasn't initially available) I believe this is also in LeRoy's Fire district - they weren't paged.					
Results:					
Complaint founded. The address of 8605 N 2400East Rd verifies as in Downs Fire 1st Responders and Lifeline ambulance district. Response plan has already been changed.					
This was a medical call and no need for LeRoy Fire do have been paged. They do not have 1st Responders.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Fire Department		3755	4/16/2003	4/14/2003	18:51
CAD#:	Shift:	Location of Incident:			
	Second	1820 W. Olive			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Chambers		Buchanon	Closed	4/29/2003	Founded
Nature Of Complaint:					
Call received for 1820 W. Olive and dispatched as 1820 E. Olive. Changed after 3N17 requested address check. CAD shows an 18 min response time for Delta Call.					
Results:					
1. Because TC second guessed herself and got confused when Cell tower location dumped into the CAD the incorrect address direction was dispatched causing a 16 min. 21 second delay in units arriving on a Delta level response.					
2. Memo issued to all TCs re: entering times for all units dispatched, arriving on scene, transporting and clearing calls with no delays and the importance thereof.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4357	4/18/2003	4/14/2003	
CAD#:	Shift:	Location of Incident:			
	Second	general			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Albert		Wilson	Closed	4/21/2003	combination
Nature Of Complaint:					
<ol style="list-style-type: none"> 1. TC unable to provide Ofcr w/location of Burg. Alarm. 2. TC did not get location of caller or call back number on a armed subject. 3. Ofcr. called off an armed subj call to responde to a 10-10 verbal. 					
Results:					
<ol style="list-style-type: none"> 1. TC dispatched units based on information provided by the caller. Alarm company an address and a zone. 2. TC did not get Caller information on a armed subject. 3. Officer Albert was neither of the 2 units initaly dispatched to the armed subj. call. He advised he would be responding also. Based on the temperament of the 10-10 Officer Albert was re-directed to the 10-10. 					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
MetCom		03-0418	4/18/2003	4/17/2003	14:14
CAD#:	Shift:	Location of Incident:			
	First	ISU Dispatch Williams Hall			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Goldsberry		Goldsberry	Closed	4/24/2003	Unfounded
Nature Of Complaint:					
ISU Dispatcher, Pam Dunlap, when informed have additional EMS questions became abrasive to call taker as no need to these questions which created an over response of EMS services. Utilized NFD radio channel with no knowledge of which EMS unit responding to provide correct location information.					
Results:					
Incident resolved internally.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4356	4/18/2003	4/9/2003	19:43
CAD#:	Shift:	Location of Incident:			
	Second	1605 S. Morrissey			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Goodman		Wilson	Closed	4/21/2003	Unfounded
Nature Of Complaint:					
Officer requested local ck on subj and was advised subj was clear. Subj advised Ofcr of their CQH. Officer also found that subj had several involvements with police.					
Results:					
<p>Locals Check - Ejs check for warrants</p> <p>CQH - Criminal History</p> <p>Prior Contact - A check in EJS for contact a subj would've previously had with any police agency in McLean County.</p> <p>The Ofcr was given the information that was requested.</p>					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4365	4/18/2003	4/17/2003	11:57
CAD#:	Shift:	Location of Incident:			
	First	Hinshaw / locust			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
KR Wilson	Goldsberry	Closed	4/21/2003	Founded	
Nature Of Complaint:					
TC activated wrong alert tone.					
Results:					
Wrong alert tone was activated.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
LeRoy Police Department		3356	4/26/2003	4/25/2003	2:00
CAD#:	Shift:	Location of Incident:			
200304576	Third	205 Mockingbird Ln, Leroy			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Moreland	Buchanon	Closed	5/5/2003	Unfounded	
Nature Of Complaint:					
Ofcr dispatched to check well being of female at 205 Mockingbird. Metcom called the residence without being asked. Ofcer felt these actions could have place him in a dangerous situation. Ofcr later advised by TC the 10-17 was the boyfriend of the person he was cking the well being of and he wanted it kept quiet so her husband did not find out. Her husband was home and this could have been very useful knowledge.					
Results:					
Based on the limited information provided by the caller the TC did a good job finding an address for the party to be checked on. The TC did not place the Ofcr in any danger. It is a good TC that gets as much information as possible to pass on to Ofcrs. . Had the TC not gone that extra step the Ofcr. Would've had less than basic information prior to his arrival.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4362	4/30/2003	4/25/2003	
CAD#:	Shift:	Location of Incident:			
	Second	Bloomington			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Albert	Wolf	Closed	4/2/2003	Unfounded	
Nature Of Complaint:					
3 different incidents Armed Subject - given out as 10-43 Blm Units - no one dispatched to area.					
1st Traffic Stop - Center/Fillmore 2nd Traffic Stop - Center/Graham					
Results:					
All founded. Armed Subject Incident. TC failed to use proper Alert Tone Procedure. TC failed to dispatch area unit and closest available back up unit. Incident to be addressed internally. Traffic stops. (failed to give proper information from LEADS.) TC was in err, TC thought officers were running activity via MDT and that TC no longer had to run inquires unless requested to do so. Incident handled internally on the night it occurred by the on-duty supervisor.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4361	4/30/2003	4/29/2003	10:53
CAD#:	Shift:	Location of Incident:			
	First	Northtown RD 1 mile W of I39			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Katz		Buchanon	Closed	5/8/2003	Founded
Nature Of Complaint:					
<p>TC failed to dispatch NPD Officer to attempt to locate poss suicidal subject with her kids. Ofcr requested RSQ to the Fire after being advised there was an explosion and parties were injured. TC acknowledged they would be sent, but there was a delay.</p> <p>Where was supervisor to have heard but never assisted this new TC.</p>					
Results:					
Each concern is being addressed individually with the TC involved in this incident to reduce the possibility of an error of this magnitude re-occurring.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4360	4/30/2003	4/19/2003	7:13
CAD#:	Shift:	Location of Incident:			
	First	100 W. Front, Bloomington			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Blain		Wolf	Closed	4/2/2003	Unfounded
Nature Of Complaint:					
<p>Ofc sent to call for a vehicle parked in city bus loading zone. At 0805 hrs ofc asked TCM to send Brown's to his location. Metcom advised Browns contacted. Officer asked TCM to call Browns back at 0821 and check for ETA. Ofc then asked TCM what time he asked for Browns and TCM responded "when I asked for them?" Metcom advised ofc that they had received an ansering machine the first time they called and left a message for the tow. Metcom then advised Browns was in route and Browns arrived a few minutes later.</p>					
Results:					
<p>Unfounded. Officer requested Brown's at 07:57:22. TC called Brown's at 07:59:44 and received a busy signal. TC called Brown's at 08:01:46 and received no answer, the call did not go thru. TC called Brown's at 08:02:46 and got a message saying please hold while the Nextel subscriber is located. Between 08:02:46 and 08:16:11, TC was busy with constant radio traffic. TC called Brown's at 08:17:09 and received an answer. TC never advised officer that he left a message, rather, that the TC had received the answering service the first time. TC further advised that he had finally go thru to Brown's and they were enroute.</p>					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4359	4/30/2003	4/25/2003	11:28
CAD#:	Shift:	Location of Incident:			
	First	1222 BroadCreek			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Ashmore		Buchanon	Closed	4/2/2003	Unfounded
Nature Of Complaint:					
<p>Ofcer dispatced to alarm on BroadCreek and was advised by keyholder upon arrival that Ofcrs had been dispatched in early a.m. on alarm at the same location. Ofcer requested that TC check the record of the earlier incident and was advised there was no such call in the CAD. Ofcr cleared from the Call and returned to post and found the history in the CAD.</p>					
Results:					
<p>CAD Error - 1222 BroadCreek was verifying to 1222 Broadmoor. All the history was dumped under the Broadmoor address. When the Ofcr requested the check there was no call logged under BroadCreek. When the Ofcr checked the CAD had been corrected.</p>					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4358	4/30/2003	4/29/2003	10:53
CAD#:	Shift:	Location of Incident:			
	First	Northtown Rd			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Wikoff	Buchanan	Closed	5/8/2003	returned	
Nature Of Complaint:					
Duplicate problem report of #4361.					
Results:					
Returned					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
MetCom		03-0501	5/1/2003	5/1/2003	7:00
CAD#:	Shift:	Location of Incident:			
	First	Bloomington PD			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Goldsberry	Goldsberry	Closed	5/5/2003	Founded	
Nature Of Complaint:					
Due to the concern for Ofcr Safety it was determined by all agencies that the location of an Officer on a traffic stop would be called out first. License plate info would follow and it has been built into the Tritech Cad in this sequence. Calling out traffic stops out of sequence tend to cause a delay in putting the Ofcr on traffic by having to scramble around in the CAD trying to fill in the reqired fields					
Results:					
Asst. Chief Sanders addressed this issue via email to all sworn Ofcrs. 04/29/03. If the problem continues Metcom is to document which shift it is occuring and let them know.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
MetCom		03-0502	5/2/2003	5/2/2003	7:00
CAD#:	Shift:	Location of Incident:			
	First	Bloomington PD			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Goldsberry	Goldsberry	Closed	5/5/2003	Founded	
Nature Of Complaint:					
Ongoing problem of 1st shift not forwarding the roster prior to the beginning of their shift and when received Ofcrs on the roster that are off duty for the day are listed on the roster working in assigned areas.					
Results:					
Dayshift roster will be sent to Metcom between 0630-0700 hrs. If an Ofcr is given the day off during briefing a new roster w/corrections will be sent after briefing.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Normal Police Department		3118	5/3/2003	5/1/2003	13:10
CAD#:	Shift:	Location of Incident:			
2003-0021919	First	Ft. Jesse & Veterans Parkway			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Stevens		Wilson	Closed	5/8/2003	Unfounded
Nature Of Complaint:					
<p>Officer Henderson was dispatched to a hit and run accident with injuries at Ft. Jesse and Veterans Parkway. Officer Henderson asked the Normal Dispatcher to provide Bloomington Police with the description of the skip vehicle and she said she would. Myself and Officer Wood were at the Normal Sub-Station and were monitoring the Bloomington channel. Neither of us heard the information being given to the Bloomington Officers. Much later Officer Cleveland informed the Normal Dispatcher he was going to an address in Bloomington to look for the suspect. Dispatch said they would have a Bloomington Officer meet them there. I asked the dispatcher if the skip vehicle information had been given to Bloomington and I was told it had been given out. Bloomington dispatched an officer to meet with Officer Cleveland and that officer was given the skip vehicle information at that time.</p>					
Results:					
<p>Unfounded. The information was broadcasted to the Sheriff Department units and Bloomington Police Department units. The information was not broadcast in a timely manner. Prompt dispatches to the other agencies will be addressed internally.</p>					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		3071	5/7/2003	5/7/2003	1:20
CAD#:	Shift:	Location of Incident:			
	Third	1400 block S East St			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Scott		Wolf	Closed	5/9/2003	Combination
Nature Of Complaint:					
<p>Officer was on routine patrol when flagged down by citizens in the 1400 blk S East St. Citizens stated they were the ones who called and the officer advised he was unaware of any call to send him to this location and he asked what was wrong. Citizens stated there had been a suspicious vehicle parked in front of 1410 S East with a W/M occupant. Officer called Metcom and asked if any calls were pending and he was told no. The resident stated he had called 911 for an officer and was told they would put him down for extra patrol. The resident stated she was expecting to see an officer. The officer called Metcom back to ask call taker if there had been a call and TCM stated there had been an earlier call but caller was 10-56 and the car had already left. Officer advised that even after advising TCM of the address he was out at the call was never entered into the CAD. This particular officer is testing a MDC in his car and was able to see the dispatch screen.</p>					
Results:					
<p>Combination. There was miscommunication between the caller and call-taker as to what the course of action for this call would be. Caller reported the suspicious vehicle after it had left the area. Call-taker took the information about the location and description of the vehicle. Before the call-taker could call the front desk with extra patrol info, the officer arrived on scene in the area. If this was to be handled as an extra patrol, caller should have been referred to the front desk. If not, call should have been dispatched and officers advised to contact complainant. In regards to the CAD not properly reflecting Officer Scott's location, founded. Both telecommunicators involved have been spoken to in reference this incident by shift supervisor.</p>					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		3072	5/7/2003	5/3/2003	18:11
CAD#:	Shift:	Location of Incident:			
	Second				
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Loudenburg	Wolf	Closed	5/9/2003	Founded	
Nature Of Complaint:					
<p>Officer called out traffic stop with his location and 10-28 information. Officer then checked his MDC and discovered that the 10-28 on the vehicle returned Suspended for Mandatory Insurance Violation. Approx 3.5 minutes had already passed since calling out the stop. Officer then asked TCM if anything peculiar returned and he was told no except that the registration was suspended. When the officer asked the TCM why he had not been given that information initially the TCM informed the officer it was not their policy to give any information unless asked for it outside a stolen vehicle hit or a 10-99 hit for the registered owner. Officer did contact Spvr Ed Wilson and he was advised that the problem stems from there being no official uniform policy at Metcom pertaining to this issue. Wilson stated he requires TCM's on his shift to give back any information outside of "clear and valid status" with time permitting. Wilson said there was not a policy to cover all shifts yet.</p>					
Results:					
<p>Founded. Metcom telecommunicators have always been required to run LEADS/NCIC inquiries on license plate information provided by officers during the course of a traffic stop, susp veh, motorist assist, etc. Further, Metcom telecommunicators have always been required to alert officers about anything other than a "clear/valid" return. Any instance in which a Metcom telecommunicator has not ran 10-28 information has been in err. It has been reinforced on a shift-by-shift basis that it is the Metcom telecommunicators responsibility to run 10-28 inquiries and alert officers about appropriate information.</p>					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4367	5/12/2003	5/9/2003	20:00
CAD#:	Shift:	Location of Incident:			
	First	400 blk S. Allin			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
McClusky		Closed	5/14/2003	combination	
Nature Of Complaint:					
<p>3 Officers involved in a foot chase. Susp fled into an apt where he was caught and secured. Several others enter the apt. and began to obstruct the investigation. Ofcr. 2 of the Ofcrs called 10-78. TC called for the unit already on scene to go and help. Dispatcher did not broadcast on channel 1 to patrol shift that ProActive unit needed help.</p>					
Results:					
<p>TC did not advise units on Channel 1 of 10-78. TC also handling an armed subject call on channel 1. Officers that requested 10-78 did not identify themselves or give their location in a timely manner.</p>					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4366	5/12/2003	5/9/2003	14:00
CAD#:	Shift:	Location of Incident:			
	First	Burger King			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Stanasa	Buchanon	Closed	5/13/2003	Founded	
Nature Of Complaint:					
Officers dispatched to 1801 S. Veterans (Burger King) for an armed subj and it occurred at the Burger King on Clearwater.					
Results:					
TC clicked on the wrong location for premise in the CAD. Incident being addressed with new TC.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4368	5/27/2003	5/23/2003	13:51
CAD#:	Shift:	Location of Incident:			
	Second	706 W. Jackson			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Samilwood	Wolf	Closed	5/29/2003	Founded	
Nature Of Complaint:					
Call classified incorrectly caused a delay in dispatch.					
Results:					
Call was not classified correctly therefore causing a delay in dispatch. Incident handled internally.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4371	5/29/2003	5/27/2003	23:05
CAD#:	Shift:	Location of Incident:			
	Third	6 Violet Lane			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Albert	Wolf	Closed	5/30/2003	Unfounded	
Nature Of Complaint:					
Incident at 6 Violet Lane and related car jacking call in Willow Creek was poorly handled by Dispatch. TC failed to obtain necessary critical information and failed to answer the radio or address Officers questions. Request that tape is reviewed.					
Results:					
All accusations in this complaint were reviewed and determined to be unfounded.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4370	5/29/2003	5/23/2003	20:20
CAD#:	Shift:	Location of Incident:			
	Second	800 W. Monroe			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Albert		Wolf	Closed	5/30/2003	Unfounded
Nature Of Complaint:					
Officer out w/2 subjs got into a struggle with one and requested add'l units. Two Officers arrived on scene to find the Officer in a struggle and it was then the broadcast came from Metcom to get add'l units to the location to assist.					
Results:					
Complaint unfounded and contain inaccurate information.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4369	5/29/2003	5/23/2003	19:29
CAD#:	Shift:	Location of Incident:			
	Second	403 Turnberry			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Albert		Wolf	Closed	5/30/2003	Unfounded
Nature Of Complaint:					
Upon receipt of a Battery call the TC promised the caller that an Ofcr would be dispatched to take a report. Complainant became irate when told by the Ofcr no report was needed.					
Results:					
The TC was very thorough with the caller but never promised the caller anything. The Caller was polite and cooperative with the TC.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Normal Police Department		3121	6/1/2003	5/31/2003	20:19
CAD#:	Shift:	Location of Incident:			
	Second	Veterans/Jumers			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Kelley		Wilson	Closed	6/2/2003	Founded
Nature Of Complaint:					
TC dispatched BPD & BFD to a 10-50 at Vets & Jumer according to CAD recommendation and ignored NPD Sgt's request for NFD after he had determined it was Normal's jurisdiction.					
Results:					
Incident handled w/TC and CAD recommendation for Vets & Jumers has been corrected in CAD.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4375	6/20/2003	6/13/2003	17:49
CAD#:	Shift:	Location of Incident:			
	Second	211 Eisenhower			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Goodman		Wilson	Closed	6/21/2003	Founded
Nature Of Complaint:					
Call entered and dispatched as a Domestic (separated) and suspect was still on scene in another room of the residence.					
Results:					
Founded - Handeled internally					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4373	6/20/2003	6/13/2003	17:08
CAD#:	Shift:	Location of Incident:			
	Second	601 N. Madison			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Goodman		Wilson	Closed	6/22/2003	Unfounded
Nature Of Complaint:					
After Ofcr requested a 2nd unit TC dispatched Ofcr to 601 N Madison and it should have been 601 S. Madison, Jeopardizing Ofcr. Safety.					
Results:					
Ofcr safety was never in jeopardy because the Ofcr on scene requested a camera and nothing more. The TC dispatched the 2nd Ofcr to the correct location and he acknowledge with 10-4. Leaving the TC with the understanding he knew where he was to go.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4374	7/10/2003	7/9/2003	11:39
CAD#:	Shift:	Location of Incident:			
	First	1510 W. Market			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Stanesa		Wolf	Closed	7/11/2003	Founded
Nature Of Complaint:					
Armed Robbery At Bank with no alert tones prior to dispatch.					
Results:					
Founded - Handled internally					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4377	7/10/2003	7/10/2003	11:03
CAD#:	Shift:	Location of Incident:			
	First	504 W. Locust			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Stanesa	Buchanon	Closed	7/11/2003	Combination	
Nature Of Complaint:					
In Progress fight call w/weapons not toned.					
Results:					
Call initially a Battery w/parties separated. In the middle of dispatching call was upgraded to inprogress. Ofcrs already dispatched. TC advised in the future to tone add'l information.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Towanda Fire Department		4302	7/22/2003	7/20/2003	16:07
CAD#:	Shift:	Location of Incident:			
TWF/2003-00000	Second	Mile 171 on Old 66			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Smock	Cannon	Closed	7/23/2003	Founded	
Nature Of Complaint:					
10-50 Report. Dispatcher dispatched McLean County Rescue per SOP. Fire Department requested them to not be dispatched.					
Results:					
Dispatcher did not do anything wrong, correctly followed SOP. Director has failed to adjust the SOP to reflect that McLean County Rescue not be dispatched until a request is made by Fire Department or Police Department.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4379	7/22/2003	7/21/2003	20:59
CAD#:	Shift:	Location of Incident:			
	Second	308 W. Kelsey			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Rena	Buchanon	Closed	7/23/2003	Founded	
Nature Of Complaint:					
Ofcr dispatched and TC did not get enough information. Upon arrival of Ofcr it was determined the information provided was not passed on and more serious than the TC relayed to the Ofcr.					
Results:					
The Caller was very diffidult to understand with a heavy foreigh accent, and the TC did not utilize the language line after determing the language of the caller.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4380	7/24/2003	7/23/2003	17:03
CAD#:	Shift:	Location of Incident:			
200342587	Second	Six Points & Morris			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Pelo	Wolf	Closed	7/25/2003	Unfounded	
Nature Of Complaint:					
<p>The crime in progress tone is being activated for subjects with a BB gun. When a commander questions a TCM why crime in progress tone. The TCM's have stated that it is in their SOP for Armed Subjects. -- BB guns do not fit into the Armed Subject category for the crime in progress tone, especially when the subject is 5 or 10 yrs old. This particular call was not questioned on the air by the commander but L4 did question the call on 071603 at 1225, 11 yr old in backyard with gun.</p>					
Results:					
<p>UNFOUNDED. The caller reporting the incident in the area of Six Points and Morris stated, "... looked like a pellet gun or a bb gun or a pellet gun." To concur with the callers assumption that the gun "looked like" a pellet gun or bb gun would have been reckless on the part of the telecommunicator. To follow the callers assumption that the gun "looked like" a pellet gun or bb gun could have seriously jeopardized officer and public safety. It is also of note that this call did not deal with 5 or 10 year olds, rather 3 m/ws in a moving vehicle. In regards to policy, our current Armed Subject policy makes no mention of pellet or bb guns.</p>					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4378	7/24/2003	7/10/2003	18:38
CAD#:	Shift:	Location of Incident:			
200339665	Second	Veterans & Clearwater			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Ziemer	Wolf	Closed	7/25/2003	Founded	
Nature Of Complaint:					
<p>Ofc ran 10-28 and received Alert Tone that vehicle was stolen. Ofc made felony traffic stop. Ofc Ziemer handcuffed the occupants of the vehicle and upon further investigation discovered that the license plates had been reported stolen, not the vehicle. Ofc Ziemer explained the situation to the owner of the vehicle and she stated that she had located the plates after she had reported them but failed to contact the police. The TCM that advised the vehicle was stolen was the TCM who had made the original entry and it was not entered as BPD, it was entered as SO McLean Co.</p>					
Results:					
<p>Founded. TCM misinterpreted LEADS information, therefore improperly alert toning a stolen/missing license plate hit as a stolen vehicle. Incident to be handled internally.</p>					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4381	8/1/2003		
CAD#:	Shift:	Location of Incident:			
	Power	Bloomington			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Hoover		Wolf	Closed	8/4/2003	Founded
Nature Of Complaint:					
<ol style="list-style-type: none"> 1. Officer on traffic did not receive correct 10-27, 10-28, 10-29, CQH information in a timely manner. 2. TC delayed in hit procedure and alert tones for a Wanted Person response. 3. TC delayed in returning information on subj that was 10-99, alert tone not activated. 4. TC delayed in notifying Pro-Active units of Shots Fired call being handled by BPD patrol 					
Results:					
<p>4 Concerns submitted on 1 form. 3 concerns were valid and 1 concern exaggerated by Ofcr</p> <p>All incidents handled internally.</p>					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4383	8/7/2003	8/7/2003	1:36
CAD#:	Shift:	Location of Incident:			
	Third	416 Holton			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Rena		Wolf	Closed	8/14/2003	Unfounded
Nature Of Complaint:					
<p>Officers were at 416 Holton and apprehended two burglars. Officers cleared emergency traffic twice and finally on channel 1 TCM asked if she could resume normal radio traffic, which we advised she could. TCM advised that officers were at Southgate and had an armed subject with a knife. Ofc Rena advised (on channel 1) that he would be responding to Southgate. Upon Ofc Rena's arrival he was unable to contact any of the officers already on scene. Ofc Rena asked Channel 1 TCM where the officers were at and received no response from Metcom. Another officer arrived to the same location and somehow they discovered (overheard on Channel 2 in the car) that Ofc Hall was in foot pursuit with a suspect. Both Channel 1 and Channel 3 dispatchers failed to advise officers which channel to go to. This created a major officer safety problem. If Ofc Rena's K-9 had been deployed with little to no information an officer or innocent person could be at risk for injury. The TCM's could not even get info out that an officer was chasing a possibly armed subject.</p>					
Results:					
<p>Unfounded and inaccurate information. Officers did not properly clear emergency traffic. TCM did responded to Ofc Rena on the radio. TCM's did advise officers on Ch1 and Ch3 which channel they should be on. Foot pursuit was over before any info could even be broadcast.</p>					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4384	8/7/2003	8/6/2003	23:17
CAD#:	Shift:	Location of Incident:			
	Third	805 S. East			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Rena	Buchanon	Closed	8/6/2003	Unfounded	
Nature Of Complaint:					
TC did not inform Ofcr if caller wanted to press charges. TC advised compliance only. Caller stated she would press charges if needed.					
Results:					
TC asked caller if she wanted to speak w/Officer and caller stated NO because she did not want the suspects to know she was calling. Caller stated she would file a complaint if necessary. TC took information and entered it into CAD.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4390	8/15/2003	8/14/2003	17:09
CAD#:	Shift:	Location of Incident:			
200347445	Second	City Hall Annex Scott Health Center			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
wikoff	Wolf	Closed		Founded	
Nature Of Complaint:					
Sgt and Lt were out on homeless subject behind City Hall at the Scott Health Center. S13 called out location and TCM acknowledged "10-04" After Sgt and Lt cleared the call it was discovered that their location had been entered as Scottish Rite Temple, 110 E Mulberry. If the officers had needed assistance or called 10-78 Metcom would not have know their location. If TCM does not understand the officer they need to ask again for verification. This subject was argumentative but did leave the area as requested. Please see attached. Tape requested also.					
Results:					
Founded. Although the officer did not specifically announce to the telecommunicator that they were out at the Scott Health Resource Center at the City Hall Annex, the report is founded. It is founded because the telecommunicator failed to obtain an accurate location from the officer. This resulted in the officer's CAD activity/location being entered incorrectly. To complicate matters, the John M. Scott Health Resource Center, located at the Bloomington City Hall Annex, 109 E. Olive Street, was not entered as a premise in the CAD. It is now. Incident to be handled internally.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4388	8/15/2003	8/15/2003	1:19
CAD#:	Shift:	Location of Incident:			
200347535	Third	Central Illinois Regional Airport			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Klepec	Wolf	Closed		Founded	
Nature Of Complaint:					
Officer was sent to the airport to check for a plane that "may have fallen from the sky" this was not the case-- FAA Kankakee Flight Service merely requested an officer to check the airport for the plane because the flight plan had not been cancelled. Instead BFD and an officer were dispatched believing there was a possible crash. Sgt. Klepec called and spoke to Supervisor Wolf about the incident at the time.					
Results:					
Founded. Call taker was confused with the request from FAA Kankakee Flight Service initially, which led to the problems with the call. Also, the radio dispatcher made inappropriate statement. Handled internally.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
LeRoy Ambulance Service		3632	8/15/2003	8/13/2003	20:30
CAD#:	Shift:	Location of Incident:			
200300292	Second	Leroy Fire Station			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Rafferty		Wolf	Closed		Unfounded
Nature Of Complaint:					
Leroy Fireman called via portable radio/Co fire Channel for Leroy Ambulance to be dispatched for 3 y/o child who had hit his head and parents wanted him checked. (This call was heard by several firemen and ambulance personnel) Estimated time elapsed from call-in to page : 4-5 minutes. Firemen called via radio to get times for the report. Dispatched reported 1 minute difference between call-in and dispatched times.					
Results:					
Unfounded. There was no delay of 4 to 5 minutes. Leroy Fire Personnel called Metcom on 154.190 at 20:26:19. At that time requested ambulance for the stated reason. The conversation between Leroy Fire and Metcom ended at 20:27:01. The page tones were activated for Leroy Ambulance at 20:29:08. During the 2 minute 7 seconds gap between when Leroy Fire and Metcom ended their radio conversation and the pagers were activated, the dispatcher answered another unit as required and completed Emergency Medical Dispatch Protocol using ProQA Software as required by EMS Director.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
LeRoy Ambulance Service		3631	8/15/2003	8/9/2003	7:15
CAD#:	Shift:	Location of Incident:			
200300117	First	22636 E 400 North Rd			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Rafferty		Wilson	Closed	8/16/2003	Founded
Nature Of Complaint:					
Downs & LLMM called to this location for 91 y/o female with fall-related injuries. Leroy crew went to shed to ck district area. Called Metcom via radio for page on this call. Told by dispatcher this wasn't Leroy's District. Leroy crew went enroute - was our district - while waiting to hear from Metcom. Metcom radioed after checking map if Leroy's district and "they would update the CAD." (I had an ambulance call that location 2 months ago - no problem with dispatching then)					
Results:					
The CAD initial assignment is correct with the proper agencies for the address (Downs Fire First Responders, Lifeline, LeRoy Ambulance)					
The dispatcher failed in dispatching the call correctly.					
Handled internally					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4387	8/15/2003	8/14/2003	11:00
CAD#:	Shift:	Location of Incident:			
	Third	Tracy Dr/Oak Creek--BPD front desk			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
CSO Smith		Cannon	Closed	8/21/2003	Unfounded
Nature Of Complaint:					
Two vehicles involved in 10-50 pd called Metcom for officer--Metcom advised since the 10-50 had occurred at 0100 hrs they would not send an officer and the people would have to go to the front desk--caller stated they advised Metcom both vehicles were unable to be driven and had to be towed. Caller stated Metcom again refused to send an officer and told them to go to the front desk and they did not need to have their vehicles to make the report. This is not BPD policy on 10-50's copy of tape for phone call requested also.					
Results:					
Policy was followed					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
LeRoy Ambulance Service		3633	8/21/2003	8/19/2003	16:46
CAD#:	Shift:	Location of Incident:			
	Second	22270 Ridgewood Dr, Downs			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Rafferty		Buchanon	Closed	8/21/2003	Equipment
Nature Of Complaint:					
For an ambulance call in Downs the initial paige was for Downs 1st Responders and Lifeline. LeRoy was not paiged until Lifeline was cancelled by Downs.					
Results:					
Due to continuous changing of primary units requested by LeRoy Ambulance. A jurisdiction problem has occurred in CAD for recommending the correct responders. The response plan for LeRoy Ambulance is being rebuilt to recommend correctly.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Normal Police Department		3123	9/9/2003	9/3/2003	10:55
CAD#:	Shift:	Location of Incident:			
	1	210 Broadway			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
ljams		Cannon	Closed	9/18/2003	Founded
Nature Of Complaint:					
Bank Robbery. Wrong Tone. No dispatch following tone. Dispatch delay.					
Results:					
Dispatcher initiated the wrong tone by error. Dispatcher thought information had been broadcast when it had not. Appears as though Dispatcher did make the proper attempt to dispatch call correctly. Director is attempting to locate a possible equipment problem that prevented the information from being broadcast					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4392	9/11/2003	9/9/2003	11:42
CAD#:	Shift:	Location of Incident:			
200352790	First	Walmart, 2225 W. Market, Blm			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Underwood		Wolf	Closed	9/12/2003	Founded
Nature Of Complaint:					
Crime in progress tone was sent out on the radio for a burglary in progress and then TCM stated it was a shoplifter in custody. The tone probably should not have been set off for a shoplifter in custody and there were no other problems. Tape requested also.					
Results:					
Founded. Improperly classified. Tone should not have been activated. Handled internally.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
LeRoy Ambulance Service		3634	9/11/2003	9/8/2003	19:21
CAD#:	Shift:	Location of Incident:			
	1	Tir-Valley Football Field			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Rafferty		Cannon	Closed	9/17/2003	Unfounded
Nature Of Complaint:					
Downs & Lifeline paged for injury. LeRoy not paged until requested. LeRoy should respond to this location as well.					
Results:					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4395	9/24/2003	9/19/2003	12:15
CAD#:	Shift:	Location of Incident:			
	First	BPD front desk			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Vandergraft / Underwood		Buchanon	Closed	9/30/2003	Founded
Nature Of Complaint:					
Caller contacted Metcom on a subject in violation of an OP re/no contact and the subject was also wanted. The caller was referred to Crimestoppers. Incident handled internally.					
Results:					
It is policy to obtain information and dispatch units accordingly.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4396	9/24/2003	9/16/2003	17:19
CAD#:	Shift:	Location of Incident:			
	Second	909 N. Hershey			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Smallwood / Wikoff		Buchanon	Closed	9/30/2003	Combination
Nature Of Complaint:					
Ofcr dispatched to a call that held for 45 minutes and he was not busy prior to being dispatched.					
Results:					
Call arrived in waiting que for dispatch at 1720hrs. This Ofcr. on warrant attempt arrest and failed to notify dispatch when clear. High priority call came in, he assigned himself causing further delay and was dispatched when he cleared. TC did not contact command after call help for 15 minutes per the SOP. Delay of dispatch caused by Officer & TC. This problem report ties in with 4397. Incident w/TC handled.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4397	9/24/2003	9/16/2003	17:27
CAD#:	Shift:	Location of Incident:			
	Second	715 E. Miller			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Smallwood / Wikoff		Buchanon	Closed	9/30/2003	Combination
Nature Of Complaint:					
Call held for 1 1/2 hours before Ofcr was dispatched. Ofcr had blocks of time where he was unassigned.					
Results:					
Attempt was made to dispatch Ofcr. and was advised he would be going to post to speak w/Command, call was placed on hold. Ofcr never made it to post but continued to assign himself to other calls w/knowledge this call was holding. Ofcr was dispatched to a call in his area upon clearing he inquired about the call and was then dispatched. TC violated Call-Holding SOP by not contacting Command. Issue w/TC handled.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Lexington Ambulance Service		3635	9/29/2003	9/25/2003	13:00
CAD#:	Shift:	Location of Incident:			
	First	2997 E. 1000 North Rd			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Moss / Rafferty		Buchanon	Closed	9/29/2003	Unfounded
Nature Of Complaint:					
1000N 29-- E./ Ellsworth. LeRoy's district: Not paged to this location for pt. With difficulty breathing					
Results:					
Location given by caller was not LeRoy's district nor for a breathing problem. Agency & call type was dispatched correctly.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
MetCom		03-0924	9/29/2003	9/24/2003	17:19
CAD#:	Shift:	Location of Incident:			
	Second	909 N. Hershey			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Wilson		BPD	Closed	3/16/2003	Founded
Nature Of Complaint:					
Ofcr failed to advise the BPD TC he was clear a warrant arrest. The failure to clear himself from a call contributed to a delayed response to a holding 10-50 PD in his area. See problem report 4396 complaint initiated because the call was held.					
Results:					
Recorder findings - Ofcr failed to advise Metcom when he was clear from his call, adding to the delay of being dispatched to a holding call in his area. Ofcr was originally notified of the call and it was placed on hold. See problem report 4396- re: this complaint where TC was in violation of SOP for not contacting command when call has held for 15 minutes.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
MetCom		03-1002	10/2/2003	10/2/2003	13:34
CAD#:	Shift:	Location of Incident:			
	First	711 S. Cottage Apt 109			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Baetens		NPD	Closed	10/7/2003	Founded
Nature Of Complaint:					
Unprofessionalism and improper use of radio. Officer dispatched on a 911 hangup debated the location of the call w/TC after he was informed the location was verified, he made an unnecessary comment via radio "I can't wait to see who's right on this".					
Results:					
Dictaphone - The comment was made. Ofcr. Response - He was just making sure the location in CAD was correct.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
LeRoy Ambulance Service		3636	10/14/2003		
CAD#:	Shift:	Location of Incident:			
	All	LeRoy			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Rafferty		Buchanon	Closed	10/20/2003	Equipment
Nature Of Complaint:					
Radio complaints Sept. 29th - Oct. 10th 1. Initial tones not heard. 2. Dispatcher voice very faint. 3. Excessive static on radio. 4. Radio skip from other counties.					
Results:					
Innotech was contacted when Metcom was notified of problem. Metcom advised LeRoy Ambulance to not stack radio problems but to notify Metcom Administration so the problem can be addressed in a timely manner. Innotech located and repaired a broken part 10/12/03 0445 hrs. No radio problem reported from LeRoy since the repair.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4400	10/15/2003	10/3/2003	22:45
CAD#:	Shift:	Location of Incident:			
	Power				
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Gentry		Buchanon	Closed	10/16/2003	Unfounded
Nature Of Complaint:					
Ofcr. Safety Info. Initiated by Pro Actives was dispatched via radio. Ofcer enroutte to his post to begin his shift did not get complete information. He requested the info to be sent to his MDT. TC advised this could not be done but would fax it to his station. Ofcr had to return to his station to get the information.					
Results:					
There is no interface between the TriTech CAD and LEADS to forward this information to the MDTS at this time. Since this OSI was initiated by BPD should it have been passed from ProActive Command to the on coming shift Commander to insure Ofcrs coming on shift could be informed at Shift briefing.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4399	10/15/2003	10/4/2003	1:48
CAD#:	Shift:	Location of Incident:			
220357727	Third	Bloomington Country Club			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Gentry		Wolf	Closed	10/16/2003	Founded
Nature Of Complaint:					
Ofc responded to alarm call alone without backup. The officer was alone on the call and only received one status check. Possibly TCM could make more frequent status checks on officers, especially when they are alone on alarm calls. See attached: At approximately 0148 Metcom sent Officer Gentry to a burglar alarm at Bloomington Country Club. It was a busy night and Officer Gentry was the only officer sent to the call. Shortly after his arrival Metcom checked his status and he advised he was on foot checking the building. After checking the entire building Officer Gentry also checked a vehicle parked in the lot and then walked back to his patrol vehicle. Once Officer Gentry returned to his squad car he realized that Metcom had not checked his status since he told them he was on foot checking around the building. Officer Gentry estimates that his status had not been checked for approx 15 minutes. It should be noted that even though Officer Gentry is a K9 unit he does not take his dog to check buildings for alarm calls.					
Results:					
Founded. TC conducted 1st status check within policy (3 minutes for high priority call). However, TC did not conduct the 2nd status check within policy (10 minutes after 1st check.) TC was 5 minutes 19 seconds late on 2nd status check. To be reviewed with TC and handled internally.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		3075	10/16/2003	10/14/2003	22:30
CAD#:	Shift:	Location of Incident:			
	Second	Oak & Market, Bloomington			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
McClusky		Wolf	Closed	10/17/2003	Unfounded
Nature Of Complaint:					
TC Jean failed to return CQH on pedestrian stop. After stop was cleared, CQH information was requested for a second time. TC responded "CQH did not return, I'll run it again." Moments later, CQH information was returned as negative.					
Results:					
UNFOUNDED. Officer did not request a CQH during the pedestrian stop. During the stop the officer requested 10-29 by name and received it. Officer requested descriptors and received them. Also, officer requested dl or id # and received the dl #. Officer cleared with one issued. Four minutes later officer asked if CQH had returned on the subject from the stop. The answer to that question is no, because a CQH was not requested. Please review the requested tape.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		3076	10/16/2003		
CAD#:	Shift:	Location of Incident:			
	Second				
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
mccclusky		Wolf	Closed	10/17/2003	Unfounded
Nature Of Complaint:					
Anytime/TC Jean. Pick any date and time aforementioned TC is working. TC fails to complete simple tasks set forth by officers in P/A unit. Her lack of attention to detail often puts officers at risk. All P/A officers have discontinued investigations due to safety risks directly related to the TC's failure to do job correctly. TC has not showed negative attitude, but has failed to improve over the past few weeks. If Metcom command wants a separate report for every incident, we will do so. A tape from any night will outline her problems.					
Results:					
UNFOUNDED at this time. Please forward the date and time of occurrence of any incident that warrants investigation. Describe the incident being as specific and factual as possible. The facts of every incident will be investigated thoroughly and if appropriate, action will be taken to resolve any problems.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		3077	10/16/2003	10/14/2003	22:00
CAD#:	Shift:	Location of Incident:			
	Second	West Side of Bloomington			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Ryan		Wolf	Closed	10/17/2003	Combination
Nature Of Complaint:					
<p>Ran two people by name and DOB. TC ran wrong DOB on first person and misspelled first name of second person. Happens all the time.</p> <p>Requested 10-28 and never got a response from TC.</p> <p>Called out on pedestrian and local check on 10-99 subject three times and did not get a response.</p> <p>Request copy of tape for radio traffic for Proactive Unit too.</p>					
Results:					
<p>Combination. #1 DOB was input wrong, however, the DOB was 012884, TC input 012084. When ran together, the dates sound similar. TC did the right thing by repeating the inquiry when it returned no record, therefore the error was caught. Name confused was Derrick and Erick. Again, TC repeated what was input into LEADS, which lead to the error being caught. Officer received correct responses on both subjects. #2 I did not hear a 10-28 request go unanswered. There was a 10-28 out of Wisconsin, that returned clear, no return yet for WI. TC advised officer of that and received acknowledgement. #3 Unit did attempt to call Metcom with pedestrian/locals check and not receive a response. That is unacceptable. The incident did occur during shift change at Metcom which contributed to the problem. There was a new proactive dispatcher taking over and the transition from one dispatcher to the next did not go smooth. Incident to be addressed internally, stressing the importance of a smooth transition from dispatcher to dispatcher. Also, the importance of acknowledging all radio traffic promptly will be addressed.</p>					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Normal Police Department		3124	10/21/2003	10/18/2003	23:00
CAD#:	Shift:	Location of Incident:			
	Third				
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Leopold		Wolf	Closed	10/28/2003	Founded
Nature Of Complaint:					
<p>TC continually asking Ofcrs to repeat their transmissions. TC called I.D of Officer not on duty and when no response received TC did not check the Ofcrs status. TC attempted to call same Ofcr's ID and was told at that time the Ofcr was not on duty. Ofcr on foot pursuit and TC walked on his radio traffic attempting to get his identifier and location updates. TC dispatching units to location Ofcrs already on.</p>					
Results:					
<p>The Supervisor working the shift this evening observed some of concerns and has found the core of the problem to be multi-tasking and speed. Prior to this complaint the Supervisor was working with the TC to improve performance. The Supervisor has already noticed improvements and will continue to work with the TC.</p>					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4401	10/23/2003	10/18/2003	1:03
CAD#:	Shift:	Location of Incident:			
200360471	Third	Chestnut & Madison, Bloomington			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Gentry	Wolf	Closed	10/24/2003	Founded	
Nature Of Complaint:					
<p>Officer Kavanaugh was on foot pursuit from subject that jumped from vehicle as he was making a traffic stop. The traffic stop was called out at Chestnut/Lee however, the vehicle continued and Officer Kavanaugh updated his location. Officer Gentry is called to track suspect, he is put into custody and transported back to the vehicle at Chest/Madison. Officer call Metcom to request Browns for the tow, approx 30 minutes have passed and Officer Smith is still at scene waiting for Browns. Officer Gentry contacted Browns himself by Nextel to obtain an arrival time and was told by Browns drive, Rick that Metcom had contacted him to go to Chestnut/Lee. When Browns arrived and there were no officers at this location Browns called Metcom to confirm the location and again were told Chestnut/Lee. Browns advised Metcom there were no officers at this location and Metcom advised Browns they could 10-22, disregard the call. Officer Gentry advised Browns of the correct location and Browns arrives to tow the vehicle after extended time periods and tying up an officer unnecessarily when the TCM could have contacted the officer to confirm the location instead of having Browns disregard.</p>					
Results:					
<p>Founded. Primary BPD dispatcher was on break when Browns was requested. The dispatcher covering the channel looked at the active incident queue which showed the location as Chestnut & Lee (where the stop originated). Browns was sent to that location. Dispatcher should have looked at the Unit Status queue, which showed all units at Chestnut & Madison (where the vehicle finally stopped). When Browns called back and reported no officers at Chestnut & Lee, the dispatcher second-guessed their decision and told Browns they could disregard the call. Dispatcher should have inquired with officers on the street to determine if Browns was needed and where. To be handled internally.</p>					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Fire Department		3757	10/24/2003	10/23/2003	7:59
CAD#:	Shift:	Location of Incident:			
BFF/2003-000656	First	2309 E. Oakland			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Petrovics	Goldsberry	Closed	10/24/2003	Unfounded	
Nature Of Complaint:					
<p>EMS dispatched for a possible cardiac arrest to 2308 E. Oakland and should have been dispatched to 2309 E. Oakland (State Farm). Patient located when LifeLine was flagged down.</p>					
Results:					
<p>Call-taker entered location of incident based on address provided by the caller. Caller also provided a name for the building that should have been added to the Call. All TCs have been advised to include all additional information into the call for dispatch.</p>					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4403	10/28/2003	10/24/2003	13:29
CAD#:	Shift:	Location of Incident:			
	First				
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Pelo/Underwood	Buchanon	Closed	11/5/2003	Unfounded	
Nature Of Complaint:					
<p>Caller concerned w/lack of caring and attitude of TC regarding suicidal subject. TC not in a hurry to assist with this call because caller was placed on hold twice. Metcom contacted the employer of the husband of the suicidal subj and did not give them any information. When the husband of the suicidal subj called Metcom he was put on hold and then transferred to BPD front desk and placed on hold.</p>					
Results:					
<p>Spoke w/ caller - He was confused by all the discussion and re-verification of the details. Caller did not know there were 3 TCs and the Metcom Supervisor working on his call. Caller had no concerns regarding the TCs lack of caring or any attitude reported by BPD. Metcom notified the Sgt on duty of the poss. attempted suicide. Metcom contacted the husband's employer for a current address and was fully assisted when they were told it was an emergency. Upon receipt of the husband's call to Metcom he was on hold less than 30 sec. So TC could get clarification from Metcom Supv. If any info. should be given to the caller. Caller was given number to BPD and told to speak with the Desk Sergeant.</p>					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4404	10/28/2003	10/25/2003	13:45
CAD#:	Shift:	Location of Incident:			
	First				
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Vandegraff/Underwood	Buchanon	Closed	11/5/2003	Founded	
Nature Of Complaint:					
<p>Caller referred to BPD by TC ref. complaint in NPD's jurisdiction. Upon transferring the call to Metcom the TC told PSR no one at Metcom referred the caller to BPD and the TC was rude to the PSR by cutting her off from explaining by stating yeah, yeah, yeah.</p>					
Results:					
<p>Dispatcher forwarded caller to the wrong dept by giving the wrong front desk number to the caller. The call-take was not rude to the PSR. Due to the high volume of calls when she started to get long winded he cut her off by stating "yeah, yeah put him through".</p>					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
MetCom		03-1026	11/7/2003	10/26/2003	16:21
CAD#:	Shift:	Location of Incident:			
	Second	Bloomington			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Wilson		BPD	Closed	4/19/2004	Referred to B
Nature Of Complaint:					
<p>PSR called BPD Dispatcher for an Ofcr to be dispatched to assist NPD on a runaway that was poss. Involved in a stoeln veh.. The PSR failed to give the TC all the information involed in this incident. BPD Sgt. Hoeniges called Metcom and chastised the TC for not getting the necessary information. Supervisor Wilson contaced NPD and was informed this call was on going since late Saturday night and both departments had full knowledge of the situation. At 1500 hrs. the front desk of both departments were aware the person was armed but this information was not passed on to the Dispatcher to advise the Officer creating an Officer Safety Issue..</p>					
Results:					
<p>Unsatisfactory - When incident originally occurred Ofcr Henderson fron NPD advised the Metcom Supv. he passed all the information on to PSR Brandon at BPD front desk and was told it would be passed on to the next PSR coming on duty. Because the information was not passed on throught their department the PSR only relayed minimum information.to the Dispatcher.</p>					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
MetCom		03-1029	11/7/2003	10/29/2003	7:32
CAD#:	Shift:	Location of Incident:			
	First	136 Greenwood			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Hinshaw		BPD	Closed	12/10/2003	Founded
Nature Of Complaint:					
<p>Metcom received a call for dispatch it was entered into CAD and the caller advised it would be 20-30 minutes because Ofcrs were in briefing. 25 minutes later BPD PSR calls Metcom to dispatch on the same call and she was told it was already in and the Ofcr was dispatched. Instead of her telling the caller an Ofcr was enrout she stated here he is and disconnected from the call. The TC was left to deal with this irrate caller.</p>					
Results:					
<p>Response forwarded by Marcy Underwood: PSR handled the incident as directed by the Shift Commander after checking Webview and not locating that the call had been dispatched it was transferred. There have been instances in the past when trying to locate a call for service does not appear in Webview right away.</p>					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
LeRoy Ambulance Service		3639	11/8/2003	11/6/2003	9:23
CAD#:	Shift:	Location of Incident:			
	First	104 N. Pintail, Downs			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Raffery	Wolf	Closed	11/13/2003	Unfounded	
Nature Of Complaint:					
<p>LeRoy Amb paged to above address no town given (we assumed LeRoy--called city hall to find this street). Told by firemen this was Downs address. Crew arrived at scene at 0936, requested via radio at 0938 to upgrade call to "Delta--Pt has very low blood pressue." Left scene 0944, asked Metcom what ALS unit was intercepting? Responded that no request was made--our crew member assumed when the call was upgraded to Delta that ALS was paged. Dispatcher reported there was no record of upgrade. Our crew was later told by Lifeline that they heard "delta" upgrade on radio by our crew. Also, not sure what was said by the caller: We were paged for "fall.: Lady had not fallen.</p>					
Results:					
<p>Stated the town name in the second page, which was before LeRoy acknowledged and before they went en route.</p> <p>Reviewed recorder. No radio transmission received from field personnel to Metcom regarding the upgrade of this call. If Lifeline heard the upgrade call, why didn't they respond on their own or call Metcom after 10 minutes passed and they hadn't been paged to respond??</p> <p>First thing caller states, "Yes, I've got a 75 year old woman who was fallen. . ." Also, when 3N36 is telling 3N49 what they have, 3N36 also states the pt fell.</p>					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
MetCom		03-1109	11/12/2003	11/9/2003	18:33
CAD#:	Shift:	Location of Incident:			
	Second	403 N. Veterans			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Wilson	BPD	Closed	12/10/2003	Founded	
Nature Of Complaint:					
<p>Officer failed to clear from Traffic stop through Metcom or by MDT. TC became aware the Officer was clear when he ended his tour of duty.</p>					
Results:					
<p>Response forwarded by Marcy Underwood:</p> <p>Without the benefit of hearing all the transmissions of the tape it is unfair to state that Officer Ziemer was negligent in his job duties or that he was shirking his responsibilities. Officer Ziemer advised there as a great amount of radio traffic at the time of his stop therefore he used his best judgement since he was going off shift to wait until he returned to post and called Metcom by phone.</p>					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Township Fire Department		3802	11/14/2003		
CAD#:	Shift:	Location of Incident:			
	First	I55 @ 160 mile marker			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Willan	Goldsberry	Closed	11/18/2003	Equipment	
Nature Of Complaint:					
BTFPD not paged with BFD to respond to an MVA at MM160.					
Results:					
CAD Problem - Response plans are not linked to mile markers. The correction is being made by creating the link.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Township Fire Department		3803	11/14/2003	11/10/2003	15:20
CAD#:	Shift:	Location of Incident:			
	Second	Owens Nursery (Morrisey Dr.)			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Willan	Goldsberry	Closed	11/18/2003	Equipment	
Nature Of Complaint:					
On a dual response, BTFPD was not paged to fire alarm at Owens Nursey. BFD was the only agency paged.					
Results:					
CAD Problem - The business was listed in CAD but no response plan was provided by the jurisdictional agency. Both BFD and BTFPD have been contacted and the information required to dispatch to this location has been loaded into CAD.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Township Fire Department		3804	11/17/2003	11/14/2003	0:39
CAD#:	Shift:	Location of Incident:			
	Third	Woodrig Rd west of Bunn			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Willan	Goldsberry	Closed	11/18/2003	Equipment	
Nature Of Complaint:					
BFD was dispatched for a grass fire in the BTFPD. Metcom should have dispatched BTFPD according to run cards for grass and brush.					
Results:					
CAD Problem - The jurisdiction for this intersection was built in as BFD instead of BTFPD. The TC dispatched based on information provided by the CAD. The jurisdiction for this intersection has been corrected in CAD.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Normal Police Department		3125	11/20/2003	11/19/2003	7:27
CAD#:	Shift:	Location of Incident:			
2003-0056866	1	2000 Eagle Road			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Klinge		Cannon	Closed	11/20/2003	Unfounded
Nature Of Complaint:					
Officer dispatched to property damage accident. Upon arrival Officer is advised that it is a personal injury accident by people on scene. Officer is advised by Unit 5 employees that they made 2 or 3 calls to Metcom and had advised there were injuries.					
Results:					
Metcom received 2 calls and was not advised of injuries. TC asked both times if there were injuries.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Normal Police Department		3127	11/24/2003	11/20/2003	15:28
CAD#:	Shift:	Location of Incident:			
	Second	Towanda/College			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Stephens		Buchanon	Closed	11/25/2003	Founded
Nature Of Complaint:					
Officer dispatched to the wrong location for a 10-50. Dispatched to National City and it should have been Commerce Bank.					
Results:					
Caller gave correct location and TC entered the information into CAD incorrectly. Handled internally.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Carlock Fire Department		3856	12/4/2003	11/14/2003	10:55
CAD#:	Shift:	Location of Incident:			
	First	North of Carlock on Rt 150			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Mohr		Buchanon	Closed	12/9/2003	Unfounded
Nature Of Complaint:					
Carlock dispatched and then paged to cancel. When call was made to inquire why, the TC stated the maps were reviewed and the TC thought it was in Congerville's district. Caller led to believe Congerville had not been called. It would be better if no units are cancelled until proof positive that other entity is able to handle the call.					
Results:					
The Investigation revealed that Carlock Fire was dispatched based on 3rd party information given by the caller. After further investigation it was determined the call was in Congerville's jurisdiction and they were contacted. Carlock Fire was then paged to disregard. When the chief called and inquired if Congerville was enroute he was advised that Woodford County had been contacted. We do not have the capability to monitor units from other counties and know when they are enroute or onscene. Our fire SOP does not require McLean County units to standby for out of county responses unless requested by the agency for that jurisdiction.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Carlock Fire Department		3855	12/4/2003	11/24/2003	10:00
CAD#:	Shift:	Location of Incident:			
	First	1200E & 2250N			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Mohr	Buchanon	Closed	12/8/2003	Combination	
Nature Of Complaint:					
<p>Message was given to TC and the response was OK. (This type of respnse not expected) Message:(" enough help at scene) this message was not repeated by TC. and because the message was not repeated the unit requesting the msg to be paged out got confused and it took several transmissions to sort it out. TC decided that what was requested wasn't really needed.</p>					
Results:					
<p>We do not have Echo dispatching nor is the 10-codes used for standard dispatching rural fire. (1) Exec. Level determined Echo dispatching was too time consuming. (2) The 10-codes would not be used because the agencies could not get all the members to learn them. Plain english was agreed upon. (3) The TC should have paged that enough help was at scene when requested to do so. No. 3 to be addressed internally. No. 1 & 2 should be readressed to the Fire chiefs and if agreed upon, the Fire SOPs amended to include Echo dispatching and standardized use of the 10-Codes for all the fire agencies.</p>					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4406	12/9/2003	12/2/2003	19:22
CAD#:	Shift:	Location of Incident:			
2003-0069055	Second	512 W MULBERRY APT B BLM			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
WALCOTT	Wilson	Closed		Unfounded	
Nature Of Complaint:					
<p>Female called 9-1-1 for an officer to standby while her ex-boyfriend removed his property because she had problems with him being violent in the past. The 9-1-1 dispatcher told the caller this was not an emergency and she would have to call on the non-emergency number. This occurred approximately 1910 hrs. A second call was made to 9-1-1 around 1923 hours because the female victim was now being attacked by her ex-boyfriend who was at her residence to collect his property. Officers arrived and arrested the suspect. The female victim called 9-1-1 initially for help because she has a cell phone that will only allow her to call 9-1-1, she was unable to call on the business line for assistance. Officers on the scene believe this situation would not have occurred had the call been taken from the victim when she called 9-1-1 instead of telling her to call back. Tape also requested.</p>					
Results:					
<p>Female called on 911 and requested an Officer to come to 512 W. Mulberry while she drop off some things and that Mr. Thibodo who is renting the apartment won't let her get her things. She stated she was on probation and did not want any trouble. She never stated he was her ex-boyfriend or that there was any previous history of domestic problems or that she was calling from her domestic violence phone. From the information provided by the caller on the initial call it was not an emergency therefore she was directed to call on the non-emergency line. Upon receiving the second call from the sister in which she stated her sister was being attacked the call was treated as an emergency and Officers were dispatched according to policy. Officers are dispatched based on the information provided by the callers. There is nothing built into the system that would distinguish a call from a domestic violence phone from any other cell phone. We can only know this if we are told.</p>					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4407	12/9/2003	12/4/2003	22:56
CAD#:	Shift:	Location of Incident:			
2003-0069452	Second	805 S East Bloomington			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Rena		Cannon	Closed	12/10/2003	Unfounded
Nature Of Complaint:					
Twice on 12-4-03 officers were sent to 805 S East Street Bloomington for loud music calls. This address has been a problem for over a year and officers along with Sgt's have advised Metcom this address has scanners and requested the calls for service not be broadcast over the radio. Ofc Rena spoke with the caller, who is becoming extremely frustrated about 805 S East and why the music problems there cannot be resolved. The caller stated that they told Metcom that their address has scanners but both calls were dispatched over the radio and there was no loud music when the officers arrived. The officers believe that something more needs to be done in regards to calls to this address. Possibly flagging the calls and not giving out calls for service to this address over the radio due to the scanners at 805 S East Street. Tape Requested also.					
Results:					
BPD Chief indicated at a Metcom Board meeting that he is opposed to silent dispatch.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Normal Police Department		3128	12/11/2003	12/9/2003	17:15
CAD#:	Shift:	Location of Incident:			
	Second	701 W. Orlando #J			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Nuttall		Wolf	Closed	12/11/2003	Founded
Nature Of Complaint:					
The alert tone was initiated after an Officer ran a DL but the TC did not give a reason nor announced the Officers location to alert the other Officers. The Ofcers location was not given until the Lt. requested. When the Officer arrived at the county jail he was informed there were 2 warrants instead of the 1 warrant advised by the TC which required a higher bond amount.					
Results:					
TC found in violation of SOP 98-20192 (Hit Procedure). Incorrectly broadcast computerized hit on a wanted subject. TC also failed to relay all information in the Hit Response to the Officer pertaining the multiple warrants and relaying incorrect bond amount. Incident handled internally according to the disciplinary policy.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Towanda Fire Department		4303	12/18/2003	12/18/2003	0:47
CAD#:	Shift:	Location of Incident:			
	Third	174 & 155 North Split			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Kraft		Buchanon	Closed	12/18/2003	Founded
Nature Of Complaint:					
County Rescue was called for 10-50 before being asked for by Towanda Fire. This violates county fire SOPs and Towanda Fire Box Alarms sheet.					
Results:					
The TC dispatched according to the out dated SOP. Since this report, all the TCs have been refreshed on when to page McLean County Rescue Squad.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Fire Department		3759	12/21/2003	12/22/2003	6:53
CAD#:	Shift:	Location of Incident:			
	Third	14 Heartland Dr. Apt 107			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Adelsberger	Buchanon	Closed	12/23/2003	Founded	
Nature Of Complaint:					
3N17 on scene of a patient not breathing request additional unit (E3) to respond. The unit was paged out but dispatched to the wrong location.					
Results:					
TC got mixed up on the location due to the radio problem of not being able to hear the units and Innotech trying to fix the problem while 2 agencies were out on EMS call of patients not breathing. The radio problem is being worked on and the TC has been advised of the problem and will work on trying to stay on top of multiple calls.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4409	12/29/2003	12/18/2003	1:10
CAD#:	Shift:	Location of Incident:			
	Third	1405 N. Morris			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Wright	Wilson	Closed	1/5/2003	Founded	
Nature Of Complaint:					
Officer was dispatched to a cold veh burglary and upon arrival finds a possible residential burglary. The caller already having checked the house asked the Officer to check the basement. The Officer checked the basement and later reviewed the call to find additional comments added to the call had not been relayed prior to Officer's arrival. The call should have been upgraded and a second unit dispatched.					
Results:					
The TC did not notice additional comments had been added to the call. Handled Internally.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Dale Township Fire Protection District		3826	12/30/2003	12/29/2003	15:43
CAD#:	Shift:	Location of Incident:			
	Second	Rt 66 @ 850 North Rd			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Wright	Wilson	Closed	1/5/2003	Founded	
Nature Of Complaint:					
Dale Township FPD not paged to MVA on Old 66 @ Shirley in their jurisdiction.					
Results:					
The TC entered an incorrect location for the MVA that recommended a different response plan.					

Members Sorensen/Selzer moved the County Board approve a Request for Approval for Adoption of a Resolution Approving and Authorizing Execution of an Intergovernmental Agreement between the City of Bloomington, Town of Normal, County of McLean and Emergency Telephone System Board – County Administrator. Member Sorensen stated the following: I just wanted to point out page 142 and suggest that if Members haven't read it yet to do so. If Members read the material that had been provided to the Justice Committee and the Executive Committee this was the new addition to that domain of information. Chairman Sweeney stated the following: is there any other discussion? Member Renner stated the following: I have a question for clarification for Mr. Ruud, I suspect. If we were to actually go to court and try to enforce the original agreement because Bloomington didn't technically give us proper notice wouldn't we, if we were to prevail, get about \$700,000 for their additional payment? Mr. Ruud stated the following: I don't have the exact figure down, but I think their annual contribution amounts to approximately \$700,000. Mr. Zeunik stated the following: it is on page 147. It is currently \$710,454. Member Renner stated the following: theoretically, if we were to sue them we could obtain \$700,000 even if we did approve this agreement. Is that accurate? Mr. Ruud stated the following: that would be the amount we would ask for. Member Renner asked the following: how likely do you think we would be to prevail in that? Mr. Ruud stated the following: I'm not going to make a comment on that. Member Berglund asked the following: if we did prevail on that, how long would it take us to get that money? Couldn't that be many years down the road? Chairman Sweeney stated the following: let's not get involved in this type of discussion. Member Berglund stated the following: if we did go this route and sue the City of Bloomington and receive the \$710,000 would that be after expenses are taken out? Mr. Ruud asked the following: are you asking for time duration and amount? As far as amount, I cannot comment on that because I'm not exactly sure what the judge would rule – if the judge would decide to split the difference on the basis of constructive notice. I really don't know. As far as the length of time, I can tell you this, the last lawsuit we were involved in with the City of Bloomington lasted over 10 years. I'm not saying this one will, but this will likely last a couple years depending on how many parties are involved. Who knows who else might want to jump in, if anyone? Again, it is very difficult to tell, but the general rule of thumb is probably a couple of years. Member Berglund stated the following: would it still hurt the citizens of McLean County no matter which way we went in going for a lawsuit? By not agreeing on this today, the citizens of McLean County would get messed over. Mr. Ruud stated the following: I cannot comment on that. Chairman Sweeney stated the following: so there is no confusion, I don't want this to get into a debate type of situation. I would like it to be more professional as we go from Board Member to Board Member and whatever they want to say is welcome. Member Cavallini stated the following: I am not sure we gain anything by talking lawsuits but I think we need to talk. I think we need to talk directly to the elected officials of the City of Bloomington, Town of Normal, and all the players in this entire MetCom situation. I hear stories from one side and from the other side and it is very confusing to try to figure out what is right, what is wrong, and what the perceptions are. I think we need to get everyone together in the same room and talk this out. We are talking a lot of money here for the taxpayers in Bloomington and the outlying areas. This is a vote that I don't think anyone can win. We need to communicate with all the parties. That has not been done. Why can't we have a joint meeting, talk this out, and push this vote off until we have that meeting? We need to get some final clarification so that we can understand where we are going to go with this. Chairman Sweeney stated the following: as an editorial comment, and I have said this many times, when the City of Bloomington decided to get out of MetCom, John Zeunik called me when I was in Chicago on a Friday night and told me that on Monday, Bloomington was going to get out of MetCom. That is the first that we knew anything about it. I asked for a 30 or 60 day extension

so all the governmental bodies could look into this and see if there was a way to put a compromise together and the City of Bloomington said no. They did not want to deal with the other governmental bodies. They acted like big brother and did their own thing. That is my editorial comment for the day. Member Segobiano stated the following: I am going to vote no on this motion and I think all of us need to realize what we are really talking about here today. We are talking about a system. I think we need to extract governmental bodies and taxpayers from the discussion and talk about a system that we are trying to correct. Many years ago when this system was put into place, it was not the one that was recommended by the experts who designed the system. We went and bought stuff that was on the shelf and consequently we are suffering the results of that decision. As Member Cavallini said, we need to sit at the same table and that is exactly what we need to do. There was an election recently held and Bloomington is changing. There was a mayor's position and a couple of aldermen positions. There are people in this room who have talked to some of these incoming aldermen and the mayor and they all have expressed a desire to take a look at this. I think as a governmental body we need to give them the opportunity to take a look at this system. It doesn't mean that down the road they can't go back and substantiate and reaffirm their decision. If it were us, if the shoe were on the other foot, we would certainly respect and expect Bloomington to give us an opportunity to look at this decision. There have been a lot of figures tossed around of what it will cost if we vote no on this and what we will save if we support it. The money will be there no matter what decision we make. It is just about how it will be spent and how it is going to be distributed. I was asked the question if we vote no on this will the money we made be on the table if Bloomington chooses to withdrawal? I think we have honorable people serving there at the City of Bloomington. I think the incoming mayor is an honorable person and if they chose to sustain their action, that money will still be there. In all good conscience, not only for this Board but for those new people coming into the City of Bloomington, we need to give them the opportunity to take a look at it. Let them have a decision in this process so that all can be better served. I am going to go back to the fact that we are talking about a system here, the system that protects all the police officers of McLean County, which includes the City of Bloomington and Town of Normal. It also takes care of all of our fire departments. I had some lengthy discussion with individuals serving on the Bloomington Fire Department as well as the Police Department. There are some problems but they readily acknowledge they have decreased since Tony Cannon has come on board. All you have to do is look at the volume of calls that have come in and the number of complaints. We owe it to them. I will vote no on this and give them opportunity to take a look at it. Member Owens stated the following: I too will vote no on this agreement. Someone, when we discussed this among ourselves, referred to this as a divorce. This is something that we don't want to happen but is going to happen. The thing is, as these two members have stated, when someone goes through a divorce, usually there is a time period when they want to try to work things out but we have not gotten in that position yet. They just said they want to get divorced and that is that. They have not come to the table and the comments stand. The other thing is I have not heard from anyone, at church, dinner, or parties that says this is the right thing for the City of Bloomington to do. I think people in Bloomington have shown that at this last election. I agree that if we go back and vote this down the new mayor and city council will look at this and if they want to vote no that is fine. I think based on that merit that I will vote no on this and ask fellow colleagues to vote no as well. Member Gordon stated the following: this is clearly one of the more puzzling and confusing issues that has come before the County Board. I was talking to another Member of this Board earlier before the meeting started and I heard the comment that citizens are outraged that the County is leaving MetCom. There is confusion even in the community. I've gone back and forth in my own mind as to how I will vote and how I think we should vote. I agree with what was said

about giving Bloomington an opportunity to reconsider but unlike my colleagues and friends, I think the likeliest scenario where Bloomington might be inclined to undertake a good faith consideration is that if we vote to approve the agreement, not to disapprove. My reasoning is simply this, the agreement was negotiated in good faith among the top administrative personnel of the County of McLean, from the City of Bloomington, and the Town of Normal and for better or worse the Town of Normal's Council voted to approve the agreement. They indicated publicly, at least several members did, that they were unhappy in doing so. If we would approve the agreement I would frankly be unhappy in voting to approve, but I shall. I don't think in this atmosphere of growing distrust that our acting to shoot it down at this point is going to make the new and old members of the Bloomington City Council more inclined to take a fresh look without a framework of possible replacement framework in place. I realize that may not strike everyone as a realistic scenario but I'm thinking in terms not only of the dollars and not only of the service available to the citizens of Bloomington, Normal, and the County, but I'm thinking in terms of the history of intergovernmental cooperation and the atmosphere in which that has developed. I think there has been damage done to the atmosphere of intergovernmental cooperation and I don't want to see McLean County's Board add to that damage which I think a vote of no would have the effect of doing. Member Sorensen stated the following: I'll try to make it brief. I'll confess for Mr. Owens that I am the Member that equated this to a divorce. Being someone that has actually been through a divorce, I will remind Member Owens and other Members of this Board that there are very few States in the United States that have what they call basically a no-cause divorce, a no-fault divorce. In the State of Illinois, if your spouse wants a divorce, if they don't have a good reason they make one up and everybody knows that. They accuse you of mental cruelty or whatever, the judge signs it, and it is done because you need a cause. This conversation about whether or not Bloomington is making the right decision or not making the right decision, I would encourage us to think of this in this context. The City of Bloomington felt like they needed some reasons. The facts speak for themselves. MetCom is 99.928% accurate according to the statistics. MetCom is a good organization and they do good work. You can read the problem reports that were provided by the Administrator's office at the request of the Executive Committee in your packets. MetCom is a respectable organization and they do good work. Bloomington clearly just wanted out so they made up some reasons why they should get out. All of that said, we can choose to table, we can choose no, or we can choose yes on this but the bottom line is that I think none of us can say with an extremely high degree of certainty exactly what Bloomington is going to do. To that end, this agreement provides us with the best of several bad safety nets that we can put into place underneath what Bloomington may or may not sign. To that end I am supporting this resolution. I think the resolution tells the story, puts the safety net in place, and at the same time it invites the City of Bloomington to reconsider their position. I don't know what else we can do. We cannot control their actions. Chairman Sweeney asked the following: is there any other discussion? Member Segobiano stated the following: I would like to respond to the damage we would cause if we vote no. I know there is a strong desire on the part of some of the officials in the City of Bloomington to revisit this issue. I attended the City of Bloomington Council meeting a week ago and Mayor Markowitz referred to approximately 170 intergovernmental agreements that we are all involved in. There is cooperation going on and I think that will continue to go on regardless of our decision today. We are talking about a system and there are new people coming on board who really want to take a look at this. We are not going to impede them. The contract that the City of Bloomington has entered into, if I am correct, all three governmental entities have to agree on for it to become a legal document and put into operation. I think that we, by saying no, stop that and we give the new people an opportunity to take a new look at this agreement. By voting

yes on this, those contracts are legal and can be enforced. That's the information that I have been given. I think our no vote here today simply says to the Bloomington City Council and incoming Mayor, here is an opportunity that we have offered you to take a look. We cannot tell them what to do. We are only offering them an opportunity, a means, and that is what we are doing with a no vote. We are offering them an opportunity to revisit the issue. I certainly would stand up on the floor of this Board and vote for whatever decision they made after these new people have had an opportunity to visit this issue. I would support their decision but right now I think there are new people coming in that want to take a look at it. As an elected body ourselves, we need to give our brothers and sisters that opportunity. Chairman Sweeney stated the following: I need to respond. Don't forget that on April 25th the City of Bloomington is having their last meeting for the current Council. At that time, they can reconsider the intergovernmental agreement that is on the floor today. They could then, at that time, have someone make the motion not only to reconsider it but they can also kill it. I want you to know that if you are going to vote no. I would rather, if you know that you have the votes, that we table it in time certain, two or three months, to give that Council opportune time to do that, instead of killing it and letting the current City Council that voted unanimously to get out of MetCom reconsider it on April 25th. Member Selzer stated the following: I understand that someone from the prevailing side would have to bring it up to reconsider it at Bloomington. Chairman Sweeney stated the following: all eight are on the prevailing side. Member Selzer stated the following: yes, but if we are hanging our hat on the new people coming in, then they are not going to be able to bring it up for reconsideration. Do we believe that the people who voted this down to begin with are now going to say let's re-offer that money to the County again after we voted it down? I think we are playing in Bloomington politics and it's a place that I don't think we should be. The other side to that thing is if we turn this down and they decide to stay in, we are then stuck with a contract that I think is quite honestly terrible. So if they have the votes to overturn their decision, then let us be gentlemen, as Member Segobiano said they are, let's all of us be honorable people and when they come back with a new proposal let's entertain it, but let's put a contract in place that has the right clauses for getting out and that has everything clearly defined. We can do that at any time, so if they've got the vote, voting yes and agreeing to something that is a safety net is the right thing to do. We can always re-look at it if they want to enter back into MetCom. Member Gordon stated the following: I will repeat two things really quickly. Consistent with what Member Selzer just said, I strongly believe we need a framework in place, meaning approval of this intergovernmental agreement, so that if Bloomington is so inclined there is a framework in place rather than a somewhat more disputed, somewhat more contentious, old agreement. I think we need something that Bloomington has agreed to so that they feel they can come back to it and it's something adopted more recently. The other thing is that, quite frankly, if we are hoping that in good faith Bloomington might reconsider their decision to depart from MetCom, I believe that we should show some good faith by approving an agreement that was negotiated by the top administrative personnel of all three governments. It is more a matter right now of good faith and rebuilding trust and I would like to see us hold up our end of it. Member Nuckolls stated the following: I have a procedural question. You mentioned it briefly. What would be the advantages if we would in fact not vote yes or no but table this instead? I am also saying this in response to Members Cavallini and Segobiano's earlier comments about entertaining some type of a joint-meeting session with the other councils. Mr. Ruud stated the following: as far as the mechanics of how to table, tabling in Robert's Rules is done by a simple motion and second and it is not debatable once it is tabled. It only requires a majority vote to lay this on the table. You can lay it on the table indefinitely, until the next meeting, Christmas, or whatever your desire. Customarily, you just lay it on the table and then if you want to bring it up again at the next

meeting you are fine. It is a motion and a second, no debate. Member Nuckolls asked the following: if I were to make that motion would it be a substitute motion with no debate or discussion afterwards? Mr. Ruud stated the following: that is correct. If it is seconded you would go right to the vote. Member Nuckolls stated the following: I'm going to step out of the box. This is in response to some of the comments I have heard and in hopes of coming to some resolution and meeting. Something we have not done thus far is having some sort of joint meeting with the other Councils and discussing this openly. I would like to make a substitution motion to table this. I don't have a particular date in mind. Chairman Sweeney stated the following: I am not going to accept that at this time because there are quite a few people who have raised their hands but I will entertain that later during this discussion period. Member Nuckolls stated the following: that is fair enough. Member Sorensen stated the following: I will make a couple of quick comments. There is another unintended possible effect of the tabling motion that I wanted to illustrate. Considering the fact that I won't get to talk about it if the tabling motion is made, I am going to talk about it before hand. First of all, this agreement is about money but it actually is about so much more than that. I would encourage Members, if you didn't get a chance to earlier, look at page 142. It illustrates the fact that this agreement is about procedures if Bloomington leaves. This agreement is about complying with the ICC standards if the City of Bloomington should leave. This is about backup agreements between MetCom and Bloomington and Bloomington and MetCom should Bloomington leave. This is about so much more than just money. This is about how people in Bloomington/Normal or Bloomington will access their emergency services should Bloomington decide to move along with their plans to leave. Without an agreement like this in place, Bloomington, should they decide to move ahead, leave, and continue their plans, won't be under any obligation to comply with many of these things. We like to think that they will still provide a high level of service and so forth but the formal structure around the back up agreement, ICC compliance, procedures and protocols, and emergency services won't be in place. While this agreement is about money it seems to be the thing that people tune into, this agreement is really about a whole lot more than that. The other thing I guess I will say is in my mind a no vote on this question is a gamble. You are putting the quality of emergency services dispatched for Bloomington residents on the table and what you are gambling is that the City of Bloomington will reconsider and change their mind. If you are willing to gamble that then I guess a no vote is up to you. I for one am not willing to put that on the table. I am not willing to make that gamble and I will continue to vote yes on this topic to put the safety net into place and move ahead. On the topic of a motion to table, there is a critical timing issue to this and Chairman Sweeney referred to it. The current Bloomington City Council, which probably includes at least one, and probably two, members who are a little bit unhappy about the fact that they won't be there a month from now, will still be there. The same City Council that decided to get out of MetCom gets one more bite at this apple. They can do pretty much anything they want. If this agreement is not in place by that date, we are not dealing with the new City Council, we are not dealing with the new Mayor, we are dealing with the old City Council for one more month. Our failure to put the safety net in place prior to that meeting basically just decreases your odds on your gamble. Member O'Conner stated the following: I agree with Member Sorensen that this is not really about the money. I think it is more about living up to what you have given your word on. They gave their word that they were going to live up to this intergovernmental agreement. By our allowing them to change it, that is giving them carte blanche to change any of our intergovernmental agreements any time they want to. I think we need to ask them to live up to the letter of their contract and to be as honorable as their word, therefore I'm voting no. Member Selzer stated the following: just for clarification, I'm not sure if we are arguing whether they gave us the letter on time or not but I just want to make sure there is no misunderstanding

on my part and that everybody who is a party to that contract has the right to pull out of this. We can argue whether we got the letter or not. I will also be the first person to get on any stand anywhere and say we all knew about it. We talked about it at this meeting prior to the official letter. I just want to make sure that there is not another issue that I missed. Chairman Sweeney asked the following: Sheriff would you like to go to the microphone? Sheriff Owens stated the following: I have been in the middle of this parade for months or maybe years, along with a lot of other people and I don't support the fact that Bloomington is leaving MetCom. I have been very open about that. I do support the intergovernmental agreement and I will explain why I support it. It guarantees that we will get \$340,000 over the next three years to support the MetCom operation. It will allow a reduction in staff at MetCom and will reduce MetCom's overall operating budget. It will allow better management of existing MetCom staff by having all of them within the same building and provide sufficient operations. It will have a less negative impact on future County and Town of Normal budgets pertaining to the support of MetCom operations. It spells out the responsibilities of all parties involved and provides accountability. It takes away the possibility of litigation and liability regarding forwarding of 911 calls to the City of Bloomington and notification issues with City of Bloomington. That is a liability and a possible litigation concern that I have. If this agreement is not approved by the Board, in my judgment, it will ultimately cost the taxpayers more money. We know it is going to cost us more money anyway, but it's going to cost us a lot more money if we don't enter into the agreement. We are not punishing the City of Bloomington by not agreeing to this agreement. It could have a direct impact on my office next year when we go to budget time. We are spending a lot of money on MetCom. That is a realistic expectation for me as the Sheriff of McLean County. If you approve the agreement and if the City decides to reverse their decision and come to the table with the Board, we still have that option. It doesn't take that away from us in any way or form, in my opinion. Again, I think it is a mistake for the City of Bloomington to leave MetCom. I have been pretty open about that but I want to protect the interests of rural County residents and residents of McLean County and protect our very tight budget. We don't know what is going to happen with that in future years. It continues to be tight and will become tighter if in fact we end up spending a lot of money to continue operating MetCom at its present level. If we enter into this agreement and the City doesn't reconsider, MetCom can operate with less people and a lower budget and we have some guarantees and revenue coming in to support that for at least three years. Again, if you had an opportunity to read page 141, by agreeing to this you are not taking anything away from the ability of the County to negotiate this with the City if the City chooses to reconsider. I think that's the unknown. We don't know what is going to happen with the City, even though there has been a change in the cabinet and also with the newly elected Mayor. I served with Steve for many years on the ETSB Board, ever since I was Sheriff, and I know he has been pro MetCom for a long time. Just like the Board is made up of 20 individuals, the Mayor is only one of many. I ask, as Sheriff of McLean County, that you support the intergovernmental agreement because this is the best thing we can do. I don't like the situation. I don't like the idea that the City has left. I worked hard to build cooperation amongst law enforcement agencies since I have been Sheriff and I am involved in State agencies that promote that on a daily or weekly basis. I think it is a step backwards, in my opinion, but we need to make the best of it and see what the future brings. Thank you very much for the time. Member Segobiano stated the following: a moment ago Member Sorensen talked about taking a gamble and I don't know if I stand alone but I have been known to make a wager now and then and probably will continue to do that. We talked about the City Council meeting on the 25th and they will adopt a budget. That's their duty and responsibility and I applaud them for that, but by the same token whatever action they take in regards to the budget, nothing is to say that Bloomington is not going to have the prerogative to

amend their budget regardless of the action taken at their next Council meeting. All the discussions we've heard, and even the Sheriff's comments don't guarantee the new members an opportunity to be heard. Member Cavallini started out by asking all parties to sit down and talk about this. Member Nuckolls is contemplating a motion that will give us an opportunity to get some facts and I think we are due that. In my opening comments we talked about a system and that is what we are voting on, not money. We are voting on a system for the citizens of Bloomington, Normal, and McLean County, a system that can be fixed and should be fixed. It takes everybody sitting at the table and addressing the errors, whatever errors took place at the current MetCom situation. The City of Bloomington cannot, nor will they, put in writing that they will guarantee us that there will not be human errors. If Member Nuckolls is willing to make this substitute motion, I certainly will support it and second it and give these new members an opportunity to address this issue and they may whole-heartedly support the withdrawal, and as I said a moment ago, I would support their decision, but I think we owe them that opportunity. Member Dean stated the following: I will be the first to admit that I live on the edge out there so I am not privy to a lot of this discussion that happens within the City here. I cannot see any downside to moving forward with this proposed agreement. I appreciate the Sheriff's comments and also I am having trouble with tabling this too, given the timing of this issue. I would like to see us move forward with the approval of this agreement. Member Rackauskas stated the following: this is a very difficult situation for everyone because we all did not want Bloomington to pull out of MetCom. That is one thing we have in common. That is why it is so difficult. I watched Normal City Council. Not one person on the Normal City Council wants Bloomington to pull out. There is camaraderie on the issue but what is the next step? I would like to go along with Member Nuckolls on tabling this only because if we do sign the agreement now we will never get down to the bottom of what really is the problem with MetCom. We have not had a good discussion as Member Cavallini has said. We need that discussion. From this whole incident, from this experience, we have gained nothing and learned nothing. If we don't gain from our experiences, that is the greatest loss - not \$340,000. That is a drop in the bucket if we don't learn from our experiences, and if we cannot have a discussion. We are a community. We need to talk as a community. That is a small price. Mr. Sorensen, I am ready to take a gamble on \$340,000 because that is a small price to have a community speak together, who worships, works, and goes to school together and that's what we need. I support Member Nuckolls on tabling this so we can go on with it. Chairman Sweeney stated the following: Mr. Zeunik would like to make comments from page 143. Mr. Zeunik stated the following: as has been pointed out earlier, the proposed agreement that's before you was negotiated by the two City Managers and myself and at the bottom of page 143, in the Sheriff's and my cover memo to the Justice Committee, I included three important points that came up during the discussions with the Bloomington City Manager and the Bloomington Chief of Police. I think it is important to state those here because I think those speak as much to the City's decision and the City Council's decision to leave MetCom as anything we've talked about this morning. I think they speak more to the issue than even the problem reports which follow. That is the City's decision was based on their desire to exercise direct supervisory control over the dispatchers. The bottom line is they want the TCs to be City employees, period. They are unhappy with the fact that the Police Chief does not exercise direct supervisory control over the TC's at MetCom. That statement has been made in discussions with both. The second point is to develop emergency dispatch operational policies and procedures specific to the City's needs. There again, both the City Manager and the Police Chief have said, in their mind, the City of Bloomington requires what they refer to as an urban dispatch. They don't believe that exists or will exist in MetCom. The third point is to appropriate funds for the purchase of additional equipment. One of the issues that the City has

raised with MetCom is they only have two votes on MetCom, their City Manger and their Chief of Police. The County has the Sheriff and me and Normal has the City Manager and their Police Chief and then we have a rural representative on fire. They have two votes. There are specific pieces of capital equipment and specific pieces of other operational equipment that the City would like to purchase, certainly intends to purchase. Both the City Manager and the Chief of Police had indicated that during these negotiations and they feel that because of the current structure of MetCom they basically do not have the ability to do that. I think it is important, whichever way the Board decides to vote this morning, whether you vote to table or whether you vote to approve or not approve this agreement, I think it is important to consider those variables in your decision because those variables were brought up during the negotiations between the City Managers and myself when this agreement was crafted. From my perspective, I think that speaks as much as anything to the City's decision. Thank you. Member Sorensen stated the following: I appreciate Member Rackauskas's perspective. I guess I will remind the Members of the Board that the money was the small part of the gamble. I agree with that. The other part was Bloomington agreed to procedures, processes, and reporting. Mr. Segobiano referred to the fact that they may have mistakes down the road if they move to their own dispatch center that we may never hear about. Under this agreement as it is presented today, we will hear about them. There is a reporting process in place where they will have to file reports consistent with ICC standards. That is all part of the safety net and gamble. I have a quick question for the Administrator's office. I am assuming that there has been some input and some guidance provided by Mayor Elect Stockton and/or by new council members to their own staff over there. Have you had a new opportunity to visit with the City Administrators in the last couple of weeks on this topic? I guess, specifically, if you have, have they been directed to start crafting any new alternatives to what the City has been talking about historically? Mr. Zeunik stated the following: no, sir. Member Rackauskas stated the following: Mr. Zeunik, you mentioned those three different ideas that had been discussed and the City's reason for removing themselves from MetCom. Did they not know going into MetCom that they would not have direct supervisory control over the dispatchers? That was a known factor when they joined MetCom, correct? Mr. Zeunik stated the following: you are absolutely correct but you also have to understand there has been a change in leadership in the Police Department since the original intergovernmental agreement creating MetCom was approved back in 1997. Member Rackauskas stated the following: then these are not problems that have arisen since that agreement, since MetCom started. They knew that they would have limitations and we are always going to have a change in Chiefs. Mr. Zeunik stated the following: those issues and concerns are what the current Chief of Police and police hierarchy have raised and have sited as reasons why they think it is important or why they would like to separate and have their own dispatch facility in the police department under the police department. Member Rackauskas asked the following: wouldn't that set up a precedence with all intergovernmental agreements though that when you have a change in hands it voids that intergovernmental agreement? I hate to set that type of mentality up that when you have a change of hierarchy you also then don't go along with what were the original provisions of an intergovernmental agreement. These requests that they seek were all part and known of MetCom. The only difference is the change in Chief. Do you see what I'm saying? We could set ourselves up in situations every time there is a change of hands. There has got to be some consistency when you have contracts. Mr. Zeunik stated the following: the same thing is true with the elected governing bodies in terms of intergovernmental agreements. Those members change and the direction can change there as well. I think the perception when an individual serves on the governing board of MetCom, which by the intergovernmental agreement, the Police Chief and City Manager are appointed members of that board, I think when there is a change there could also be a change

in philosophy and direction. That individual, irrespective of the fact that they sit on MetCom, will communicate that back to the organization. Clearly, these are issues for the current Police Chief and the current police department. That is just the point I wanted to make. I think it is important to understand and recognize that. Member Harding stated the following: when I came in here to day I was on the fence on which way I wanted to vote. When I ran for this position, people would ask what do you do on the County Board. It is work to be a Member of the County Board. I am very proud of all of us. We have been out talking to people, asking people, and listening. That's our job. Chairman Sweeney said that Bloomington was given the opportunity to talk with us and they said no. If we give them another opportunity to talk to us, they can still say no. I was on the fence on did I want to vote for this or did I want to table but in listening to everyone and thinking about it further, I think if we table it we did not come to work today. I think we need to make a decision today. Member Renner stated the following: I just want to say that I certainly agree with what Member Rackauskas said and Mr. Zeunik. You are going to have changes in personnel. The thing that troubles me most is not the changes in duly elected officials, it is a change in somebody that is appointed and that's what is particularly disturbing in this. I do agree with Member Harding on this. I think that all of us are conflicted in this decision. I'm not sure that I came here thinking that tabling it would be a good idea. I am still undecided. If I were backed into a corner, I would vote to approve this but I am not so sure that another 90 days might not be a good thing. Member Owens stated the following: going back to what has been said, the biggest thing for me is that there is a system as Member Segobiano stated. We have 170 agreements with the City of Bloomington and they all have, as far as I can recall, an out clause. It's a process. The City of Bloomington can pull out of MetCom, yes. There is one little thing that was needed and even the City has said they messed up but they did not send us proper notification. Now as Member Selzer said we knew about it because we talked about it. My own theory is this. If I want to run for public office, I can go to PeggyAnn's office every day for a year and say I am going to run for this position. I could go out and work my tail off. There is a process though that you have to go through. This would be like if on the day of the election I looked at the ballot, saw my name wasn't on there, and then went to her office to ask why it isn't on the ballot if she knew I was going to run. She would say I didn't file my petitions. There is a process. This is the biggest thing. It is all about process. We even had, and it was in the Pantagraph and on TV, the City Administration say they didn't give proper notification and then they called and said we were being nitpicky. I don't want to set precedence that they can just waiver on their out clauses to the other agreements. If we vote on this knowing that they had voted to pull out but they didn't send us the proper notification, what's that going to do to future intergovernmental agreements? That is the biggest question I have and I have a problem with the fact that they did not go through the process. Member O'Conner stated the following: I would like to call for the question. Chairman Sweeney stated the following: I think that is still out of order because there are still other people who have raised their hands. Member Cavallini stated the following: I have a great deal of respect for the Sheriff and for the County Administrator and the work and the thought they have given this issue. I feel that tabling it does represent work on everyone's part and offers us the opportunity to bring all these people together face to face. I am going to ask Member Nuckolls to make the motion to table this and Member Segobiano to second it and I am going to vote to table. I would also like to consider our introducing a motion to bring all the elected officials together to deal with this face to face. Chairman Sweeney stated the following: we can't do that today because it is not on the agenda. How many other people want to speak? Member Hoselton stated the following: I have been reading everything you gentlemen have been sending out. I am one of those guys that actually reads this book and I'll tell you what. This is a no win situation here. We can table it and if we really think that City of Bloomington is going to walk

in to our hallowed hall and sit down and talk to us eye ball to eye ball, we better take a look in the mirror because I don't think that will happen. Now granted, I think maybe the City Manager and Chief of Police for Bloomington may sit down and talk to our officials but I don't think we will ever get the respect from the entire Council. Since I was the mayor of a small community I think the City of Bloomington may believe what they are doing is the best thing for their community. I really think they think this is the way to go and they haven't given any consideration or thought for the Town of Normal or my particular part of the world which is rural McLean County. Of course they weren't elected to think that. Member Bass and I are on the Highway Department and we've run into the City of Bloomington on more than one occasion. When they state a position they pretty well have tunnel vision and we have some difficulty in negotiating. I can see where Member Nuckolls is coming from and where my colleague from District 1 is coming from but the water is over the dam. I really think we are just whistling Dixie if we don't make an act today. As I understand it, this is our County's agreement to the City of Bloomington. They have agreed to this and I know it will cost us dollars. I have had a lot of discussion in my area about the dollars but let's put the dollars aside. Will 911 still protect the people of my district and the people in McLean County? Will this be a helpful thing? I have got to think in that vein. I really think it will. We will get the dog to quit nipping at our heels and we can get better organized. If Sheriff Owens honestly feels this is the best way to go, then I have got to lean in his direction. Member Ahart stated the following: I came into this meeting today fully certain I would vote against this because I don't want to see Bloomington leave MetCom. I think that all of us are looking at this emotionally when in fact Bloomington already has made a decision to leave MetCom. I take into high consideration that the Sheriff and Mr. Zeunik have said that if we vote for this proposal, it is a way that we can move forward. That is what we have to do so I think I have changed my mind and I intend to vote for the proposal and against tabling and I hope that we can move on. You know there is nothing to get Bloomington to talk with us if we vote this down. There is nothing to get Bloomington to talk with us if we vote for this. It is still in Bloomington's court but with this proposal we at least have a mechanism so that we can proceed forward. Member Berglund stated the following: I agree with Member Harding about coming here today to do a job, not to table. We have come here to say yes or no and I intend to say yes for this agreement. Member Baggett stated the following: to me this comes down to either holding them to a technicality for another year or accepting an agreement which in essence is kind of like a pay off over the next three years. Given the choice between these two choices, I would rather hold them to the technicality. That seems to me the more honorable way of going about it. Member Selzer stated the following: I want to say too I have enjoyed the discussion on this but I do agree with Member Harding. We have come here to do a job. The City and the Town have presented us with an agreement that they've approved and I think we need to make a decision, right or wrong, go with that, and see where it goes. Member Gordon stated the following: my only concern about holding them to a technicality is that it may increase the possibility of litigation. I wrote down a question in my notes early in the conversation when we first referred to litigation and I appreciate not wanting to turn this into a discussion on that but if there were to be litigation what happens to MetCom service while that litigation is proceeding? I really think there are risks to MetCom's service if we try to hang our hats on a technicality. It has been called that and I don't disagree with that but I want to ask what happens to MetCom service for the City of Bloomington, for the Town of Normal, and for the citizens of rural McLean County. Mr. Ruud stated the following: if we go to lawsuit we will be treated as if it is was a denial of the intergovernmental agreement. We would be in limbo and during that limbo period Bloomington has stated their position. They are out. MetCom would then have to find a way, and Tony I'll need your help on details, but MetCom would have to find a way to answer 911

calls coming from within the City of Bloomington and figure out how to get them dispatched to Bloomington, with the unique system that Bloomington has, that doesn't interface that well with our existing MetCom system. Please correct me if I am wrong but that is going to go on during the time the lawsuit is pending. Member Sorensen asked the following: Eric are you saying that effective Jan 1st even if we are attempting to hold them to the technicality of the notice, Bloomington Police Officers and the Bloomington Fire Department will not be dispatched out of MetCom? Mr. Ruud stated the following: if Bloomington fully intends to go their own way, then MetCom has this situation where they are going to have to figure out not only how to answer 911 calls from Bloomington but also how to get them to the people that are going to have to respond. Member Sorensen stated the following: so you are saying the only part of this technicality is that the 911 phone will still ring at MetCom but then MetCom dispatchers will be largely ineffective in terms of their ability to directly dispatch Bloomington resources. They will have to transfer it to a Bloomington dispatcher. Holding them to a technicality doesn't mean that we are keeping them in MetCom. Member Hoselton stated the following: at the same time Eric, we would also have Normal as our backup so we will have three independent, maybe two, 911 stations, Bloomington, Normal, and MetCom during this interim period. Mr. Cannon stated: just to elaborate on this particular scenario, if Bloomington does indeed follow through with what they claim they are going to do, walk out the door December 31st and operate their own dispatch center, they will handle all of their non-emergency traffic both for police and fire. They will have their own system to do that. Without ETSB allowing them to be a PSAP which is the next step in this phase, we at MetCom will continue to take all 911 calls. If it is a 911 call for the City of Bloomington police or fire we will be responsible for dispatching a unit. We are not allowed to transfer the caller. It is not allowed by the State. We will have to pick a unit and hopefully that unit is not tied up on a non-emergency or self initiated call. If they are we will have to pick another unit. We can go down a list of everybody working that day, if we know who is working, and hopefully find someone to respond to that call. That is my concern. Chairman Sweeney asked the following: is there any other discussion? Member Bass stated the following: this is a frustrating thing. Someone said we are here to do business and we ought to do it. We are doing business. Whether we table it or not is immaterial. If that is part of our business then let's do it. I cannot understand why we can't table the thing and give the City an opportunity to thumb their nose at us again and go on with business. I would fully support our colleague Mr. Nuckolls. This is a frustrating thing. It's an embarrassing thing to say the least. I'm embarrassed that Bloomington has decided to do what they are doing. They have an opportunity to turn it round, change their mind, because we thought they were a little premature but if they still want to give you that hand salute, go ahead and let them do it. Member Rackauskas stated the following: I am always concerned about the safety of everyone out there. If Bloomington just pulls out, what would happen? Would a judge not intervene and order that Bloomington would have to stay in for their term? I can't believe this. This would be for the security of a community and a judge isn't going to say that Bloomington has to honor this? I think the discussion is going to give the idea of almost bullying us into an idea that we would be unsafe. Chairman Sweeney stated the following: all you have to do is look at what happened in Florida in the last year and one half. Is there any other discussion? Member Berglund stated the following: I have another question. Mr. Ruud, you said that Bloomington could pull out, just leave, and do dispatching themselves but it would have to go to MetCom first. Would that not delay all of the Bloomington rescue calls if it goes to MetCom then they have to figure out how they would go into Bloomington? The eight of us that represent the City of Bloomington, would we not be putting our citizens second over this? Mr. Ruud stated the following: I will answer the second part because I think that Tony has addressed the first part. You can see the protocol that will have to be conjured up in order

to find the right Bloomington emergency vehicle to respond to a call. The big concern that lawyers have, at least these two lawyers that represent the County Board today, is liability. Right now we have clear cut demarcation as far as liability. We can pinpoint whose fault it might be if there is some kind of negligence in the MetCom scenario. With a change in the scenario having Bloomington being on their own then at the same time having that scenario be that MetCom continues to have to not only answer the 911 calls but also find somebody to dispatch, that liability will go through the roof for us. I think that answers the second half of your question. It is going to be an increase in liability not only for us but also for Normal because we would be the remaining co-partners in MetCom. Member Berglund stated the following: would that delay the rescue response to the person who has called because it would have to go through MetCom and then to the City of Bloomington. Mr. Ruud stated the following: I think that was what Tony was implying. He is nodding yes. Member Berglund stated the following: I just want to make sure that everyone is clear on that because there are eight of us that represent the City of Bloomington on this Board and we have a responsibility to support the citizens of Bloomington. Member Nuckolls stated the following: when I walked through this door this morning I was fully prepared to vote no on this resolution. I have been hearing some of the arguments and respect everyone who has spoken. Sheriff Owens and Tony Cannon are two gentlemen that I have the utmost respect for and I understand all that they've been going through in the last months in addition to yourself, Chairman Sweeney, and John Zeunik the County Administrator. This is very frustrating and has been a lot of work but you know what? The mention of work came up today and I'm not prepared to stop. I would like to continue to work on this and that involves something we have never done. This Council said this, this Council said that, and he said something else. In an effort to get, and I understand that very well may never happen, but I would like to see us as councils meet and discuss this jointly if possible. This might be a last ditch effort in trying to maintain and save this intergovernmental agreement, but I would like to go ahead and offer a substitute motion to table this. Chairman Sweeney asked the following: is there a second? Second by Member Segobiano. You can't speak to this at all. Nobody can speak to it. There is no discussion on the table. Member Nuckolls stated the following: I would like to add something to my substitute motion if I could please. Chairman Sweeney stated the following: no, you made the motion, I am sorry. I am sorry, you made the motion that is on the floor now. We have a tabling motion. By a yes vote you are agreeing to table the motion and a no vote means you are not and the Chair will vote. Member Segobiano asked the following: just as a point of information, the tabling of a motion has no timeframe on it but a tabling motion can be withdrawn from the table at any time. Roll call please and the Chair will vote. Member Moss stated the following: before you take that vote I would like to go on the record as intending not to vote on this because of a continuing possible conflict of interest. Chairman Sweeney stated the following: thank you. It will be 19 votes now. Clerk Milton shows the roll call vote as follows: Cavallini-yes; Dean-no; Gordon-no; Harding-no; Hoselton-yes; Nuckolls-yes; O'Connor-yes; Owens-yes; Rackauskas-yes; Renner-yes; Segobiano-yes; Selzer-no; Sorensen-no; Ahart-no; Baggett-yes; Bass-yes; Berglund-no; Bostic-yes; and Sweeney-no. Chairman Sweeney stated the following: the tabling motion is accepted 11 to 8.

Member Sorensen, Vice-Chairman, presented the following:

Please check the applicable sale type:

ICB is defined as:
The custom pricing of a product or service that is available in the local/state tariff

Special Assembly is defined as:
The custom pricing of a product/service that is not available in the local/state tariff

Special assemblies are subject to state regulatory threshold guidelines. Should the state regulatory threshold be exceeded prior to the receipt of a signed contract for this proposal, this service will not be available until a general tariff offering is available. Please refer to <http://esc.compliance.verizon.com/pdfs/RetailContractRegulations.pdf> for more details

IMPORTANT NOTE TO SALES: MAKE SURE CUSTOMER UNDERSTANDS THE FOLLOWING CONDITION. Verizon's provision of these Services as stated herein is subject to Verizon's receipt of all necessary regulatory and other governmental approvals, including filing and Commission approval of applicable tariffs and individual case basis arrangements that may be required to provide the Services under the terms hereof.

Customer Name: McLean County Government
Street Address: 104 W. Front St.
City, State, Zip: Bloomington, IL 61701
BTN: 309-888-5000

- Term of Contract: The Customer agrees to purchase this service for twelve, twenty-four or thirty-six consecutive months.
- Indicate under what tariff the service is to be provided: Local (IntraExchange)
- CPC Contract Review requested: NO:
- Services are: New - Need to be installed (approximately days)
 Existing - (Converting Tariff to ICB)
 Existing - (Renewal with Changes)
 Existing - (Renewal)

Expiration Date of Current Contract (if known) 5/6/2005 ICB# of Current Contract (if known): 2003-243165

- Description of Service:
CentralNet service and custom pricing for Proprietary Set (P-Set) Interface charges.
- Quantity of Service(s): Customer currently has 727 lines. Minimum number of lines is 500.

Locations where the Services will be provided: The customer may add additional sites and quantities to this agreement if they are within established Verizon in-franchise serving areas within the State of Illinois where the service is technically and commercially available.

- Rates and Charges: These charges DO NOT include Federally mandated end user common line charges, any applicable local, state, or federal fees, taxes, surcharges or other applicable tariff charges.

SERVICE STRUCTURE

Element name:	Term			
	NRC	1 year MRC	2 year MRC	3 year MRC
CentralNet Main Station w/o remote	Per Tariff	\$10.00	\$9.50	\$9.00
P-Set Interface each	Per Tariff	\$4.00	\$4.00	\$4.00

* Tariff NRCs apply for all new lines added under this contract.

- Termination Charges and/or Shortfall Liability:

Termination charges apply when the station count goes below 500 lines of service. If for any reason the Customer terminates or discontinues the Service prior to the expiration date of the contract term, termination liability charges will apply based on the remainder of the term period in effect at the time of discontinuance or termination of service. Tariff exceptions associated with Termination Liability do not apply to this ICB.

The Customer shall pay Verizon an amount equal to twenty-five percent (25%) of the monthly charges, times the number of months remaining in the term. Any such termination liability is due and payable in one lump sum within thirty (30) days of billing.

• **Other Customer Commitments or Special Terms and Conditions:**

1. These rates are valid until 23 June 2005.
2. Service May not be provided until Regulatory Commission Approval.
3. CentraNet line rate includes no additional features. Any feature package will be provided from the applicable tariff.

Members Sorensen/O'Connor moved the County Board approve a Request for Approval of Centranet Renewal Contract with Verizon – Information Services Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: the Executive Committees General Report is found on pages 217-225 of your packets.

LAND USE AND DEVELOPMENT COMMITTEE:

Member Gordon, Chairman, stated the following: the Land Use and Development Committee brings no items for action to the Board this morning. Our General Report may be found in your packets on pages 226-233.

FINANCE COMMITTEE:

Member Sorensen, Chairman, presented the following:

An Ordinance of the McLean County Board
Amending the 2005 Combined
Appropriation and Budget Ordinance for Fund 0103

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 2005 appropriation in Fund 0103 Women, Infants, and Children (WIC) program, 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:

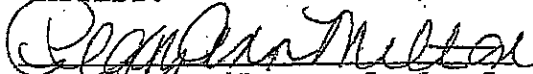
1. That the Treasurer is requested to increase revenue lines 0407-0031 WIC Grant - in Fund 0103, Department 0061, Program 0062, by \$20,000 from \$337,200 to \$357,200 and 0410-0035 Unclassified Revenue in Fund 0103, Department 0061, Program 0062, by \$1,000 from \$0 to \$1,000.
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0103, Department 0061, Program 0062, WIC Grant as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE	NEW AMOUNT
0621-0001	Non-Major Equipment	\$ 2,140	\$ 6,100	\$ 8,240
0622-0001	Medical/Nursing Supp.	\$ 7,180	\$13,468	\$20,648
0629-0001	Printed Forms	\$ 4,000	\$ 600	\$ 4,600
0793-0001	Travel	\$ 1,800	\$ 832	\$ 2,632
TOTALS:		\$15,120	\$21,000	\$36,120

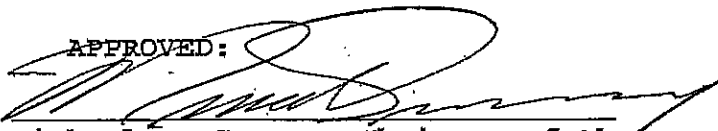
3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this 19th day of April, 2005.

ATTEST:


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

APPROVED:


Michael F. Sweeney Chairman of the
McLean County Board

An Ordinance of the McLean County Board
Amending the 2005 Combined
Appropriation and Budget Ordinance for Fund 0103

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 2005 appropriation in Fund 0103 Women, Infants, and Children (WIC) program, 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:

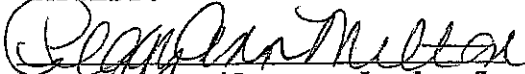
1. That the Treasurer is requested to increase revenue lines 0407-0031 WIC Grant - in Fund 0103, Department 0061, Program 0062, by \$20,000 from \$337,200 to \$357,200 and 0410-0035 Unclassified Revenue in Fund 0103, Department 0061, Program 0062, by \$1,000 from \$0 to \$1,000.
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0103, Department 0061, Program 0062, WIC Grant as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE	NEW AMOUNT
0621-0001	Non-Major Equipment	\$ 2,140	\$ 6,100	\$ 8,240
0622-0001	Medical/Nursing Supp.	\$ 7,180	\$13,468	\$20,648
0629-0001	Printed Forms	\$ 4,000	\$ 600	\$ 4,600
0793-0001	Travel	\$ 1,800	\$ 832	\$ 2,632
TOTALS:		\$15,120	\$21,000	\$36,120

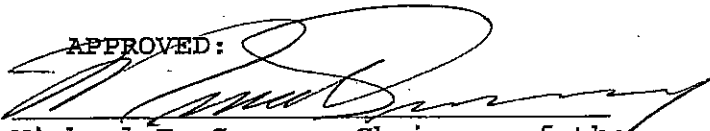
3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this 19th day of April, 2005.

ATTEST:


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

APPROVED:


Michael F. Sweeney Chairman of the
McLean County Board

FY2005 Budget Amendment Narrative
Grant Fund 0103
WIC Grant

The McLean County Health Department has been notified by the Illinois Department of Public Health that they have been awarded a Peer Counselor Program grant in the amount of \$20,000 and a Soroptimist Grant for \$1,000. The \$1,000 grant from the local Soroptimist Club is to be used for the purchase of breast pumps for new mothers who are currently enrolled in the WIC program. The \$20,000 IDPH grant will be used by the WIC program to support breast feeding efforts through the Loving Support Peer Counselor Program. Approximately \$13,500 will be used to purchase breast pumps, \$6,100 will assist with the purchase of minor equipment and furnishing used in the WIC program, and nominal amount has been budgeted for travel to the WIC spring conference and printing.

FY2005 WIC Budget Amendment Narrative

An Ordinance of the McLean County Board
Amending the 2005 Combined
Appropriation and Budget Ordinance for Fund 0107

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 2005 appropriation in Fund 0107 Infectious Disease program, 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:

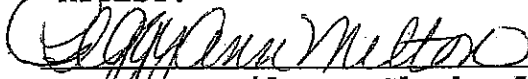
1. That the Treasurer is requested to increase revenue line 0407-0084 West Nile Virus Testing Grant - in Fund 0107, Department 0061, Program 0061, by \$36,755 from \$12,500 to \$49,255.
2. That the County Auditor is requested to create appropriations in the following line item accounts in Fund 0107, Department 0061, Program 0061, Infectious Disease Program as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE	NEW AMOUNT
0503-0001	Full-time Employee	\$ 0	\$ 8,127	\$ 8,127
0515-0001	Part-Time Employee	\$ 0	\$ 246	\$ 246
0599-0001	County IMRF	\$ 0	\$ 529	\$ 529
0599-0002	Employee Medical	\$ 0	\$ 292	\$ 292
0599-0003	Social Security Contrib.	\$ 0	\$ 622	\$ 622
0620-0001	Operational/Office Supp.	\$ 0	\$ 6,190	\$ 6,190
0629-0001	Printed Forms	\$ 0	\$ 1,791	\$ 1,791
0701-0001	Advertising/Legal Notices	\$ 2,000	\$11,450	\$ 13,450
0706-0001	Contract Services	\$ 3,302	\$ 7,408	\$ 10,710
0793-0001	Travel	\$ 300	\$ 100	\$ 400
TOTALS:		\$ 5,602	\$36,755	\$ 42,357

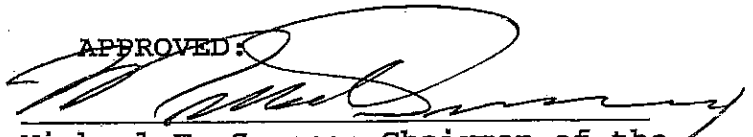
3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this 19th day of April, 2005.

ATTEST:


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

APPROVED:


Michael F. Sweeney Chairman of the McLean County Board

FY 2005 Budget Amendment Narrative
Grant Fund 0107
West Nile Virus Mosquito Control and Prevention Program

The Illinois Department of Public Health has notified the McLean County Health Department of an additional award of \$32,761.58 to conduct a mosquito vector prevention program. The attached \$36,755 budget amendment to grant fund 0107 for the Department's FY2005 budget appropriates the \$3,993.42 of unutilized funds from the FY2004 West Nile Grant Amendment submitted last year plus the total amount of the new grant. The new mosquito vector prevention grant will be used to off-set the salaries of select environmental health, communicable disease, and support staff already employed by the Department. Therefore, no FTE amendment is requested. In addition to the salaries, resources will be used to purchase larvicide and contract with other governmental entities to apply it throughout the County. The balance of the grant will be used to provide a public information and marketing campaign to encourage self-protection among the citizenry of McLean County.

FY2005 WNV Budget Amendment

Members Sorensen/Berglund moved the County Board approve Requests for Approval of Ordinances of the McLean County Board Amending the 2005 Combined Appropriation and Budget Ordinance for Fund 0103 and Fund 0107 – Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**A RESOLUTION TRANSFERRING MONIES FROM THE
GENERAL FUND 0001
TO THE REVENUE STAMP FUND 0151
FISCAL YEAR 2005**

WHEREAS, the County Board of McLean County heretofore established a Revenue Stamp Fund 0151 for purposes of maintaining sufficient revenue stamp inventory for the Office of County Recorder; and,

WHEREAS, a prior year adjustment to the Revenue Stamp Fund 0151 in the amount of \$3,365.05 was recognized by the outside audit firm but was not adjusted by action of the County Board; and,

WHEREAS, the current reconciliation of the Revenue Stamp Fund 0151 shows a surplus of \$360.71 over the General Ledger, and said amount is agreed by the County Treasurer and County Auditor; and,

WHEREAS, it is desirable to transfer an amount from the General Fund sufficient to reconcile the cash in the Revenue Stamp Fund 0151 with the General Ledger; and,

WHEREAS, the Finance Committee concurs with the County Administrator's recommendation and so recommends this resolution to the McLean County Board; now, therefore,

BE IT RESOLVED by the McLean County Board in regular session that the sum of \$3,004.34 is hereby ordered transferred from the General Fund 0001 to the Revenue Stamp Fund 0151 as follows:

FROM:	General Fund 0001	\$ 3,004.34
TO:	Revenue Stamp Fund 0151	\$ 3,004.34

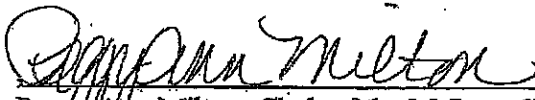
BE IT FURTHER RESOLVED that the Treasurer of McLean County be and is hereby directed to make such transfer of \$ 3,004.34 accordingly.

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this Ordinance to the Sheriff, County Administrator, County Auditor, and the County Treasurer.

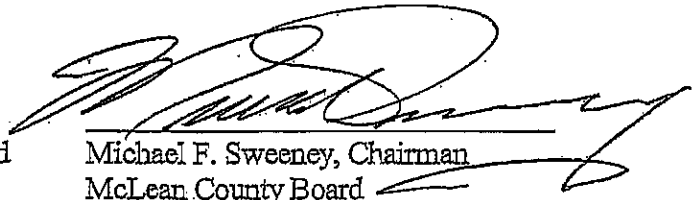
ADOPTED by the County Board of McLean County, Illinois this 19th day of April, 2005.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Owens moved the County Board approve a Request for Approval of a Resolution Transferring Monies from the General Fund 0001 to the Revenue Stamp Fund 0151, Fiscal Year 2005 – County Auditor. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

LABOR AGREEMENT

Between the

McLEAN COUNTY BOARD

And

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 31
AFL-CIO

On Behalf of
AFSCME Local 537

January 1, 2005 - December 31, 2007

(e:\ed\unions\afsc0507.fin)

INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE NO.</u>
	PREAMBLE	1
	AGREEMENT	2
	MANAGEMENT RIGHTS	3
ARTICLE 1	RECOGNITION	4
ARTICLE 2	UNION SECURITY CLAUSE	5
ARTICLE 3	NO STRIKES OR LOCKOUT	7
ARTICLE 4	SUB-CONTRACTING	8
ARTICLE 5	INTEGRITY OF BARGAINING UNIT	9
ARTICLE 6	UNION RIGHTS	10
ARTICLE 7	PERSONNEL FILES	11
ARTICLE 8	JOB DESCRIPTIONS	12
ARTICLE 9	NON-DISCRIMINATION	13
ARTICLE 10	HOURS OF WORK	14
ARTICLE 11	OVERTIME	16
ARTICLE 12	DRUG AND ALCOHOL TESTING	18
ARTICLE 13	DISCIPLINE AND DISCHARGE	19
ARTICLE 14	GRIEVANCE PROCEDURE	21
ARTICLE 15	SENIORITY	24
ARTICLE 16	FILLING OF VACANCIES	26
ARTICLE 17	LAYOFF AND RECALL	27
ARTICLE 18	UNIFORMS	28
ARTICLE 19	LEAVES OF ABSENCE	29
ARTICLE 20	HEALTH AND LIFE INSURANCE	32
ARTICLE 21	HOLIDAYS	33
ARTICLE 22	VACATIONS	34
ARTICLE 23	WAGES	36

ARTICLE 24	SAVINGS CLAUSE	38
ARTICLE 25	SPECIAL MEETINGS	39
ARTICLE 26	TERMINATION	40
ATTACHMENT A	WAGES	

PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits, and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the County of McLean as represented by the McLean County Board (hereinafter referred to as the Employer) and the American Federation of State, County and Municipal Employees (hereinafter referred to as the Union), AFSCME Council 31, AFL-CIO, for and on behalf of Local 537.

MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the management of the operations of the Employer, the determination of its policies, budget, and operations, the manner of exercise of its statutory functions and the direction of its work force, including, but not limited to the right to hire, promote, demote, transfer, allocate, assign and direct employees; to discipline, suspend and discharge regular employees for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine quality; to determine the number of hours of work and shifts per workweek, if any; to establish and change work schedules and assignments; the right to introduce new methods of operations; to eliminate, relocate, transfer or subcontract work; and, to maintain efficiency in the department, is vested exclusively in the Employer, provided the exercise of such rights of management does not conflict with the provisions of this Agreement.

ARTICLE 1

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all permanent employees of the Highway Department who are Snowplow Operators, Truck Drivers/Laborers, Engineering Technicians, and Equipment Operators. The positions of Fleet Manager, Fleet Mechanic, Heavy Equipment Mechanic, Engineering Technician I, Engineering Technician II and Highway Maintenance Coordinator are not included in the bargaining unit.

ARTICLE 2

UNION SECURITY CLAUSE

Section 1 -Membership and Fair Share

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 or remain members of the Union. Employees who elect to join or remain members of the Union shall remain members in good standing and pay dues for the duration of this contract. 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. Should they elect to join the Union, they must remain members in good standing and pay dues for the duration of this contract. Those employees selecting not to be members of the Union will be under no obligation to do so.

Thirty (30) days after the effective date of this Agreement, those employees selecting not to be members of this Union shall be required to pay in lieu of dues a proportionate fair share of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours and other conditions of employment. Said fair share amount shall be certified by the Union to the employer, and shall not exceed the amount of dues uniformly required of members. All bargaining unit employees hired on or after the effective date of this Agreement who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above. 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 the Collective Bargaining Agreement.

Section 2 - Checkoff

The Employer agrees to deduct Union dues and Union sponsored benefit program contributions, to a maximum of a total of three (3) such deductions, from the pay of those employees who individually request in writing that such deductions be made. The aggregate deductions of all employees and a list of their names, addresses, social security numbers, and the amount deducted shall be remitted monthly to AFSCME Council 31, 615 S. Second Street, P.O. Box 2328, Springfield, IL, 62705-2328. The Union shall advise the Employer of any increase in dues and/or assessments at least thirty (30) days prior to the effective date.

Section 3 Indemnification

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by an employee against the Employer as a result of the Employer's complying with this Article.

ARTICLE 3

NO STRIKES OR LOCKOUT

During the term of this Agreement, there shall be no strikes, work stoppages or slow-downs. No officer or representative of the Union shall authorize, institute, instigate, aid or condone such activities.

No lockout of employees shall be instituted by the Employer or their representatives during the term of this Agreement.

ARTICLE 4

SUB-CONTRACTING

It is the policy of the Employer to make every reasonable effort to utilize its employees to perform work they are qualified to do and, to that end, the employer will avoid, in so far as is practicable, the subcontracting of work performed by employees in the bargaining unit. However, the employer reserves the right to contract out any work it deems necessary or desirable because of greater efficiency, economy, or other related factors.

ARTICLE 5

INTEGRITY OF THE BARGAINING UNIT

The Employer recognizes the integrity of the bargaining unit, and will not take any action directed at eroding it. Subject to the provisions of this Agreement, the Employer will continue to endeavor to assign bargaining unit work to bargaining unit employees. The hiring of temporary or emergency employees to supplement bargaining unit employees' work on a temporary basis shall not be considered erosion of the bargaining unit.

Duties currently performed by the Highway Maintenance Coordinator(s) will not be considered erosion of the unit.

ARTICLE 6

UNION RIGHTS

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend grievance hearings, Labor/Management meetings, meetings called or agreed to by the Employer, if said employees are required to attend such meetings.

The Employer agrees that AFSCME Staff Representatives shall have reasonable access to the premises of the Highway Department of the Employer, giving notice upon arrival to the appropriate Employer representative.

The Employer shall provide a bulletin board at the work location for the sole and exclusive use of the Union. No political material of any sort may be placed upon the bulletin board.

ARTICLE 7

PERSONNEL FILES

All employees covered by this Agreement shall be afforded all rights regarding personnel files as described in 820 ILCS 40/1 et seq., which provides that an employer shall grant at least 2 inspection requests by an employee in a calendar year.

ARTICLE 8

JOB DESCRIPTION

Prior to making any substantial changes in existing job descriptions, the Employer agrees to meet with the Union to discuss such changes.

ARTICLE 9

NON-DISCRIMINATION

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, marital status, age, national origin, political affiliation and/or beliefs, mental and/or physical disability.

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted under 5 ILCS 315/1 et seq. or for their participation in or lawful activities on behalf of the Union.

ARTICLE 10

HOURS OF WORK

Normally, the work week shall consist of forty (40) hours per week and of five (5) consecutive eight and a half (8-1/2) hour days, Monday through Friday inclusive. The workday shall consist of eight and a half (8-1/2) consecutive hours with an interruption of one-half (1/2) hour unpaid lunch, at the midpoint of the shift.

Employees shall be allowed two (2) fifteen (15) minute rest periods; one (1) during the first half of the shift and one (1) during the second half of the shift. If the employees so desire, the second rest period may be taken immediately preceding their normal quitting time. All employees shall opt for the early or late break on a weekly basis. Employees shall be allowed adequate travel time in order to return to the County Highway Department facility at the end of the shift.

The normal hours of work shall be 7:30 a.m. to 4:00 p.m. However, the Union or the Employer may request changing starting and quitting times for all or part of the bargaining unit. Such change shall be made only by mutual consent of the parties.

The Employer shall offer members of the bargaining unit work on the winter night shift based on their job qualifications and ability. If no employee who is offered work on the winter night shift accepts the assignment, the qualified employee with the lowest Union seniority shall be given the assignment and paid accordingly.

When employees are called to report to work outside of their normal work hours, they shall be paid a minimum of two (2) hours, unless the call out immediately precedes the start of a work shift

by less than two (2) hours, in which case it shall be the time actually worked. There shall be a minimum of two (2) people present at any call-out scene.

Any employee driving emergency snow removal equipment home overnight shall remain in paid status until he/she arrives home, and from the time he/she leaves home in the morning.

ARTICLE 11

OVERTIME

Section 1 - Overtime Pay

Any employee required to work more than eight (8) hours per day shall be paid at the rate of one and one-half (1-1/2) times the employee's straight time hourly rate for time over eight (8) hours worked in the same day. Overtime shall not apply to an employee who calls in sick, or is otherwise on leave, reports to work later the same day, and does not actually work beyond the full eight (8) hours that day. In such case, paid leave time shall be adjusted to reflect an eight (8) hour day.

Employees will be paid overtime pay at a rate of time and one-half for all hours worked in excess of forty (40) hours per week.

Personal days, vacation days, paid sick leave and holidays, and bereavement leave taken during the week will be counted as days worked for the purpose of computing overtime.

Any employee required to work any holiday shall be paid at the rate of two (2) times the employee's straight time hourly rate. This premium pay is in addition to the holiday pay.

Overtime shall not be pyramided or paid twice for the same hours worked.

Section 2 - Meal Allowance

Any employee required to work twelve (12) or more consecutive hours shall receive a meal allowance of ten dollars (\$10.00).

Section 3 - Overtime Scheduling

Any employee who is assigned to work that requires more than the normal eight (8) hours or weekend work and/or territorial

problems on ice removal shall continue to perform that work. If an employee so assigned chooses not to work the overtime, another qualified employee shall be selected based on availability (i.e. distance) and the overtime rotation principle of equality in distribution. If the overtime requires work on Saturday and/or Sunday, the assignment shall first be offered to bargaining unit members on a rotating basis, the qualified employee having the least number of overtime hours being given the first opportunity. Provided that the employer gives no less than four (4) hours notice in advance of the beginning of the overtime assignment, if an employee refuses an offer of overtime, all hours refused will be added to the employee's overtime equalization record for the purposes of determining which employee(s) will be eligible for the next overtime opportunity. On an emergency call-out, the most available bargaining unit person shall be called first.

Overtime records and distribution will be posted bi-weekly starting with the first pay period of the year.

If, through administrative error, an employee is missed, that employee shall be offered the next available overtime opportunity or opportunities which equal the overtime that was missed. Upon request, the Union shall be provided with the most current overtime equalization information.

ARTICLE 12

DRUG AND ALCOHOL TESTING PROGRAM

The parties agree to abide by the rules and regulations promulgated under the Omnibus Transportation Employee Testing Act of 1991, and subsequent amendments to that Act, by agreeing to the provisions of the McLean County DOT Drug and Alcohol Testing Program as presented prior to the signing of this Labor Agreement.

The Employer shall immediately notify the Union of, and offer to discuss, any changes in this Program which are necessitated by changes in Federal or State law. Any changes not mandated by law shall be subject to negotiation between the parties.

The parties also agree that, to the extent that it is practical for management to do so without disruption to work operations, the Employer will notify the Union as soon as possible of any employee who is subject to "reasonable suspicion testing" as provided in this Program.

ARTICLE 13

DISCIPLINE AND DISCHARGE

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action, including discharge, may be imposed on an employee only for just cause, except that the discharge of a probationary employee is at the sole discretion of the Employer and shall not be subject to arbitration.

Depending on the seriousness of the offense and the facts and circumstances involved, discipline may be imposed as follows:

- (a) One-on-one counseling, and if indicated, assistance in solving a problem area should be given prior to the initiation of any disciplinary action.
- (b) Written reprimand, warning - a written reprimand or written correction should be given to the employee after a recurrence of the action.
- (c) Suspension.
- (d) Discharge.

In the event disciplinary action of suspension or discharge is taken against an employee, the Employer shall notify the employee and the Union in writing with a clear and concise statement of the reasons therefore.

An employee shall be entitled to the presence of a Union representative at an investigatory interview if he/she requests one, and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

Once discipline is imposed, the Employer shall not increase it for the same particular act of misconduct.

All written reprimands or other statements of disciplinary action on file will become void if, for the two (2) year period following the written statement or disciplinary action, the employee remains in continuous active service and received no further disciplinary action.

ARTICLE 14

GRIEVANCE PROCEDURE

Section 1 - Definition

A grievance is defined as a dispute or difference of opinion raised by one (1) or more employees, and/or the Union involving the meaning, interpretation or application of the express provisions of this Agreement. However, the lay off or discharge of a probationary employee shall not be subject for arbitration.

Section 2 - Grievance Steps

A grievance shall be processed in the following manner:

Step 1: If any employee, or the Union, has a grievance, it shall be submitted to the supervisor who is designated for this purpose. The supervisor shall give his/her oral answer within five (5) days after such presentation.

Step 2: If the grievance is not settled in Step 1 and the Union wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred, in writing, to the Department Head within five (5) working days after the designated supervisor's answer in Step 1, and shall be signed by both the employee and the Union Steward. The Department Head, or his/her representative, shall discuss the grievance within five (5) working days with the Union Steward or the Union Representative at a time mutually agreeable to the parties. If no settlement is reached, the Department Head, or his/her representative, shall give the Employer's written answer to the Union within five (5) working days following their meeting.

Section 3 - Arbitration

If the grievance is not settled in accordance with the

foregoing procedure, the Union may refer the grievance to arbitration within seven (7) working days after receipt of the Employer's answer in the final step. The parties shall attempt to agree upon an arbitrator within five (5) working days after receipt of notice of referral and, in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately, jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first two (2) names; the Employer shall then strike two (2) names, and the remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union that he/she set a time and place, subject to the availability of the Employer and Union representatives.

Section 4 - Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his/her decision within thirty (30) days following close of the hearing or the submission of briefs by the

parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

Section 5 - Expenses of Arbitration

The fees and expenses of the arbitrator and the cost of a single copy of a written transcript shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6 - Time Limit

No grievance shall be entertained or processed unless it is submitted within ten (10) working days after the occurrence of the event giving rise to the grievance or within ten (10) working days after the employee become aware of the occurrence of the event giving rise to the grievance.

The time limit in each Step may be extended by mutual written agreement of the Employer and Union representatives involved in each Step. The term "working days", as used in this Article, shall mean the days Monday through Friday inclusive.

ARTICLE 15

SENIORITY

Section 1 - County Seniority

County Seniority is defined as the employee's length of continuous service with the County since his last date of hire as a permanent employee. This seniority shall be applied in determining benefits unless specifically excluded. Adjustments to County Seniority (i.e. subtractions) shall be made for all breaks in service exceeding three (3) months, i.e. unpaid leaves of absence and layoffs. Except as otherwise stated, "length of service" shall be equal to the employee's County Seniority.

Section 2 - Union Seniority

Union seniority is defined as the employee's length of continuous service with the County since his last date of hire as a member of this bargaining unit. Union seniority is subject to the same adjustments and conditions as County seniority.

Section 3 - Breaking Seniority

An employee shall lose all seniority and employment status upon resignation, discharge for just cause, retirement, layoff exceeding twelve (12) months, injury off-the-job or on-the-job for employees employed less than five (5) full years where the employee is absent for a period of twelve (12) consecutive months and for employees employed for more than five (5) full years where an employee is absent for a period of twenty-four (24) consecutive months. If an employee returns to work within the limitation periods provided for by layoff, injury off-the-job or injury on-the-job, then in that event, the employee may begin to accrue seniority without losing previous seniority accrued while working

for the Employer.

Section 4 - Seniority List

The Employer shall post and submit to the local Union President an updated seniority list twice each year, during January and July, noting both Union seniority and County seniority. All disputes concerning the posted listing shall be processed as grievances but only if submitted within two (2) weeks of the date of the original posting of the seniority listing.

Section 5 - Probationary Period

All new employees shall complete a probationary period of six months. During the probationary period, the employee will accumulate seniority rights but not exercise such rights without the approval of the department head. During the probationary period, the layoff or discharge of an employee shall be at the sole discretion of the Employer and such discharge or layoff may not be a subject for arbitration.

ARTICLE 16

FILLING OF VACANCIES

ASSIGNMENTS

Assignment of employees shall be considered on the basis of their job qualifications and ability. When job qualifications are relatively equal, then Union seniority will govern assignments.

The Employer will provide on-the-job training for those employees who request such training.

The current practice relating to daily job assignments of bargaining unit employees shall continue during the term of this agreement.

Notification of opening assignments shall be posted by the employer. Employees shall then submit letters of interest.

ARTICLE 17

LAYOFF AND RECALL

A layoff is defined as an involuntary decrease of the existing bargaining unit work force. (a) Employees shall be laid off in inverse order of the Union seniority as defined in Article 15. When a vacancy occurs in the bargaining unit, employees shall be recalled in seniority order. An employee's right to recall shall be for a period of two (2) years. If the vacancy exists in the bargaining unit at the time an employee is subject to layoff, the vacancy shall be filled by that employee, if qualified.

ARTICLE 18

UNIFORMS

All employees will be provided summer and winter uniforms as follows:

- 2 Pairs of Safety Shoes
- 1 Pair of Insulated coveralls
- 5 Winter Shirts
- 5 Pairs of Jeans
- 1 Winter Jacket
- 1 Orange Sweatshirt
- 1 Pair of Leather Gloves
- 5 Orange Tee Shirts
- 1 Orange Winter Cap
- 1 Orange Summer Cap

The Employer agrees to replace and/or clean coveralls. When the items listed above are worn out, they will be replaced. Employees shall wear the uniforms provided by the Employer.

ARTICLE 19

LEAVES OF ABSENCE

Section 1 - Sick Leave

Each year, all bargaining unit employees shall earn the equivalent of ten (10) paid sick days through the course of the year, based on the hourly accrual rate of .03847. Employees shall be allowed to carry over from year-to-year a maximum of 120 days (960) hours.

Upon retirement or termination, except discharge for cause, an employee carrying a minimum of thirty (30) unused sick days may receive payment of half (1/2) of the unused sick days to a maximum of 45 days or, in the alternative, may apply the total number of unused sick days towards retirement under IMRF (i.e. service credits).

Sick leave can be used for illness, disability, or injury of the employee, and for appointments with a doctor or dentist. An employee can use sick leave for illness, disability, or injury of a member of the employee's immediate family. Immediate family shall be defined as husband, wife, mother, father, brother, sister and children.

Sick leave may be used in no less than one (1) hour increments. Any employee who has exhausted sick leave benefits shall be granted, upon request, a leave of absence without pay for a period of up to two (2) years for employees with five (5) or more full years of service and a period of up to one (1) year for employees with less than five (5) full years of service. The Employer may require a written statement explaining the employee's health condition with said statement to be provided by a medical

doctor (M.D.).

Section 2 - Sick Leave Excess Bank

Sick leave hours accumulated in excess of the maximum shall be credited to the employee's sick leave excess bank, which will be reported to the IMRF upon the employee's retirement for service credits. Such hours may not be used or withdrawn in any other manner from this sick leave excess bank.

Section 3 - Personal Leave

All bargaining unit employees shall be permitted two (2) personal days off each calendar year with pay.

Section 4 - Seniority Upon Return from Leave

An employee shall retain seniority while on leave of absence. When an employee returns from leave of absence, the Employer shall return the employee to the same or similar position in which the employee was the incumbent prior to the commencement of such leave, seniority permitting. Any employee who exceeds the limits of leave prescribed by Article 15 and Article 19 shall lose employment status. A temporary employee may be utilized for the duration of an incumbent employee's leave.

Section 5 - Bereavement Leave

The Employer agrees to provide employees leave without loss of pay, as a result of death in the family, not to exceed three (3) consecutive days, excluding regularly scheduled days off, immediately following the death of a member of the immediate family. Immediate family shall be defined as husband, wife, mother, father, brother, sister, children, grandparents, mother-in-law and father-in-law or any person living in the employee's household for whom the employee has custodial responsibility. The

Employer also agrees to provide one (1) day of leave without loss of pay as a result of death of a brother-in-law, sister-in-law, or grandparent-in-law.

ARTICLE 20

HEALTH AND LIFE INSURANCE

Section 1 - Health Insurance

Employees covered by this Agreement will be eligible to participate in the County's health insurance plan subject to the same terms and conditions applicable to other County employees generally.

Prior to the implementation of any change in the rates or the coverage of the County's regular plan, the Employer will meet and confer with the Union. With any change in rates, the present proportion of contributions will be maintained. With any change in benefits, upon the request of the Union the parties shall meet to negotiate the impact of such changes.

Section 2 - Life Insurance

The Employer shall provide \$10,000 of group life insurance coverage for each bargaining unit member.

ARTICLE 21

HOLIDAYS

Section 1 - Designated Holidays

The following days shall be holidays:

New Year's Day

Martin Luther King Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Section 2 - Holiday Adjustment

When one of the above holidays falls on Sunday, the following Monday shall be observed as the holiday. When one of the above holidays falls on a Saturday, the preceding Friday shall be observed as the holiday.

Section 3 - Holiday Pay Requirement

In order to receive holiday pay, an employee must work the scheduled day of work immediately before and after the holiday, unless absence on either or both of these days is for good cause and approved by the Employer.

ARTICLE 22

VACATIONS

Section 1 - Amount

Employees shall earn vacation time in accordance with the following schedule:

Years of Service with Benefits (County Seniority)	Hourly Accrual Rate	Projected Annual Days
Start through 6th year	.03847	10
7th through 15th year	.05769	15
16th year	.06153	16
17th year	.06538	17
18th year	.06923	18
19th year	.07307	19
20th year	.07692	20
21st year	.08077	21
22 nd year and above	.08462	22

Section 2 - Vacation Time Usage

Requests for vacation leave of one (1) working week or longer must be made at least one (1) full working week prior to the taking of the leave. Requests for vacation leave for periods less than one (1) full working week must be made at least twenty-four (24) hours prior to the taking of leave. Vacation time may be taken in increments of no less than one hour at any time after it is earned. Requests for vacation shall not be unreasonably denied.

Section 3 - Vacation Carryover

An employee may carry over into the next calendar year a maximum of one year's accumulation; at the employee's present accrual rate.

Section 4 - Payment for Vacation Accumulated

Upon separation from County employment for any reason, the employee shall be paid for all accumulated, unused, vacation time

at the employee's hourly rate of pay on his last day of work.

ARTICLE 23

WAGES

Section 1 - Rates

Pay steps for bargaining unit positions will increase by the following amounts (see Attachment A for all steps):

<u>2005</u>	<u>2006</u>	<u>2007</u>
\$.50	\$.50	\$.45

Section 2 - Promotion Rates

An employee moving from the one classification to a higher paid classification will suffer no loss in pay.

Section 3 - Temporary Assignments

An employee who is temporarily assigned to work normally performed by an employee in a higher job class shall receive the appropriate wage rate of that higher class after eight (8) continuous hours of such assignment.

Section 4 - Commercial Drivers License

The employer will pay the costs of obtaining and renewing a Commercial Drivers License and required endorsements for any employee who is assigned to a position that requires such credentials.

Section 5 - Personal Property Damage

The Employer agrees to repair or replace as necessary an employee's prescription eyeglasses or corrective lenses, if such are damaged or broken during the course of the employee's duties.

Such incidents must be documented with the employee's immediate supervisor.

Section 6 - Winter Night Shift

An Employee assigned to the winter night shift shall receive 115 percent of the normal pay rate.

ARTICLE 24

SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, the parties shall attempt to renegotiate the invalidated provision. All remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE 25

SPECIAL MEETINGS

Section 1 - Safety/Labor Meeting

In attempting to promote a safe and harmonious work environment, the parties agree to meet every other month (unless both parties waive or to meet would create an overtime situation) to discuss safety issues and/or concerns. An agenda shall be prepared five (5) calendar days prior to meeting.

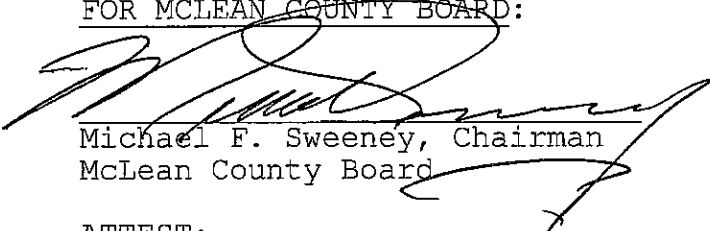
ARTICLE 26

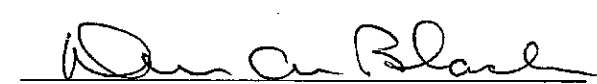
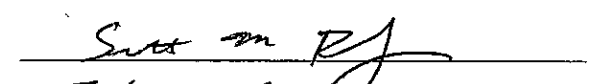
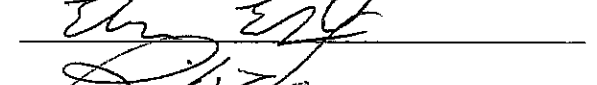
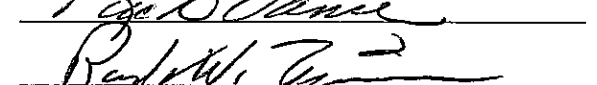

TERMINATION

This Agreement shall be effective January 1, 2005, and shall continue in full force and effect until December 31, 2007, and thereafter from year-to-year unless not more than ninety (90) days, but not less than sixty (60) days prior to December 31, 2007, either party gives written notice to the other of the intention to amend or terminate this Agreement.


FOR MCLEAN COUNTY BOARD:

FOR AFSCME COUNCIL 31:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

Date: April 19, 2005

**Attachment A
Wage Rates
2005-2007
AFSCME 537**

Step	7002 -- Seasonal Plow Operator			7003 -- Truck Driver/Laborer			6103 -- Engineering Technician			7005 -- Equipment Operator		
	2005	2006	2007	2005	2006	2007	2005	2006	2007	2005	2006	2007
1	\$12,000	\$12,500	\$12,950	\$14,6525	\$15,1525	\$15,6025	\$15,6956	\$16,1956	\$16,6456	\$16,4121	\$16,9121	\$17,3621
2	\$12,2280	\$12,7280	\$13,1780	\$14,8957	\$15,3957	\$15,8457	\$15,9587	\$16,4587	\$16,9087	\$16,6888	\$17,1888	\$17,6388
3	\$12,4560	\$12,9560	\$13,4060	\$15,1389	\$15,6389	\$16,0889	\$16,2218	\$16,7218	\$17,1718	\$16,9655	\$17,4655	\$17,9155
4	\$12,6840	\$13,1840	\$13,6340	\$15,3821	\$15,8821	\$16,3321	\$16,4849	\$16,9849	\$17,4349	\$17,2422	\$17,7422	\$18,1922
5	\$12,9120	\$13,4120	\$13,8620	\$15,6253	\$16,1253	\$16,5753	\$16,7480	\$17,2480	\$17,6980	\$17,5189	\$18,0189	\$18,4689
6	\$13,1400	\$13,6400	\$14,0900	\$15,8685	\$16,3685	\$16,8185	\$17,0111	\$17,5111	\$17,9611	\$17,7956	\$18,2956	\$18,7456
7	\$13,3680	\$13,8680	\$14,3180	\$16,1117	\$16,6117	\$17,0617	\$17,2742	\$17,7742	\$18,2242	\$18,0723	\$18,5723	\$19,0223
8	\$13,5960	\$14,0960	\$14,5460	\$16,3549	\$16,8549	\$17,3049	\$17,5373	\$18,0373	\$18,4873	\$18,3490	\$18,8490	\$19,2990
9	\$13,8240	\$14,3240	\$14,7740	\$16,5981	\$17,0981	\$17,5481	\$17,8004	\$18,3004	\$18,7504	\$18,6257	\$19,1257	\$19,5757
10	\$14,0520	\$14,5520	\$15,0020	\$16,8413	\$17,3413	\$17,7913	\$18,0635	\$18,5635	\$19,0135	\$18,9024	\$19,4024	\$19,8524
11	\$14,2800	\$14,7800	\$15,2300	\$17,0845	\$17,5845	\$18,0345	\$18,3266	\$18,8266	\$19,2766	\$19,1791	\$19,6791	\$20,1291
12	\$14,5080	\$15,0080	\$15,4580	\$17,3277	\$17,8277	\$18,2777	\$18,5897	\$19,0897	\$19,5397	\$19,4558	\$19,9558	\$20,4058
13	\$14,7360	\$15,2360	\$15,6860	\$17,5709	\$18,0709	\$18,5209	\$18,8528	\$19,3528	\$19,8028	\$19,7325	\$20,2325	\$20,6825
14	\$14,9640	\$15,4640	\$15,9140	\$17,8141	\$18,3141	\$18,7641	\$19,1159	\$19,6159	\$20,0659	\$20,0092	\$20,5092	\$20,9592
15	\$15,1920	\$15,6920	\$16,1420	\$18,0573	\$18,5573	\$19,0073	\$19,3791	\$19,8791	\$20,3291	\$20,2859	\$20,7859	\$21,2359
16	\$15,4200	\$15,9200	\$16,3700	\$18,3005	\$18,8005	\$19,2505	\$19,6422	\$20,1422	\$20,5922	\$20,5626	\$21,0626	\$21,5126
17	\$15,6480	\$16,1480	\$16,5980	\$18,5437	\$19,0437	\$19,4937	\$19,9053	\$20,4053	\$20,8553	\$20,8393	\$21,3393	\$21,7893
18	\$15,8760	\$16,3760	\$16,8260	\$18,7869	\$19,2869	\$19,7369	\$20,1684	\$20,6684	\$21,1184	\$21,1160	\$21,6160	\$22,0660
19	\$16,1040	\$16,6040	\$17,0540	\$19,0301	\$19,5301	\$19,9801	\$20,4315	\$20,9315	\$21,3815	\$21,3927	\$21,8927	\$22,3427
20	\$16,3320	\$16,8320	\$17,2820	\$19,2733	\$19,7733	\$20,2233	\$20,6946	\$21,1946	\$21,6446	\$21,6694	\$22,1694	\$22,6194

McLean County
DOT Drug and Alcohol Testing Program

I. DRUG AND ALCOHOL POLICY STATEMENT

This policy establishes the rules and procedures for random drug and alcohol testing for safety-sensitive positions in compliance with drug and alcohol testing in compliance with the Omnibus Transportation Employee Testing Act of 1991, 49 CFR Part 40, and Part 382 as adopted by the Federal Highway Administration (FHWA).

A. Scope:

Employees Governed by this Policy - all persons employed by the County of McLean who are required to have a Commercial Drivers License (CDL) as part of their job duties and responsibilities.

B. Prohibitions

In accordance with 49 CFR Part 382, the following prohibitions are governed by this policy. Employees who engage in such prohibited acts are subject to the disciplinary actions provided in Section V of this policy:

1. No driver shall report to duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater.
2. No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol.
3. No driver shall use alcohol while performing safety-sensitive functions.
4. No driver shall perform safety-sensitive functions within four hours after using alcohol.
5. No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident test, whichever occurs first.
6. No driver shall refuse to submit to a post-accident alcohol or controlled substance test, a random alcohol or controlled substance test, a reasonable suspicion alcohol or controlled substances test, or a follow-up alcohol or controlled substances test.
7. No driver shall report to duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
8. No driver shall report for duty, remain on duty or perform a safety-sensitive function if the driver tests positive for controlled substances.

C. Definitions

1. Breath Alcohol Technician (BAT) - An individual who instructs and assists individuals in the alcohol testing process and operates an EBT.
2. Chain of Custody - Procedures to account for the integrity of each urine or blood specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen.
3. Collection site - A place designated by the employer where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.
4. Confirmation test - In drug testing, a second analytical procedure to identify the presence of a specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine). In alcohol testing, a second test, following a screening test with a result of 0.02 or greater, that provides quantitative data of alcohol concentration.
5. DHHS - Department of Health and Human Services or any designee of the Secretary, Department of Health and Human Services.
6. Employee - an individual designated in a DOT agency regulation as subject to drug/alcohol testing.
7. EBT (or evidential breath testing device) - An EBT device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA 's conforming Products List of Evidential Breath Measurement Devices.
8. MRO (Medical Review Officer) - A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.
9. Refusal to submit (to an alcohol or controlled substances test) - A driver who -
 - a. fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with the provisions of this part.
 - b. fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing in accordance with the provisions of this part
 - c. engages in conduct that clearly obstructs the testing process.
10. Screening Test (or initial test) - In drug testing, an immunoassay screen to eliminate "negative" urine specimens from further analysis. In alcohol testing, an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen.
11. Substance abuse professional (SAP) - A licensed physician (Medical Doctor or Doctor of

Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience on the diagnosis and treatment of alcohol and controlled substance-related disorders.

II. EDUCATION

- A. Supervisory personnel and managers will receive a minimum of one hour of training each on drug and on alcohol abuse. Future training for new and existing supervisory staff will be scheduled on an "as needed" basis.
- B. A mandatory employee meeting of no less than one hour concerning this drug and alcohol policy will be conducted for all employees who are governed under this policy.
- C. A notice on the drug and alcohol policy will be posted and a copy of the policy will be available for review by employees upon request. The results of the program will be monitored.

III. EMPLOYEE ASSISTANCE PROGRAM (EAP)

The County's EAP will be available for employees who are suffering from drug and alcohol abuse. When an employee's work performance and/or attendance is affected by the usage of drugs or alcohol, the employee is considered to have an abuse problem. The employee will be encouraged to immediately seek adequate medical or professional assistance. All employees who are suffering from substance abuse problems will be encouraged to seek treatment without fear of disciplinary action.

THE COUNTY ENCOURAGES ANY EMPLOYEE WITH AN ALCOHOL OR DRUG PROBLEM TO ASK FOR HELP FROM THE COUNTY'S EAP PROVIDER. SUCH EMPLOYEE WILL BE ELIGIBLE FOR ASSISTANCE IN OBTAINING A LEAVE OF ABSENCE AND ENTERING A REHABILITATION PROGRAM. THIS MATTER WILL BE TREATED IN AN ABSOLUTELY CONFIDENTIAL MANNER.

IV. DRUG AND ALCOHOL TESTING PROCEDURES

All time required by an employee to comply with these testing procedures shall be considered time worked, except for any time arranged by the employee for his/her convenience which is outside of his/her normal working hours. The following procedures will apply to the employee drug and alcohol testing program:

A. Controlled Substance Testing

- 1. Controlled substances testing will be performed in accordance with 49 CFR Part 40.

All urine specimens shall be split-sample and shall be taken promptly. The "primary" sample shall be at least 30 ml. of urine; the "split" sample shall be at least 15 ml. Immediately after the specimen is collected, the individual containers shall, in the presence of the employee, be labeled and then initialized by the employee. The specimens shall be placed in the transportation container after being labeled. The container shall be sealed in the employee's presence and the employee shall be given an opportunity to initial or sign the container. The container shall be sent to a DHHS-certified testing laboratory on the soonest normal business day.

Failure of the employee to provide specimens of sufficient quantity, even after a 2 hour second opportunity following drinking up to 24 oz of water, will cause the employee to be referred for a medical evaluation to develop pertinent information regarding whether the employee's inability to provide a specimen is genuine or constitutes a refusal to test. This evaluation shall be sent to the County.

2. In the event of a confirmed positive test result, at his expense, the employee shall be given the opportunity to have the split sample tested by a different DHHS-certified laboratory within 72 hours of being informed of a positive result by the MRO. If an employee has not contacted the MRO within 72 hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other circumstances unavoidably prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within the 72 hours time frame, the MRO shall direct that the analysis of the split sample be performed, if applicable.
3. An employee who successfully challenges a positive result shall be reimbursed for expenses incurred in the re-testing of the split sample. Back wages will be restored for the time missed from work during the process of challenging the test.

B. Alcohol Testing

1. The County requires alcohol testing in accordance with 49 CFR Part 40. Two breath tests are required to determine if a person has a prohibited alcohol concentration. A screen test shall be conducted first. Any result less than 0.02 alcohol concentration is considered a negative test. If alcohol concentration is 0.02 or greater, a second or confirmation test must be conducted. An EBT device will be used to conduct the test. The alcohol test will be conducted by a trained Breath Alcohol Technician (BAT). Failure to provide an adequate amount of breath will cause the employee to be immediately referred for a medical evaluation to develop pertinent information regarding whether the employee's inability to provide the adequate amount of breath is genuine or constitutes a refusal to test. This medical evaluation shall be sent to the County.

2. Employees shall only be tested for alcohol while performing a safety-sensitive function, just before performing a safety-sensitive function, or just after performing a safety-sensitive function.
3. Any test with results of 0.02 or greater shall cause the employee to be immediately suspended without pay and shall cause the employee to be subjected to the disciplinary actions stated in this policy.

C. Pre-Employment Testing

1. All employment applicants who have successfully completed the employment interview process for safety-sensitive positions governed by this policy are required to submit to drug and alcohol testing as a condition of employment.
2. All applicants subject to testing shall be advised of the County's random drug and alcohol testing requirements at the time of the interview.
3. An applicant will not be considered for the position if:
 - a. test results are confirmed positive for the prohibited substances.
 - b. he/she refuses to provide a urine specimen for testing.
 - c. he/she attempts to tamper with or adulterate the specimen.
 - d. he/she has an alcohol concentration of 0.02 or more.
4. All employment applicants shall sign a release and consent authorization form for the drug and alcohol test to release information to the County and to attest that the urine is her/his own. Refusal to sign this form will cause the applicant to be advised he/she is no longer under consideration for employment.
5. The applicant shall be required to produce acceptable verification of her/his identity immediately prior to testing.

D. Reasonable Suspicion Testing

1. When a Department supervisor has "reasonable suspicion" to believe that the employee is under the influence of controlled drugs and/or alcohol upon reporting to work, during the work day, or upon completion of his work activity for the day, the supervisor will require the employee to go to the County's designated collection site for a urine or breath alcohol test.
2. Reasonable suspicion means suspicion based on specific personal observations that a supervisor can describe concerning the appearance, job performance, behavior, speech or the breath odor of the employee. Suspicion is not reasonable, and thus not a basis for testing, if it is based solely on the observations and reports of third parties. The grounds for reasonable suspicion must be documented by a supervisor or a member of the management staff.
3. When an employee is asked to submit to drug and/or alcohol testing, he/she shall be informed of the reasons that he/she is being asked to submit to the test. The employee shall be informed that refusal to submit to testing will constitute a presumption of a

positive result for drug or alcohol abuse. The employee's refusal will be in writing.

4. Any employee subject to reasonable suspicion testing shall be placed on administrative leave with pay until test results are made available to the employer.

E. Random Testing

1. The County shall conduct random testing of those employees for whom random drug and alcohol testing is required by current DOT regulations. All employees covered by this policy will be included as part of the County's pool from which the County's Medical Provider will randomly select 50% each year for drug testing and 25% each year for alcohol testing, or as mandated by DOT. Such testing shall be conducted consistent with the requirements of applicable DOT regulations and the provisions of this policy.
2. Once the selections have been made, the County will be notified of the individuals selected. The person(s) to be tested will not be informed of the need to be tested except just prior to the actual test being performed.
3. Employees who are off work due to long-term lay-offs, illnesses, injuries or vacations will be not be selected for random testing during their absence but will still be eligible for testing upon their return to duty.

F. Post Accident Testing

1. Post accident testing of drivers will be conducted under the following circumstances:
 - a. When a fatality is involved
 - b. When bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident.
 - c. When one or more vehicles incur disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.
2. Post accident drug testing:
 - a. The post-accident drug test shall be conducted as soon as practical but no later than 32 hours after the reportable or fatal accident. If the test is not administered, the County shall prepare and maintain on file a record stating the reasons the test was not promptly administered.
 - b. The post-accident alcohol test shall be conducted as soon as practical but no later than 2 hours following the fatality or reportable accident, unless the circumstances for such a delay are documented. If a test is not administered within 8 hours of the fatality or the reportable accident, the County shall cease attempts to administer an alcohol test and shall prepare and maintain on file a record stating the reasons the test was not promptly reported.
3. A driver who is seriously injured and cannot provide a urine specimen or breath alcohol test at the time of the accident shall provide the necessary authorization for obtaining medical records and reports to determine whether controlled drugs or alcohol was present.

4. Drivers are required to remain readily available for testing. Failure to be readily available or refusal to give a urine sample or breath alcohol breath test shall be deemed as a positive test result.
5. The County shall provide drivers with the necessary post-accident information, procedures, and instructions prior to the driver operating a commercial motor vehicle, so that employees will be able to comply with this requirement.
6. In lieu of administering a post-accident test, the County may substitute a breath or blood test for the use of alcohol and a urine test for the use of drugs conducted by Federal, State or local officials under separate authority.

G. Return to Duty Testing

1. An alcohol breath test will be conducted on employees engaged in prohibited conduct for alcohol to ensure an alcohol level of less than 0.02 before being returned to a safety-sensitive function.
2. A drug urine test will be conducted on employees engaged in prohibited conduct for drugs to ensure a negative result before being returned to a safety-sensitive function.

H. Follow Up Testing

1. Following a determination that a driver is in need of assistance in resolving problems associated with alcohol or drug abuse, unannounced follow-up testing will be conducted as directed by a substance abuse professional.
2. Follow-up testing for alcohol shall be conducted only when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

V. DISCIPLINARY ACTION

The assessment of disciplinary action up to and including discharge in each of the foregoing circumstances shall only be imposed for just cause and shall be subject to the County's grievance procedures. The County may take disciplinary action based on test results as follows:

A. DRUG TESTING

1. If the test results show a forensically acceptable positive result, the employee shall be removed from duty immediately without pay and be subject to disciplinary action up to discharge as described below.
2. Refusal to test will result in immediate suspension and termination from employment.
3. Disciplinary action for engaging in a prohibited activity involving drugs shall be as follows:
 - a. For the first violation, if it involves abuse of prescribed or over-the-counter drugs, the employee will be suspended from duty without pay for 20 working days, be

required to undergo substance abuse counseling, and be subject to periodic random testing for one year from the effective date of suspension.

- b. For any other violation, the employee will be immediately suspended without pay and terminated from employment.
- c. Regardless of the above, if a driver is determined to be under the influence of drugs following an accident, or if a driver is disqualified from driving a commercial motor vehicle for more than sixty (60) working days, he will be suspended without pay and terminated from employment.

B. ALCOHOL TESTING

1. If the test results show an EBT/alcohol concentration equal to or above 0.02, the employee shall be subject to disciplinary action as follows:
 - a. For the first violation:
 - i. For levels equal to or greater than 0.02, but less than 0.04, the employee will be suspended from duty without pay for ten (10) working days and will be required to undergo substance abuse counseling.
 - ii. For levels equal to or greater than 0.04, the employee will be suspended from duty without pay for twenty (20) working days and will be required to undergo substance abuse counseling.
 - b. For the second violation within one (1) year of the first violation, the employee will be immediately suspended without pay and terminated from employment.
 - c. Regardless of the above, if a driver is determined to be under the influence of alcohol following an accident, or disqualified from driving a commercial motor vehicle for more than sixty (60) working days, he will be immediately suspended without pay and terminated from employment.

VI. DISCLOSURE AND RECORD KEEPING

1. Except as required by law or expressly authorized or required by 49 CFR Part 382, the County will not release driver information that is contained in records required to be maintained in accordance with current DOT regulations.
2. The County will comply with all federal, state and local laws and regulations governing any violations of criminal drug use in the workplace.
3. The Department Head of each County Department covered by this policy will be designated to receive testing results.
4. No laboratory or medical reports or test results shall appear in an employee's personnel folder. Information of this nature will be included in a separate file kept elsewhere.
5. An employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of drugs, or alcohol, and the test results. Access shall not be contingent upon payment for records other than for those requested.
6. The County will disclose information to be maintained under this policy when required to by any DOT agency, any State or local officials with regulatory authority as empowered

by this part to receive such information, and any law enforcement agency in association with criminal misuse of controlled substances and alcohol.

7. The County may disclose information required to be maintained under this part pertaining to the covered driver, to the driver, or to the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol and/or controlled substance test administered under this part, or from the employer's determination that the driver engaged in conduct prohibited by this part (including, but not limited to, a worker's compensation, unemployment compensation, to other proceeding relating to a benefit sought by the driver).
8. The County will only release information regarding a driver's record as directed by the person with the specific, written consent of the driver authorizing release of information to an identified person, unless such request is initiated by a regulatory or law enforcement agency as identified in #6 above.
9. The release of such information may take the form of personal interviews, telephone interviews, letters, or any other method of providing information that ensures confidentiality.
10. All records in reference to referrals, evaluation, return-to-duty and follow-up testing shall be retained for five years.

ed\unions\dot_ploy2005

Members Sorensen/Bass moved the County Board approve a Request for Approval of Consideration of Proposed Collective Bargaining Agreement with AFSCME Local 537 and McLean County. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: the Finance Committee's General Report and other materials can be found on pages 240-251.

TRANSPORTATION COMMITTEE:

Member Bass, Chairman, stated the following: the Transportation Committee has no items for Board action. Our General Report is found on pages 252-257.

PROPERTY COMMITTEE:
Member Bostic, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2005
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, Facilities Management Department 0041**

WHEREAS, the McLean County Board, on November 16, 2004, 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 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, the Facilities Management Department 0041, Government Center Program 0115; and,

WHEREAS, the Director of Facilities Management and the County Administrator have identified four additional capital improvements that need to be made within County offices in the Government Center and to the exterior of the building; and,

WHEREAS, the Public Building Commission of McLean County, Illinois (the "PBC") has advised the County Administrator that the PBC bond issue funds to renovate and remodel the Government Center have been exhausted; and,

WHEREAS, the Director of Facilities Management and the County Administrator recommend that the following four additional capital improvements be completed within County offices in the Government Center and to the exterior of the building: (1) addition of a private office for the Chief Deputy Recorder in the Recorder's Office, (2) addition of carpeting in the local records vault in the County Clerk's Office, (3) addition of solar insulation draperies in County offices and departments; and (4) addition of new signage on the east and south exterior marble panels of the building; and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, April 7, 2005, recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance, Facilities Management Department 0041, Government Center Program 0115; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to make an Emergency Appropriation from the unappropriated fund balance of the County's General Fund 0001 in the amount of \$25,500.00 and to amend the Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance as follows:

(2)

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Board Department 0001 0001-0001-0001-0400.0000			
Unappropriated Fund Balance:	\$ 0.00	\$25,500.00	\$25,500.00

(2) That the County Auditor is hereby directed to add to the appropriated budget of the Facilities Management Department 0041, Government Center Program 0115 the following appropriation:

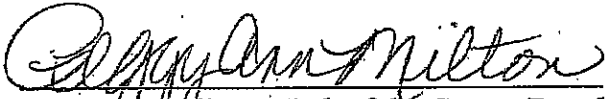
	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
Facilities Management Department 0041 0001-0041-0115-0801.0001			
Capital Improvements:	\$ 0.00	\$25,500.00	\$25,500.00

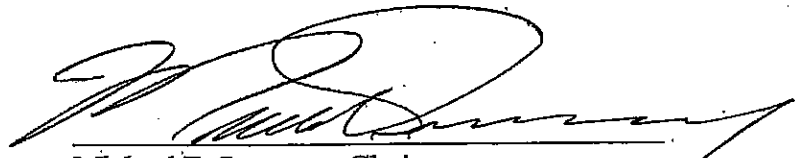
(3) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of Facilities Management.

ADOPTED by the County Board of McLean County this 19th day of April, 2005.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Bostic/Harding moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2005 Combined Annual Budget and Appropriation Ordinance – Government Center – County Administrator. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the following: our General Report can be found on pages 262-270.

CONTRACT

This Contract, entered into this 15th day of May, 2005 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Terry W. Dodds, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Terry W. Dodds is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of felony conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement the sum of \$2,483.88 per month.

The Special Public Defender agrees to:

1. Assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed 46 cases

during the contract period.

2. The Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in the amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and the services of any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender as an independent contractor shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on May 15th 2005, and terminate on December 31, 2005.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
 - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
 - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis
Office of the Public Defender
104 West Front Street, Rm 603
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

For the Attorney:

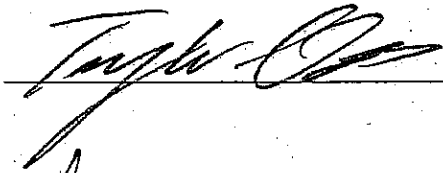
Terry W. Dodds
102 S. East Street, Suite 400
Bloomington, IL 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

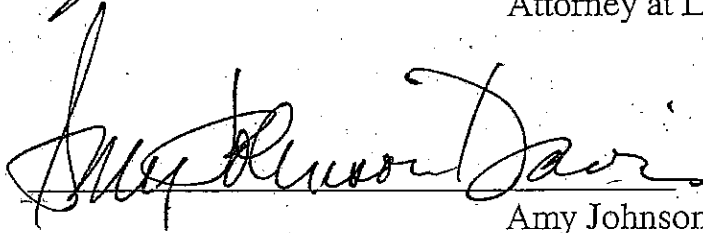
IN WITNESS THEREOF, the parties have affixed their respective signature on the

____ day of _____, _____.

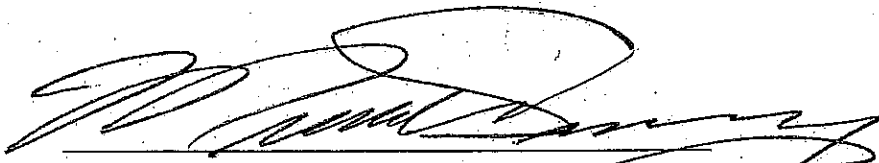
APPROVED:



Terry W. Dodds
Attorney at Law

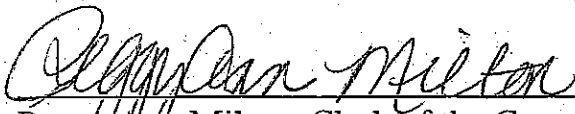


Amy Johnson Davis
McLean County Public Defender



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

CONTRACT

This Contract, entered into this 19th day of April, 2005 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Todd A. Roseberry, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Todd A. Roseberry is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of felony conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement the sum of \$2,483.88 per month.

The Special Public Defender agrees to:

1. Assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed 60 cases

during the contract period.

2. The Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in the amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and the services of any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender as an independent contractor shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on April 19, 2005, and terminate on December 31, 2005.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
 - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
 - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis
Office of the Public Defender
104 West Front Street, Rm 603
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

For the Attorney:

Todd A. Roseberry
200 W. Front Street, Suite 500 A
Bloomington, IL 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the

____ day of _____, _____.

APPROVED:

Todd A. Roseberry
Attorney at Law

Amy Johnson Davis
McLean County Public Defender

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

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

Members Renner/Gordon moved the County Board approve Requests for Approval of Contracts for Special Public Defender with Terry W. Dodds and Todd Roseberry, Attorneys at Law – Public Defender. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS DEPARTMENT OF PUBLIC AID
AND THE MCLEAN COUNTY STATE'S ATTORNEY

Pursuant to the authority granted by Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, the Illinois Department of Public Aid, hereinafter referred to as the Department, and the McLean County State's Attorney, hereinafter referred to as the State's Attorney, in consideration of the mutual covenants contained herein, agree as follows:

COPY

PART I -- SCOPE AND DEFINITIONS

- A. This Intergovernmental Agreement applies to IV-D matters only unless otherwise specifically provided.
- B. The term "IV-D" is defined as set forth in 89 Illinois Administrative Code 160.10(a).
- C. The term "non IV-D" is defined as that which pertains to any support matter other than IV-D as defined in Part I, Section B.
- D. The term "TANF" is defined as Temporary Assistance for Needy Families.
- E. The term "NA" is defined as Non-Assistance and applies to a IV-D case not receiving TANF.

PART II -- PARTIES' OBLIGATIONS

- A. **Joint Obligations.** The parties agree:
 - 1. That the duties undertaken in this Agreement shall be performed in accordance with all applicable Federal and State laws, rules, regulations, policy and procedures including, but not limited to the following:
 - a. Title IV-D of the Social Security Act, 42 USC section 651 *et seq.*
 - b. Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 Code of Federal Regulations.
 - c. Department rules pertaining to the establishment of parentage and the establishment, modification and enforcement of child support and medical support obligations in IV-D cases, appearing in Title 89 Illinois Administrative Code.

27 d. The Department's Child Support Enforcement Manual.

28 e. Title IV-D Action Transmittals issued by the Federal Office of Child Support
29 Enforcement.

30 f. Department letters and memoranda prescribing or interpreting IV-D policy and
31 procedures.

32 2. To use all reasonable diligence in performing the duties undertaken in this Agreement.

33 **B. Department's Obligations.** The Department agrees:

34 1. To refer or cause to be referred to the State's Attorney IV-D matters involving the
35 establishment of parentage and the establishment, modification, enforcement and collection
36 of child support obligations.

37 2. To inform the State's Attorney of changes and amendments to Federal and State laws, rules,
38 regulations, policy and procedures affecting the handling of IV-D cases by the State's
39 Attorney within five (5) business days after receiving said changes and amendments.

40 3. To provide assistance to the State's Attorney for initial interview of custodial and
41 non-custodial parents and preparation of pleadings, including a determination of arrearages
42 owed, as reflected in Department, State Disbursement Unit and court payment records.

43 4. To review all cases referred to the State's Attorney to insure that information is both
44 pertinent and accurate and that documents are complete.

45 5. To make available to the State's Attorney the services of its State Parent Locator Service.

46 6. To provide access to IV-D case records of the Department for use by the State's Attorney
47 in performing its duties under this Agreement.

48 7. To inform the State's Attorney, within time periods required by Federal regulations or
49 Department policy, of any change in the status or composition of a IV-D case which would
50 affect handling of the case by the State's Attorney.

51 8. To monitor on a monthly basis the State's Attorney's performance of and compliance with
52 the duties undertaken in this Agreement.

53 9. To provide training to Department or State's Attorney staff on specific issues of mutual
54 concern.

55 10. To furnish, at the request of the State's Attorney, available assistance, information and
56 documents needed by the State's Attorney in order to verify payments, amount of
57 collections, or reduction of claims.

58 C. State's Attorney's Obligations. The State's Attorney agrees:

- 59 1. To accept for handling all IV-D matters, as defined in Part I, Section B. of this Agreement,
60 and to perform and comply with the duties set forth in the Appendices, attached hereto and
61 made a part hereof.
- 62 2. To provide initial and ongoing training to newly assigned and existing State's Attorney staff
63 necessary to carry out the responsibilities of this Agreement, including, but not limited to
64 IV-D policy and procedure, Key Information Delivery System (KIDS), statutory provisions
65 and case decisions relating to child support and any other matters mutually agreed upon by
66 the parties. The State's Attorney will provide to the Department a current copy of all
67 training packets and modules.
- 68 3. To maintain and provide to the Department and the Office of the Illinois Attorney General
69 a copy of the State's Attorney's policy and procedure manual, if any, covering all IV-D
70 activities and functions. Updates, corrections or changes affecting IV-D procedure will be
71 submitted to the Department five (5) business days prior to their occurrence.
- 72 4. To submit monthly reports and any other reports required by the Department, the format and
73 content of which shall be as specified by the Department after consultation with the State's
74 Attorney, and any report required by the Federal Office of Child Support Enforcement.
- 75 5. To report to the Department, within five (5) business days any information obtained which
76 may be relevant to the eligibility of a Title IV-D client for Public Assistance or for IV-D
77 services.
6. That when handling any case referrals made by the Department under this Agreement, the
attorneys employed by the Office of the State's Attorney represent the Department
exclusively, and they do not represent the custodial parent, non-custodial parent or any party
to the action other than the Department.
- a. If the State's Attorney's Office has previously prosecuted for a felony offense a custodial
parent, non-custodial parent or a child for whom a support order was pursued, it may
forward the referral to the Attorney General's Office for the purpose of representing the
Department on said specific referral.
- b. If the State's Attorney, in his or her private practice, has previously represented one of
the parties in the matter referred to the State's Attorney's Office, the State's Attorney's
Office may forward the referral to the Attorney General's Office for the purpose of
representing the Department on said referral.
- c. If the State's Attorney's Office determines that there is any other ethical bar to handling
a legal action referral (LAR), it shall appoint a Special Assistant State's Attorney for the
purpose of representing the Department on said referral.
- 86 7. That the State's Attorney's Office understands that the Attorney General is the legal
87 representative for the Department with regard to all appellate proceedings involving Title
88 IV-D cases.
89
90
91
92
93
94
95

132 equipment is no longer needed by the State's Attorney to perform its duties under this
133 Agreement.

- 134 5. The provisions of 45 CFR 74.27 will govern computing direct and indirect costs, if
135 applicable, for purposes of developing the State's Attorney's budget and any revisions
136 thereto, and computing the amount of direct and any applicable indirect costs payable under
137 this Agreement.
- 138 6. The budget shown in **Appendix B.** results from certain assumptions, including but not
139 limited to salary increases as passed by County Board resolutions, regarding State's
140 Attorney cost rates. Should actual rates vary from the assumptions, the Department and the
141 State's Attorney may negotiate an amended budget.

142 **B. Funding and Payment.**

- 143 1. The Department will arrange for funding, during the period covered by this Agreement, in
144 accordance with existing federal regulations, to reimburse the State's Attorney for direct and
145 any applicable indirect costs, subject to Federal Financial Participation (FFP), incurred by
146 the State's Attorney in performing the duties undertaken in this Agreement. Such costs are
147 denoted in the budget incorporated into this Agreement as **Appendix B.** The Department
148 will reimburse the State's Attorney for monthly expenditures, as adjusted in accordance
149 with federal regulations.
- 150 2. All funds under the terms of this Intergovernmental Agreement are to be used for the
151 express purpose of Title IV-D child support enforcement efforts.
- 152 3. The parties will make final determination of the necessary costs incurred under this
153 Agreement. Such costs, mutually agreed upon and subject to FFP, will be determined as of
154 the close of business on the date of termination of this Agreement from expenditures
155 submitted by the State's Attorney. The Department will reimburse the State's Attorney for
156 any underpayment of such finally determined costs under **Part III, Section B.1.**, and the
157 State's Attorney will reimburse the Department for any overpayment under **Part III,**
158 **Section B.1.**, within sixty (60) calendar days after such determination.
- 159 4. Payments made by the Department pursuant to **Part III, Section B.1.** shall constitute full
160 payment owed to the State's Attorney by the Department or the IV-D client under Federal
161 or State law for the duties performed by the State's Attorney under this Agreement. The
162 State's Attorney will not seek any additional payment from the Department or the IV-D
163 client for the performance of these duties.
- 164 5. The State's Attorney will be solely responsible and liable for all expenditure disallowances
165 resulting from the State's Attorney's actions as set forth in any audit by the federal Office
166 of Child Support Enforcement or by the Department. The State's Attorney will reimburse
167 the Department for the amount of any such disallowance; provided however, the
168 Department shall be required to give the State's Attorney timely notice of any such
169 disallowances and an opportunity to rebut any question of the State's Attorney's liability.
170 The State's Attorney, however, shall not be held liable for any disallowances concerning

171 expenditures the State's Attorney undertook at the request of, or with the written approval
172 of, the Department.

173 6. All expenditure reports and revisions to expenditure reports for the period July 1, 2005
174 through June 30, 2006, must be received by the Department no later than August 10, 2006,
175 in order to ensure payment under this Agreement. Failure by the State's Attorney to present
176 such reports prior to the August 10, 2006, deadline may require the State's Attorney to seek
177 payment for such expenditures through the Illinois Court of Claims and the General
178 Assembly.

179 7. The amount of indirect costs allowable under this Agreement is the amount reflected on
180 **Appendix B.**

181 **C. Reimbursement, Records and Reporting.**

182 1. Monthly reimbursements payable to the State's Attorney are conditional upon the timely
183 receipt of expenditure reports by the Department as described in **Part III, Sections C.2. and**
184 **C.3.**, and upon the availability of Federal and State funds.

185 2. The State's Attorney will submit to the Department reports of actual expenditures ten (10)
186 business days following the month of such expenditures. Any transfers of funds between
187 budget line items will be specified. The Department will authorize payment to the State's
188 Attorney within thirty (30) calendar days after receipt of complete, accurate and valid
189 expenditure reports with appropriate documentation. Reports shall be mailed to:

190 Illinois Department of Public Aid
191 Division of Finance and Budget
192 Contract & Expenditure Processing Unit
193 509 S. 6th Street, 3rd Floor
194 Springfield, Illinois 62701

195 3. The State's Attorney agrees to maintain and submit to the Department records, including
196 but not limited to, payroll records, purchase orders, leases, billings, adequate to identify total
197 time expended each month by State's Attorney staff filling positions indicated in **Appendix**
198 **B.**, and the purpose for which any non-personnel funds were expended under this
199 Agreement. For purposes of amounts reimbursable under **Part III, Section B.1.**, only those
200 expenses or portions thereof stated in **Appendix B.** are reimbursable. For non-personnel
201 items, the State's Attorney agrees to provide proofs of payments, in the form of canceled
202 checks, vendor invoices (stating paid in full) or any other proof that payment has been made.
203 The State's Attorney agrees to provide time sheets for any temporary employees or
204 contractual employees hired by the State's Attorney to fulfill the duties of this Agreement.

205 4. The State's Attorney agrees to comply with the Federal Office of Management and Budget
206 (OMB) Circular A-133 (Audits of States, Local Government, and Non-Profit Organizations)
207 concerning single audits. Local Governments that expend \$300,000 or more a year in
208 Federal financial assistance must have an audit performed in accordance with the Federal
209 OMB Circular A-133. Such audit report (s), if required, should be completed within nine

210 (9) months following the end of the County's fiscal year. The State's Attorney must submit
211 one (1) copy of any required audit within thirty (30) calendar days after receipt of the
212 auditor's report(s). Copies of the auditor's report(s) shall be sent to:

213 Illinois Department of Public Aid
214 Thomas Meirink
215 Office of State Purchasing Officer
216 201 South Grand Ave., East - 2nd Floor
217 Springfield, Illinois 62763

218 5. Prior written approval from the Department's Contract Manager must be secured by the
219 State's Attorney in order to receive reimbursement for the following:

- 220 a. The cost of new or additional leases or rental agreements for either real or personal
221 property.
- 222 b. The cost of any furniture and equipment of at least \$100.00 in unit cost or, regardless of
223 price, any camera or calculator requires written approval from the Department, prior to
224 purchase, which approval shall not be unreasonably withheld. Department shall provide
225 a written response within ten (10) business days for Electronic Data Processing (EDP)
226 equipment and three (3) business days for all other equipment after receiving said
227 request. Any equipment purchased during the terms of this Agreement, if approved by
228 the Department, having a unit acquisition cost of \$25,000 or less may be claimed in the
229 period acquired. Equipment purchased and approved by the Department under the terms
230 of this Agreement having a unit acquisition cost of more than \$25,000 shall be
231 depreciated in equal amounts over a five-year period, at the discretion of the Department.

232 6. The onsite State's Attorney contact name and phone number for equipment and furniture
233 inventory is:

234 Name: Todd C. Miller

235 Phone Number: (309) 888-5961

236 7. The Department shall be responsible for maintaining software provided directly by the
237 Department. The State's Attorney shall contact the following local LAN Coordinator
238 regarding maintenance related for this software:

239 Name: Kristie Whitlow

240 Phone Number: 309-686-7805

241 8. The State's Attorney shall be responsible for obtaining hardware, software and office
242 equipment maintenance agreements, excluding software purchased by the Department as
243 set forth in Part III, Section C.7., and for purchasing supplies, i.e., paper, toner, ink
244 cartridges, cleaning kits, etc.) for all equipment under this or any Agreement between the

245 parties . All purchases made in regards to this **Part III, Section C.8** are reimbursable up to
246 the limit of the budget amount found in **Appendix B** of this Agreement.

- 247 9. Each local State's Attorney Office will be connected to the DPA KIDS system via a DPA
248 provided Child Support data circuit installed to the County facility. The State's Attorney
249 Office will work with DPA technical staff to establish this connectivity in the most cost
250 effective manner possible for the taxpayers of Illinois. As technology changes are made by
251 DPA and the State of Illinois that allow more cost effective connectivity solutions, the
252 States' Attorney Office will work with DPA technical staff to allow these solutions to be
253 used for DPA provided connections at the State's Attorney's Office.

PART IV – COMPLIANCE

- 254 A. If the Department determines that the State's Attorney's attempt to comply with one or more
255 provisions of this Agreement is unacceptable, the State's Attorney will develop and submit to
256 the Contract Manager or her designee a written plan for corrective action by mutual agreement
257 with the Department. A corrective action plan must detail the steps to be taken to bring
258 provision(s) into compliance and an estimate as to when compliance will be achieved. Upon
259 receipt of the Department's request for a corrective action plan, the State's Attorney has thirty
260 (30) calendar days to provide a written plan to the Department.
- 261 B. The State's Attorney agrees to take all prescribed steps and actions to comply with the
262 requirements of any corrective action plan agreed upon by the parties.

PART V – TERMS, CONDITIONS & CERTIFICATIONS

- 263 A. **Rules of Construction.** Unless otherwise specified or the context otherwise requires:
- 264 1. Provisions apply to successive events and transactions;
- 265 2. "Or" is not exclusive;
- 266 3. References to statutes and rules include subsequent amendments and successors thereto;

- 267 4. The various headings of this Agreement are provided for convenience only and shall not
268 affect the meaning or interpretation of this Agreement or any provision hereof;
- 269 5. If any payment or delivery hereunder shall be due on any day which is not a business day,
270 such payment or delivery shall be made on the next succeeding business day;
- 271 6. "Days" shall mean calendar days; "Business day" shall mean a weekday (Monday through
272 Friday), between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time,
273 excluding state holidays;
- 274 7. Use of the male gender (e.g., "he", "him", "his") shall be construed to include the female
275 gender (e.g., "she", "her"), and vice versa;
- 276 8. Words in the plural which should be singular by context shall be so read, and vice versa;
277 and
- 278 9. The Illinois Department of Public Aid shall mean the Illinois Department of Public Aid or
279 any successor agency charged with administering child support enforcement or medical
280 assistance under the Illinois Public Aid Code (305 ILCS 5/1-1 *et seq.*).

281 **B. Term and Scope of Agreement.**

- 282 1. **Term.** This Agreement shall be effective on July 1, 2005, and shall continue through June
283 30, 2006 unless the Agreement is otherwise terminated as set forth in **Part V, Section C.**
- 284 2. **Renewal.** This Agreement may be renewed for additional periods by each party furnishing
285 written notification of such intent, with the time period of coverage and contract amount for
286 such renewal specified in the written notice. In no event shall the renewal terms and the
287 initial term of the Agreement exceed three (3) years.
- 288 3. **Entirety of Agreement.** The terms and conditions of this Agreement along with the
289 applicable Department's Administrative Rules, shall constitute the entire present Agreement
290 between the parties. This Agreement constitutes a total integration of all rights, benefits and
291 obligations of the parties, and there exist no other agreements or understandings, oral or
292 otherwise, that bind any of the parties regarding the subject matter of this Agreement. This
293 Agreement supersedes and revokes any prior Agreement between the parties as to the
294 subject matter of this Agreement.

295 **C. Termination of Agreement.**

- 296 1. **Availability of Funds.** This Agreement is subject to the availability of Department
297 appropriation and the availability of Federal funds for the purpose outlined in the
298 Agreement. The Department's obligations hereunder shall be subject to automatic
299 termination as provided in this **Part V, Section C.** in any year for which the General
300 Assembly of the State of Illinois or Federal funding source(s) fails to make an appropriation
301 or reappropriation to pay such obligations. The Department shall provide notice to the

302 County of the cessation of funding and termination of this Agreement under this section
303 within five (5) calendar days after the Department receives notice that its funding will cease.

- 304 2. **Termination Without Cause.** This Agreement may be terminated by the Department or
305 by the State's Attorney without cause upon thirty (30) days' written notice to the other party.
306 The State's Attorney, the Department and the Office of the Illinois Attorney General will
307 all cooperate with each other to create and implement a plan for transition of child support
308 enforcement services. Upon termination, the State's Attorney shall be paid for work
309 satisfactorily completed prior to the date of termination.
- 310 3. **Notice of Change in Circumstances.** In the event the State's Attorney becomes a party to
311 any litigation, investigation or transaction that may reasonably be considered to have a
312 material impact on the State's Attorney's ability to perform under this Agreement, the
313 State's Attorney will immediately notify the Department in writing.
- 314 4. **Nonwaiver.** Failure of either party to insist on performance of any term or condition of this
315 Agreement or to exercise any right or privilege hereunder shall not be construed as a
316 continuing or future waiver of such term, condition, right or privilege.
- 317 5. **Automatic Termination.** This Agreement shall automatically terminate on a date set by
318 the Department for any of the following reasons. The State's Attorney, the Department and
319 the Office of the Illinois Attorney General will all cooperate with each other to create and
320 implement a plan for transition of child support enforcement services.
- 321 a. If funds become unavailable as set forth in **Part V, Section C.1.** of this Agreement;
 - 322 b. If the State's Attorney breaches any of the representations, warranties or covenants set
323 forth in **Part V, Section G.** of this Agreement;
 - 324 c. If legislation or regulations are enacted or a court of competent jurisdiction interprets a
325 law so as to prohibit the continuance of this Agreement or the child support enforcement
326 program;
 - 327 d. Upon the State's Attorney's refusal to amend this Agreement pursuant to **Part V, Section**
328 **F.2.** of this Agreement; or
 - 329 e. If an extraordinary event beyond the control of the State's Attorney such as destruction
330 of the facility by fire, flood or another act of God, prevents the State's Attorney from
331 fulfilling their obligations under this Agreement.

332 **D. Contract Management and Notices.**

- 333 1. **Contract Management.** The Department shall designate a Contract Manager who will
334 facilitate communication between the State's Attorney and various administrative units
335 within the Department. All communications from the State's Attorney to the Department
336 pertaining to this Agreement are to be directed to the Contract Manager at the address and
337 telephone number set forth herein.

339 Illinois Department of Public Aid
340 Division of Child Support Enforcement
341 Attn: Yvette Perez-Trevino, Contract Manager
342 32 W. Randolph Street, Room 1600
343 Chicago, Illinois 60601
344 Telephone: 312-793-3846

345 2. Notices.

- 346 a. All telephonic communications between the parties shall be made to the telephone
347 number(s) set forth below. All written notices, requests and communications, unless
348 specifically required to be given by a specific method, may be: (1) delivered in person,
349 obtaining a signature indicating successful delivery; (2) sent by a recognized overnight
350 delivery service, obtaining a signature indicating successful delivery; (3) sent by certified
351 mail, obtaining a signature indicating successful delivery; or (4) transmitted by
352 telefacsimile, producing a document indicating the date and time of successful
353 transmission, to the address or telefacsimile number set forth below. Either party may at
354 any time give notice in writing to the other party of a change of name, address, or
355 telephone or telefacsimile number.

356 Department: Barry S. Maram, Director
357 Illinois Department of Public Aid
358 201 South Grand Avenue East
359 Springfield, Illinois 62763

360 State's Attorney: William A. Yoder
361 McLean County State's Attorney
362 104 W. Front Street, Room 605
363 Bloomington, Illinois 61702-2400

364 Remittance Address: McLean County State's Attorney
365 P.O. Box 2400
366 Bloomington, Illinois 61702-2400

- b. All telephonic communications required or desired to be given either party to this Agreement to the other party, shall be directed as follows:

→ Department: Lonnie Nasatir
Telephone: (312) 793-2964
Fax: (312) 793-5681

State's Attorney: William A. Yoder
Telephone: (309) 888-5400
Fax: (309) 888-5429

375 E. **Payment.**

- 376 1. **Retention of Payments.** In addition to pursuit of actual damages or termination of this
377 Agreement, if any failure of the State's Attorney to meet any requirement of this Agreement
378 results in the withholding of Federal funds from the State, the Department will withhold and
379 retain an equivalent amount from payment(s) to the State's Attorney until such Federal
380 funds are released to the State, at which time the Department will release to the State's
381 Attorney the equivalent withheld funds.
- 382 2. **Deductions from Payments.** Payments to the State's Attorney may be reduced or
383 suspended in accordance with **Part V, Section F.4.**
- 384 3. **Computational Error.** The Department reserves the right to correct any mathematical or
385 computational error in payment subtotals or total contractual obligation. The Department
386 will notify the State's Attorney of any such corrections.
- 387 4. **Travel.** Payment for travel expenses as provided in **Part III, Section C.5.c.** will be made
388 by the Department under this Agreement subject to the rules promulgated by the Illinois
389 Travel Requirements Council and approved by the Governor's Travel Control Board.

390 F. **General Terms.**

- 391 1. **Agreement to Obey All Laws.** The State's Attorney shall at all times observe, comply
392 with, and perform all obligations hereunder in accordance with, all laws, ordinances, codes
393 and regulations of Federal, State, County and local governmental agencies which in any
394 manner affect the terms of this Agreement.
- 395 2. **Amendments.**
- 396 a. This Agreement may be amended or modified by the mutual consent of the parties at any
397 time during its term. Amendments to this Agreement must be in writing and signed by
398 the parties. No change in, addition to, or waiver of any term or condition of this
399 Agreement shall be binding on the Department unless approved in writing by an
400 authorized representative of the Department.
- 401 b. **Mandatory Amendments.** The State's Attorney shall, upon request by the Department
402 and receipt of a proposed amendment to this Agreement, amend this Agreement, if and
403 when required, in the opinion of the Department, to comply with Federal or State laws
404 or regulations, and upon the interpretation and advice of appropriate federal agency or
405 agencies to comply with Federal law or regulations. If the State's Attorney refuses to sign
406 such amendment within fifteen (15) business days after receipt, this Agreement shall
407 terminate as provided in **Part V, Section C.**
- 408 3. **Assignment.** Neither party shall assign any right, benefit or duty under this Agreement
409 without the other party's prior written consent.
- 410 4. **Audits and Records.**

411 a. **Right of Audit.** This Agreement, and all books, records, and supporting documents
412 related thereto, shall be available for review or audit by State and Federal officials,
413 including but not limited to the Department and its representatives, the Department of
414 Public Aid Office of Inspector General, the Illinois State Police Medicaid Fraud Unit,
415 Federal auditors and the Illinois Auditor General, and the State's Attorney agrees to
416 cooperate fully with any such review or audit. Upon reasonable notice by any authority,
417 the State's Attorney shall provide, in Illinois, or any other location designated by the
418 authority, during normal business hours, full and complete access to the relevant portions
419 of the State's Attorney's books and billing records as they relate to payments under this
420 Agreement. If the audit findings indicate overpayment(s) to the State's Attorney, the
421 Department shall adjust future or final payments otherwise due to the State's Attorney.
422 If no payments are due and owing to the State's Attorney, or if the overpayment(s)
423 exceeds the amount otherwise due to the State's Attorney, the State's Attorney shall
424 immediately refund all amounts which may be due to the Department.

425 b. **Retention of Records.** The State's Attorney shall maintain all business, professional,
426 and other records in accordance with State law, the specific terms and conditions of this
427 Agreement, and pursuant to generally accepted accounting practice. The State's Attorney
428 shall maintain, during the pendency of the Agreement and for a minimum of five (5)
429 years after the completion of the Agreement, adequate books, records, and supporting
430 documents to verify the amounts, recipients, and uses of all disbursements of funds
431 passing in conjunction with the Agreement. If an audit, litigation, or other action
432 involving the records is begun before the end of the five-year period, the records must
433 be retained until all issues arising out of the action are resolved. Failure to maintain the
434 books, records, and supporting documents required by this **Part V, Section F.4.** shall
435 establish a presumption in favor of the Department for the recovery of any funds paid by
436 the Department under the Agreement for which adequate books, records, and other
437 documents are not available to support the purported disbursement.

438 5. **Choice of Law and Dispute Resolution.**

439 a. **Choice of Law.** This Agreement shall be governed by and construed according to the
440 laws and administrative rules of the State of Illinois. Any claim against the State arising
441 out of this Agreement must be filed exclusively with the Illinois Court of Claims or, if
442 jurisdiction is not accepted by that court, with the appropriate State or Federal court
443 located in Sangamon County, Illinois.

444 b. **Dispute Resolution.** In the event that the Department and the State's Attorney have a
445 dispute as to the meaning of a requirement solely included as a result of a Federal
446 regulation applicable to or referred to in this Agreement, the Department will request an
447 interpretation from the appropriate Federal agency or agencies, and that interpretation
448 will be adopted by the Department and the State's Attorney.

449 6. **Confidentiality.**

450 a. **Confidentiality of Identified Information.** Each party shall protect the confidentiality
451 of information provided by the other party, or to which the receiving party obtains access
452 by virtue of its performance under this Agreement, that either has been reasonably
453 identified as confidential by the disclosing party or by its nature warrants confidential

454 treatment. The receiving party shall use such information only for the purpose of this
455 Agreement and shall not disclose it to anyone except those of its employees who need
456 to know the information. These nondisclosure obligations shall not apply to information
457 that is or becomes public through no breach of this Agreement, that is received from a
458 third party free to disclose it, that is independently developed by the receiving party, or
459 that is required by law to be disclosed. Confidential information shall be returned to the
460 disclosing party upon request.

- 461 **b. Confidentiality of Program Recipient Identification.** The State's Attorney shall
462 ensure that all information, records, data, and data elements pertaining to applicants for
463 and recipients of public assistance, or to providers, facilities, and associations, shall be
464 protected from unauthorized disclosure by the State's Attorney and its employees and by
465 the State's Attorney's subcontractors and their employees, pursuant to 305 ILCS 5/11-9,
466 11-10, and 11-12, 42 USC 654(26), and 45 CFR Part 303.21. To the extent that the
467 State's Attorney, in the course of performing this Agreement, serves as a business
468 associate of the Department, as "business associate" is defined in the HIPAA Privacy
469 Rule (45 CFR 160.103), the State's Attorney shall assist the Department in responding
470 to the client as provided in the HIPAA Privacy Rule, and shall maintain for a period of
471 six (6) years any records relevant to a client's eligibility for services under the
472 Department's medical programs.

- 473 **7. Disputes Between State's Attorney and Other Parties.** All disputes between the State's
474 Attorney and any subcontractor retained by the State's Attorney shall be solely between
475 such subcontractor and the State's Attorney, and the Department shall be held harmless by
476 the State's Attorney.

- 477 **8. Gifts.** The State's Attorney is prohibited from giving gifts to Department employees. The
478 State's Attorney and its principals, employees, and subcontractors are prohibited from
479 giving gifts to, or accepting gifts from, any person who has a contemporaneous Agreement
480 with the Department involving duties or obligations related to this Agreement.

- 481 **9. Relationship of the Parties.** For all purposes and services set forth and described in this
482 Agreement, neither the Department nor the State's Attorney shall be deemed to be an agent,
483 principal, employer or employee of the other. Nothing in this provision is intended to
484 abrogate any rights the State's Attorney may have under the State Employees
485 Indemnification Act. Solely for the purposes of services performed under this Agreement,
486 the State's Attorney and its employees shall perform in the role of independent contractors
487 of the Department. The State's Attorney shall be responsible for payment of all
488 compensation, including pension benefits due to any person employed by State's Attorney.
489 State's Attorney employees providing services under this Agreement shall not be entitled
490 to claim or receive any employment benefits from the Department. None of the employees
491 of the parties hereto shall be entitled to the benefits provided to employees of the other
492 solely by virtue of this Agreement. Payment by the Department into any State's Attorney
493 employee welfare plan as part of the compensation arrangement for services rendered
494 hereunder, as set forth in Appendix B, shall not be construed to create an employment
495 relationship between the State's Attorney employee or the State's Attorney and the
496 Department. Each party shall be responsible for the reporting of, and compliance with,
497 applicable local, State and Federal laws, including taxes and social security to the extent

498 applicable, unless otherwise set forth herein. Nothing in this Agreement shall be construed
499 to prevent either the Department or the State's Attorney from pursuing any cause of action
500 available under law, including pursuit of specific performance or damages.

501 10. **Media Relations and Public Information.** The parties will cooperate in connection with
502 media inquiries, campaigns or initiatives involving the Agreement. The State's Attorney
503 shall consult with the Department's Office of Communication upon receiving inquiries
504 regarding the Title IV-D Program.

505 11. **Nondiscrimination.** The State's Attorney shall abide by all applicable Federal and State
506 laws, regulations and orders which prohibit discrimination because of race, creed, color,
507 religion, sex, national origin, ancestry, age, or physical or mental disability,. The State's
508 Attorney further agrees to take affirmative action to ensure that no unlawful discrimination
509 is committed in any manner, including, but not limited to, in the delivery of services under
510 this Agreement.

511 12. **Ownership of Work Product.** Any and all work product, including, but not limited to,
512 reports, written documents, computer programs, electronic data bases, electronic data
513 processing documentation and source materials collected, purchased, or developed under
514 this Agreement shall remain the exclusive property of the Department. There shall be no
515 dissemination, publication or copyrighting of any work product or data or of any writing
516 based upon or prepared as a result of any work product or work performed under this
517 Agreement without prior written consent of the Department. The State's Attorney
518 acknowledges that the Department is under no obligation to give consent and that the
519 Department may, if it gives consent, subject that consent to such additional terms and
520 conditions as the Department may require. With the written consent of the Department, the
521 State's Attorney may retain copies of the work product for its own use, provided that all
522 laws, rules and regulations pertaining to the maintenance of confidentiality are observed.

523 13. **Purchase and Transfer of Equipment.** The State's Attorney shall not purchase equipment
524 with funds received under this Agreement without having obtained the Department's prior
525 approval. For purposes of this Article, "equipment" shall include any product, tangible and
526 non-tangible, used solely in the State's Attorney's performance under this Agreement and
527 an acquisition cost of at least \$100. The State's Attorney acknowledges that the Department
528 is under no obligation to give consent and that the Department may, if it gives consent,
529 subject that consent to such additional terms and conditions as the Department may require.
530 The Department shall have the right to require transfer of any such purchase to the
531 Department, including transfer of title. In the event of termination of this Agreement, the
532 Department has the right of first refusal for all property purchased under this or any prior
533 agreements. Should the State's Attorney decide to dispose of or transfer any equipment
534 purchased under this or any prior agreements, the Department has the right of first refusal.

535 14. **Severability.** In the event that any provision, term or condition of this Agreement is
536 declared void, unenforceable, or against public policy, then said provision, term or condition
537 shall be construed as though it did not exist and shall not affect the remaining provisions,
538 terms, or conditions of this Agreement.

539 15. **Sexual Harassment.** The State's Attorney shall comply with the terms of 775 ILCS
540 5/2-105.

541 16. **Solicitation of Employees.** During the term of this Agreement, and for a period of one (1)
542 year after its termination, the State's Attorney and the Department agree that they will not
543 solicit for employment or employ, either as an employee or an independent contractor, any
544 person who is or has been employed by the other in a managerial or policy-making role
545 regarding this Agreement within the previous twelve (12) months, except with written
546 notice to the other. The State's Attorney shall immediately notify the Department's Ethics
547 Officer in writing if the State's Attorney solicits or intends to solicit for employment any
548 of the Department's employees during the term of this Agreement. The Department will be
549 responsible for keeping the State's Attorney informed as to the name and address of the
550 Ethics Officer. Should an employee of the State's Attorney take and pass all required
551 employment examinations and meet all relevant employment qualifications, the Department
552 may employ that individual and no breach of this Agreement shall have occurred.

553 **17. Subcontracts.**

- 554 a. If the State's Attorney will utilize the services of a subcontractor in its performance under
555 this Agreement, the State's Attorney shall so state in an attachment to this Agreement
556 and list in that attachment the names and addresses of each subcontractor that will be
557 used and the expected amount of money each subcontractor will receive.
- 558 b. If the State's Attorney adds or changes any subcontractor during the term of this
559 Agreement, the State's Attorney shall promptly notify the Department and the Illinois
560 Department of Central Management Services in writing of the names, addresses and
561 expected amount of money each new or replaced subcontractor will receive.
- 562 c. All subcontracts must be in writing and must be reviewed and approved by the
563 Department prior to execution. All subcontractors are subject to all terms of this
564 Agreement. The State's Attorney shall remain responsible for the performance of all
565 subcontractors.

566 18. **Survival of Obligations.** Those obligations under this Agreement which by their nature are
567 intended to continue beyond the termination or expiration of this Agreement shall survive
568 the termination or expiration of this Agreement.

569 **G. State's Attorney Certifications.**

570 **1. General Warranties of State's Attorney.**

- 571 a. The State's Attorney warrants to the Department that:
- 572 i. The services and deliverable products herein required to be performed or provided
573 will be completed in a good, professional manner;
- 574 ii. The person executing this Agreement on behalf of the State's Attorney is duly
575 authorized to execute the Agreement and bind the State's Attorney to all terms and
576 conditions hereunder; and

577 iii. For a period of ninety (90) days after completion of all services and deliverable
578 products provided for under this Agreement and any subsequent related Agreement,
579 and acceptance of the same by the Department, any defects or problems found in
580 the work performed or submitted by the State's Attorney will be expeditiously
581 corrected by the State's Attorney without additional charge to the Department.

582 b. Violation of any of these warranties by the State's Attorney shall subject this Agreement
583 to automatic termination pursuant to **Part V, Section C.**

584 2. **Bid Rigging, Bid Rotating and Inducement.** The State's Attorney certifies that it is not
585 barred from being awarded a contract or subcontract as a result of a violation of 720 ILCS
586 5/33E-3 or 33E-4. State's Attorney certifies that it has not paid any money or other valuable
587 thing to any Person to induce that Person not to bid on a State contract or to recompense that
588 Person for not having bid on a State contract.

589 3. **Bribery.** The State's Attorney certifies that it is not barred from being awarded a contract
590 or subcontract under Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5).

591 4. **Clean Air Act and Clean Water Act.** If this Agreement is for an amount greater than
592 \$100,000.00, the State's Attorney certifies that it is in compliance with all applicable
593 standards, orders or regulations issued pursuant to the Federal Clean Air Act (42 U.S.C.
594 7401 *et seq.*) and the Federal Water Pollution Control Act (33 U.S.C. 1251 *et seq.*).
595 Violations shall be reported to the U.S. Department of Health and Human Services and the
596 appropriate Regional Office of the U.S. Environmental Protection Agency.

597 5. **Conflict of Interest.** The State's Attorney certifies that it is not prohibited from contracting
598 with the Department on any of the bases provided in Section 50-13 of the Illinois
599 Procurement Code (30 ILCS 500/50-13). The State's Attorney further certifies that it neither
600 has nor shall acquire any interest, public or private, direct or indirect, which may conflict
601 in any manner with its performance under this Agreement, and that it shall not employ any
602 person having such an interest in connection with its performance under the Agreement. The
603 State's Attorney shall be under a continuing obligation to disclose any conflicts to the
604 Department, which shall, in its sole good faith discretion, determine whether such conflict
605 is cause for the termination of the Agreement.

606 6. **Drug Free Workplace.** The State's Attorney certifies that it has completed the attached
607 State of Illinois Drug Free Workplace Certification.

608 7. **Licenses and Certificates.** The State's Attorney certifies that its employees and
609 subcontractors who will perform services under this Agreement possess all certificates or
610 licenses, including professional, necessary to perform the duties and obligations under this
611 Contract; that any certificates or licenses are currently in good standing with the certifying
612 or licensing entity or entities; and that any certificates or licenses will continue to be
613 maintained in good standing.

614 8. **Lobbying.** If this Agreement is for an amount greater than \$100,000.00:

- 615 a. The State's Attorney certifies to the best of its knowledge and belief, that no Federally
616 appropriated funds have been paid or will be paid by or on behalf of the State's Attorney,
617 to any person for influencing or attempting to influence an officer or employee of any
618 agency, a Member of Congress, an officer or employee of Congress, or an employee of
619 a Member of Congress in connection with the awarding of any Federal contract, the
620 making of any Federal loan or grant, or the entering into of any cooperative agreement,
621 or the extension, continuation, renewal, amendment, or modification of any Federal
622 contract, grant, loan or cooperative agreement.
- 623 b. If any funds other than Federally appropriated funds have been paid or will be paid to any
624 person for influencing or attempting to influence an officer or employee of any agency,
625 a Member of Congress, an officer or employee of Congress, or an employee of a Member
626 of Congress in connection with this Federal contract, grant, loan or cooperative
627 agreement, the State's Attorney shall complete and submit Standard Form LLL,
628 "Disclosure Forms to Report Lobbying," in accordance with its instructions. Such Form
629 is to be obtained at the State's Attorney's request from the Department's Bureau of Fiscal
630 Operations.
- 631 c. The State's Attorney shall require that the language of this certification be included in
632 the award document for subawards at all tiers (including subcontracts, subgrants, and
633 contracts under grants, loans, and cooperative agreements) and that all subrecipients shall
634 certify and disclose accordingly.
- 635 d. This certification is a material representation of fact upon which reliance was placed
636 when this contract was executed. Submission of this certification is a prerequisite for
637 making or entering into the transaction imposed by Section 1352, Title 31, U.S. Code.
638 Any person who fails to file the required certification shall be subject to a civil penalty
639 of not less than \$10,000 and not more than \$100,000 for each such failure.

640 9. **New Hire Reporting.** The State's Attorney certifies that it shall comply with the
641 requirements of 820 ILCS 405/1801.1.

642 10. **Nonparticipation in International Boycott.** The State's Attorney certifies that it neither
643 participates nor shall participate in an international boycott in violation of the provisions of
644 the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of
645 Commerce promulgated under that Act.

646 11. **Nonpayment of Dues or Fees.** The State's Attorney certifies that it neither pays dues or
647 fees on behalf of its employees or agents nor subsidizes or otherwise reimburses them for
648 payment of dues or fees to any club which unlawfully discriminates, and that therefore the
649 State's Attorney is not prohibited from selling goods or services to the State of Illinois under
650 775 ILCS 25/0.01 *et seq.*

651 12. **Nonsolicitation of Contract.** The State's Attorney certifies that it has not employed or
652 retained any company or person, other than a bona fide employee working solely for the
653 State's Attorney, to solicit or secure this Agreement, and that it has not paid or agreed to pay
654 any company or person, other than a bona fide employee working solely for the State's
655 Attorney, any fee, commission, percentage, brokerage fee, gift or any other consideration

656
657
658
659

contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from compensation otherwise due the State's Attorney such commission, percentage, brokerage fee, gift or contingent fee.

660

IV-D Program's CFDA Number is 93.563.

661
662

In Witness Whereof, the parties have hereunto caused this Agreement to be executed on the dates shown, by their duly authorized representatives.

663
664

THE STATE OF ILLINOIS
DEPARTMENT OF PUBLIC AID

MCLEAN COUNTY, ILLINOIS

665
666
667

By: _____
Barry S. Maram, Director

By: _____
William A. Yoder, State's Attorney

668

Date: _____

Date: _____

669

APPROVED:

670
671

By: _____
President, McLean County Board

By: _____
Lisa Madigan, Illinois Attorney General

672

Date: _____

Date: _____

673
674

APPROVED:
Illinois Department of Central Management Services

675
676

By: _____
H. Edward Wynn, Chief Administrative Officer & General Counsel

677

Date: _____

678 APPENDIX A
679 MCLEAN COUNTY STATE'S ATTORNEY

680 In this Intergovernmental Agreement the parties understand that all agencies involved in the McLean
681 County IV-D program must work effectively and cooperatively to achieve the mutual goals of the
682 program.

683 The State's Attorney agrees to prohibit attorneys employed by the Office of the State's Attorney in
684 a full or part-time capacity from accepting any private employment or legal work or from providing
685 any legal advice to any person or entity that would present a conflict of interest or the appearance
686 of a conflict of interest for the Office of the State's Attorney, or the attorney personally, in connection
687 with the State's Attorney's representation of the Department under the terms of this Agreement.

688 The following standards for the State's Attorney will be monitored by the Division of Child Support
689 Enforcement. The standards will assist the State's Attorney in meeting its responsibilities under the
690 Agreement, as well as enhance the efficient operation of the McLean State's Attorney IV-D child
691 support enforcement program.

692 The State's Attorney shall:

- 693 1. Act upon each referral for legal action within thirty (30) calendar days after receipt, by filing,
694 advancing, or rejecting with cause, each child support case referred to the State's Attorney,
695 consistent with the Illinois Code of Civil Procedures, Child Support Statutes and the Rules of
696 the Circuit Court of McLean County, Illinois.
- 697 2. Cause summons, alias summons, and petitions, to be prepared and filed with the Clerk within
698 thirty (30) calendar days after the State's Attorney's receipt of location of absent parent by the
699 Department and enter all court dates into KIDS.
- 700 3. Ensure that within thirty-five (35) calendar days after receipt of referral by the Department,
701 summonses are submitted to the Sheriff/process server for service of process.
- 702 4. Record in KIDS the successful and unsuccessful attempts to serve process within four (4)
703 business days of receiving results of attempts.
- 704 5. Request services of State Parent Locator Service within four (4) business days after determining
705 the whereabouts of the absent parent is unknown by changing status of current address in KIDS
706 to previous.
- 707 6. Seek reimbursement from the non-custodial parent for costs incurred by the Department for
708 genetic testing when parentage is established and enter results of genetic testing in KIDS.
709 Reimbursement checks should be sent to Illinois Department of Public Aid, Bureau of Fiscal
710 Operations, IV-D Accounting, Attention: Sheila Fitschen, 2200 Churchill Road, Springfield,
711 Illinois 62702.
- 712 7. Within ninety (90) calendar days after receipt of referral by the Department, either

- 713 a. establish an order for support regardless of whether or not parentage has been established
714 on cases referred by the Department to the State's Attorney, or
715 b. effect service of process necessary to commence proceedings to establish support and,
716 if necessary, parentage (or document unsuccessful service of process, in accordance with
717 the Department's guidelines defining diligent efforts to serve process in 89 Ill. Adm.
718 Code 160.85 by retaining a copy of the return of service in the case file), or
719 c. document conveyance of summons to Sheriff within thirty-five (35) calendar day time
720 frame.

721 The State's Attorney will also ensure that any deviation from guidelines is noted and explained
722 on the order, and that the amount that would have been ordered under the guidelines is shown.
723 The State's Attorney shall follow state presumptive guidelines on parentage cases, including
724 seeking a minimum support order of \$10.00 per month. In all parentage cases, support will be
725 calculated from the date the respondent was served with the complaint. Retroactive support will
726 be requested, consistent with State law and Department rules. Temporary support will be
727 requested until a permanent support order is entered, consistent with State law.

- 728 8. Complete actions to establish an order for support regardless of whether or not parentage has
729 been established from the date of service of process within the following time frames:

- 730 (1.) 75 percent in six (6) months;
731 (2.) 90 percent in twelve (12) months.

- 732 9. File an action to enforce an existing order for support within 30 calendar days after the date the
733 Department identifies a delinquency or other support related noncompliance with the order or
734 the location of the absent parent, whichever occurs later.

- 735 10. File an action to modify an existing order for support within 30 calendar days after the date the
736 Department identifies the location of the absent parent and notifies the State's Attorney.

- 737 11. Seek medical insurance coverage for each minor child or each special needs child from the non-
738 custodial parent. Medical insurance coverage must be addressed in all support orders whether
739 or not the NCP is ordered to provide it.

- 740 12. Seek retroactive support in accordance with Department policy.

- 741 13. Seek entry of orders that provide for immediate income withholding.

- 742 14. Unless time limitations are caused by events outside the control of the State's Attorney, notify
743 the Department at least 30 calendar days in advance of the court date, of the need for
744 Department services, including but not limited to, initial or updated arrearage calculations.

- 745 15. Ensure that orders are accurate and complete and that the orders are submitted to the Clerk and
746 all parties after the end of each court session.

- 747 16. Seek from each non-custodial parent appearing in court his or her Social Security Number,
748 source and the amount of income, home address and employer address, and driver's license

749 information. Record any informational additions or changes on the order or data sheet, for data
750 entry into KIDS and indicate verification of existing information where information previously
751 provided had not changed.

752 17. Record in KIDS within five (5) business days after a client fails to cooperate in court or fails
753 to keep a scheduled appointment with a member of the State's Attorney's Office necessary to
754 proceed with the case and subsequent cooperation with the State's Attorney in the above. The
755 State's Attorney will ensure all instances of client non cooperation and cooperation are
756 addressed in the relevant court order.

757 18. Provide to the Department a copy of all support orders and related data sheets within five (5)
758 business days after the legal action.

759 19. Provide to the Department information on a client that the State's Attorney suspects is receiving
760 TANF illegally.

761 20. Not compromise a debt owed to the Department by agreeing to the reduction of arrearage owed
762 to the Department without the Department's expressed prior approval. Doing so shall result in
763 a reduction of funds payable to the State's Attorney equal to the amount of the reduction of the
764 debt. If the State's Attorney relies upon the Department calculations when providing arrearage
765 figures to the court, the Department will not be entitled to liquidated damages. At no time will
766 the State's Attorney agree to entry of an order excluding use of an Offset Program.

767 21. Not enter into or agree to the settlement of a pending action in a IV-D case to adjudicate
768 parentage where such settlement contains the exchange of a finding of parentage for a duty of
769 support.

770 22. Mail all URESA/UIFSA orders to the Department within seven (7) business days after entry by
771 the Courts.

772 23. Immediately upon becoming aware that a case decision may be appealed by the responding
773 party, or that an adverse case decision is a likely candidate for appeal by the Department, the
774 State's Attorney shall provide the Department with the notice of appeal or copy of the adverse
775 case decision and all supporting documentation in the format prescribed by the Department to:

776 Illinois Department of Public Aid
777 Office of General Counsel
778 100 W. Randolph Street, 10th Fl.
779 Chicago, Illinois 60601

Illinois Department of Public Aid
Division of Child Support Enforcement
Yvette Perez-Trevino
Judicial Legal Liaison
280 East Indian Trail Road
Aurora, Illinois 60505

Office of the Illinois Attorney General
Public Aid Bureau
500 S. 2nd Street
Springfield, Illinois 62706

782 24. Provide to the Department's IV-D Judicial Legal Liaison copies of orders where the Court has
783 directed the Department to take a specific action within five (5) business days after entry of
784 order.

- 785 25. When requested to do so by the Department, file notices of appeal or bring motions to vacate
786 or for rehearing in the trial court in connection with adverse case decisions that are likely
787 candidates for appeal by the Department.
- 788 26. Record in KIDS the information required for production of complete and accurate KIDS
789 generated monthly activity reports.
- 790 27. Keep the Department informed of State's Attorney staff assignments as they relate to this
791 Agreement by notifying the Contract Manager.
- 792 28. Respond to status requests and inquiries from the Department within five (5) business days after
793 the request or inquiry.
- 794 29. Correct technical non-substantive errors on rejected orders within two (2) weeks after being
795 notified of the error, and file motions to correct substantive errors such that the errors are
796 corrected within sixty (60) calendar days after being notified of the error. However, if the order
797 was prepared pro se, by a private attorney, or by "Friend of the Court" on behalf of an NA client,
798 the requirement to correct within deadlines specified do not take effect until the client accepts
799 the State's Attorney's appearance in the NA case.
- 800 30. Seek an order for Earnfare or Court Monitored Job Search for unemployed but employable
801 non-custodial parents, pursuant to the policy and procedures in effect for these programs.
- 802 31. Seek orders specifying the amount of arrearage owed and oppose entry of orders containing
803 language departing from federally required distribution of child support payments. All child
804 support orders entered must be made payable to the SDU.
- 805 32. a. Increase the number of cases with financial court orders by assuming an integrated role in case
806 management involving the non-assistance client population requesting services from DCSE. As part
807 of this goal, the State's Attorney staff shall work with the Department's regional manager in case
808 referral and preparation. The regional manager shall provide a quarterly report to the State's
809 Attorney, William Yoder, which will tally the number of non-assistance cases without financial
810 court orders and shall hold a meeting with the State's Attorney, William Yoder or his designee and
811 supervising ASA Todd Miller, once each quarter to discuss results. Increasing the number of non-
812 assistance financial court orders can be accomplished by:
- 813 1. Requesting the deletion of any duplicate cases;
 - 814 2. Obtaining signed cancellation requests from clients no longer wanting Child Support
815 services; or
 - 816 3. Acquiring a financial support order.
- 817 b. Generate legal action referrals (not including the LARs that the Department's regional staff
818 prepares) and perform all associated case preparation. This will include generating proper
819 paperwork through the KIDS system including such client contact as necessary, coding the KIDS
820 system, preparing the LAR Transmittal Sheet for cases to be filed in McLean County Circuit Court,
821 gathering the Court Orders and payment ledgers for the entry of the Notice of Intervention in
822 McLean County Circuit Court or making an intrastate referral to another region within the State of
823 Illinois, or preparing an Initiating Interstate Case to a Sister State.

824
825
826
827
828
829
830

831

832
833
834
835
836
837
838

839
840
841
842

843
844
845
846
847
848
849
850

33. Obtain a minimum of **200 financial orders per quarter**. Financial orders are defined as the following: Establish Support Order (initial order); Modification of Support Order; Final Judgment; Judgment as a result of a Rule To Show Cause; Extension of Support Order (emancipation); Medical Support (monetary or non-monetary); Support Reserved Order; Support Abated Order; Support Terminated Order; Support Vacated Order; Child Care Expenses Order. The following orders shall not be included: Continuances, dismissals, body attachments, Denial of Modification filed by non custodial parent (NCP) or custodial parent (CP), discovery rulings, motion rulings, genetic testing, paternity only.

A copy of each financial order, as provided in **Appendix A.18**, shall be submitted to :

Illinois Department of Public Aid
Division of Child Support Enforcement
Attn: Roxy Schumann, Regional Manager
211 North Knoxville Avenue
Peoria, Illinois 61603
Fax: (309) 686-7830
Telephone: (309) 686-7817

34. Failure to meet the requirements in **Appendix A.33** shall result in a deduction to reimbursement of expenditures as provided in **Part III.B.** and **Part III.C.** of **\$210** for each financial order not entered. Adjustments to the number of financial orders reported for each quarter will not be made for orders not received by the Regional Manager as provided in **Appendix A.33** and **Appendix A.35**
35. Financial Orders set forth in **Appendix A.33** shall be recorded by a Department supervisory staff person. A listing of the orders for each quarter will be finalized **within seven (7) calendar days after the end of each quarter**. Financial orders received after **the seventh (7) calendar day** will not be considered. The listing of financial orders for each quarter shall be submitted by the Department via facsimile and mail directly to the State's Attorney William Yoder, ASA Todd Miller, and the Department's Division of Finance and Budget, Contract & Expenditure Processing Unit for review pursuant to **Part III.B** and **Part III.C.** **no later than eleven (11) calendar days after the end of each quarter.**

#####

APPENDIX B Part 1 of 2
MCLEAN COUNTY STATE'S ATTORNEY BUDGET
JULY 1, 2005 THROUGH JUNE 30, 2006
Individual Line Item Amounts Are Estimated

DIRECT COSTS	SFY06 Budget
Personnel Services	
Salaries - Full Time	\$186,016
<i>(See attached list of positions-Part 2 of 2)</i>	
Fringe Benefits	\$37,370
SUBTOTAL	\$223,386
 Non-Personnel Services	
Telephone	\$2,625
Copies	\$3,300
Postage	\$500
Equipment	\$1,000
Office Supplies	\$3,000
Rent	\$35,754
Insurance	\$4,300
Dues & Memberships	\$1,000
Conferences	\$650
Notary Bonds	\$100
Witness Fees	\$200
Transcripts	\$200
Office Furnishings	\$1,500
Computer Hardware	\$1,000
Computer Software	\$1,000
Travel	\$453
Service of Process Service Fees	\$2,100
Subcontract/Special ASA	\$0
SUBTOTAL	\$58,682
 PERSONNEL SERVICES SUBTOTAL	 \$223,386
 NON-PERSONNEL SERVICES BENEFITS SUBTOTAL	 \$58,682
 TOTAL DIRECT COSTS	 \$282,068
 INDIRECT COST (10% of Salaries)	 \$18,602
 GRAND TOTAL	 \$300,670

APPENDIX B *Part 2 of 2*
AUTHORIZED POSITIONS - SFY06
MCLEAN COUNTY STATE'S ATTORNEY

POSITION TITLES	IV-D%	Number of Positions
Full Time Positions:		
Assistant State's Attorney	100%	2
Office Administrator	100%	1
Secretary	100%	1
Receptionist	100%	1

Taxpayer Identification Number

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Name (Printed): _____

Taxpayer Identification Number:

Social Security Number _____

or

Employer Identification Number _____

Legal Status (check one):

____ Individual

____ Governmental

____ Sole Proprietorship

____ Nonresident alien

____ Partnership/Legal Corporation

____ Estate or Trust

____ Tax-exempt

____ Pharmacy (non-corporate)

____ Corporation providing or
billing medical and /or
health care services

____ Pharmacy/Funeral Home/Cemetery (Corp.)

____ Corporation NOT providing
or billing medical and / or
health care services

____ Other

Members Renner/Ahart moved the County Board approve a Request for Approval of Intergovernmental Agreement between the Illinois Department of Public Aid and the McLean County State's Attorney – Title IV-D Child Support Enforcement – State's Attorneys Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the following: our General Report is found on pages 307-320.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: I would ask Lucretia Wherry from my office to give the Board a brief overview of student government day. If you notice in your packet we changed it and one of the reasons we changed it is because it seemed like whenever we had Student Government Day in April in the past during National County Government Week there was always an issue on the agenda that took longer and longer to discuss. As a result the students that were in attendance were lost for most of the meeting and their day is shortened to the point where we cannot get them through all of the different things that we like for them to participate in. We changed it and as it turns out we may have made a good decision. With that I will turn it over to Lucretia. Ms. Wherry stated the following: this year we are doing Student Government Day on May 10th. Sue Bandy from McLean County Community Compact is going to come and present a program called Tomorrow's Leaders. We are going to have about 45 eighth-graders and they are going to spend the day in here working on who's who in local government, government finances, citizenship, and local government services. They are going to start the morning by looking at what government services they use. They are going to play a bunch of games and then the day is going to end about 2:00. They will have pizza and then PeggyAnn Milton's office is going to do their Vote your Choice program to teach students about elections and being good citizens by voting. If anyone would like to attend just let me know. We will make sure we have plenty of pizza. If you would like to talk to students they will allow time for that and some of the other elected officials may stop in and talk with the students as well.

Member Bass stated the following: I sat here this morning and I have been convinced of this before but never had enough nerve to speak up about it. You have all seen the basketball season as it wound down this year down in St. Louis and they talk about the shot clock. I think that we ought to invoke a shot clock here at the County Board level because sometimes I have a difficult time staying attentive and let alone awake. Let's think about a shot clock and maybe we can handle it ourselves without invoking a law. Chairman Sweeney stated the following: Thank you for your input.

OTHER BUSINESS AND COMMUNICATION:

At 10:47 a.m., Members Gordon/Bostic moved the County Board go into Executive Session to discuss pending litigation. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

At 10:47 a.m., Members Owens/Hoselton moved the County Board move out of Executive Session. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

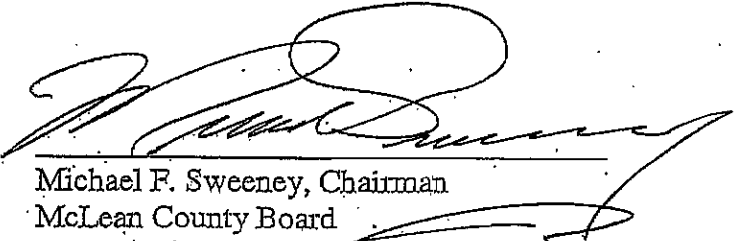
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

April 19, 2005

2005 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$400,184.44	\$400,184.44
Finance		\$1,151,907.78	\$1,151,907.78
Human Services		\$469,101.74	\$469,101.74
Justice		\$2,017,180.56	\$2,017,180.56
Land Use		\$21,027.71	\$21,027.71
Property		\$342,910.17	\$342,910.17
Transportation		\$673,092.83	\$673,092.83
Health Board		\$411,261.57	\$411,261.57
Disability Board		\$46,884.72	\$46,884.72
T. B. Board		\$21,198.69	\$21,198.69
Total		\$5,554,750.21	\$5,554,750.21



Michael F. Sweeney, Chairman
McLean County Board

Members Bostic/Owens moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sweeney to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Owens/Hoselton moved for adjournment until Tuesday, May 17, 2005 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 10:51 a.m.

Michael Sweeney
County Board Chairman

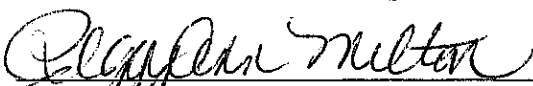


Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
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 19th day of April, 2005, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 12th day of May, 2005.



Peggy Ann Milton
McLean County Clerk