

Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois

August 17, 2004

*Subject to approval at  
September 21, 2004  
County Board Meeting*



## Table of Contents

	Page(s)
<b>Meeting Minutes Begin (August 17, 2004)</b> .....	<b>1</b>
<b>Consent Agenda</b> .....	<b>2-60</b>
County Highway Department .....	7-19
Building and Zoning .....	20-30
Property Committee.....	31-42
Reappointments.....	43-59
Appointments.....	60
<b>Executive Committee</b> .....	<b>61-62</b>
Ordinance – Amending County Board Meeting Dates for 2004 .....	61-62
<b>Transportation Committee</b> .....	<b>62</b>
<b>Property Committee</b> .....	<b>62</b>
<b>Justice Committee</b> .....	<b>63-128</b>
Resolution – Approving Award of FY2004 Law Enforcement Block Grant.....	63-78
Intergovernmental Agreements – IDPA – Title IV-D Child Support Enforcement.....	79-128
<b>Land Use and Development Committee</b> .....	<b>129-133</b>
Service Agreement – Regional Planning Commission – Building and Zoning Dept .....	129-131
Intergovernmental Agreement – between Town of Normal and Building and Zoning .....	132-133
<b>Finance Committee</b> .....	<b>134-229</b>
Ordinance – Amending FY 2004 Budget – Fund 0105 – Diabetes Education .....	134-135
Ordinance – Adopting Personnel Policies and Procedures Ordinance - Administration ...	136-220
Agreement – Nationwide Retirement Solution – Administration .....	221-228
Receive – Outside Auditor’s FY 2003 Comprehensive Annual Financial Report .....	229
<b>Report of the County Administrator</b> .....	<b>229</b>
<b>Approval of Bills</b> .....	<b>230</b>
<b>Adjournment</b> .....	<b>231</b>

**August 17, 2004**

The McLean County Board met on Tuesday, August 17, 2004 at 9:04 a.m. in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

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

**The following Members answered to roll call:**

Members Rick Dean, Ann Harding, Stan Hoselton, Chris Kalapp, Duane Moss, Sonny O'Connor, Bette Rackauskas, Tari Renner, Paul Segobiano, David Selzer, Matt Sorensen, Cathy Ahart, Duffy Bass, Sue Berglund, Diane Bostic, Don Cavallini, and Michael Sweeney.

**The following Members were absent:**

George Gordon, Robert Nuckolls, and Benjamin Owens.

**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, July 27, 2004
  - B. County Highway Department – Jack Mitchell, County Engineer
    - 1) Request Approval of Letting Results from July 28, 2004 for County Project -2004 MFT Construction Section 99-00057-08-WR
    - 2) Request Approval of Engineering Services Agreement – Rice, Berry and Associates  
Hudson Road – Sec 04-00135-06-BR  
Pipeline Road – Sec 04-00073-07-BR
    - 3) Request Approval of Bridge Petition – 2004 Saybrook Joint Culvert
  - C. Building and Zoning – Phil Dick, Director
    - 1) Zoning Cases:
      - a) Request Approval of the Application of Ronald D. Hopkins or Corn Belt Energy Corporation, in case SU-04-17, parcel no. (24)-22-18-200-006. He is requesting a special use to allow a Major Utility (Electrical Substation) in the Agriculture District; on property which is located in Old Town Township immediately west of Towanda-Barnes Road and approximately 1/3 mile south of Ireland Grove Road.
      - b) Request Approval of the application of David and Robert Kieser in case SU-04-18, parcel number (10) 20-14-300-004 and 005. They are requesting a special use in the Agriculture District to allow a Planned Development that includes a not for profit food warehouse facility and a rural home-based off-premise trucking business with a variance to allow the owners' place of residence to be located on an adjacent tract of land rather than on the same tract as the business, and to allow a use variance for a not for profit food warehouse facility which otherwise is not allowed in the Agriculture District on property which is located in Dale Township at 2303 Bloomingdale Road, Bloomington, IL

- c) Request Approval of the application of Jim Young, in case ZA-04-02, parcel numbers (18) 07-04-100-011 and part of 010. He is requesting a map amendment to change the zoning classification from-Agriculture District to M-1 Restricted Manufacturing District on property which is located in Hudson Township at 2810 E. 520 North Road, El Paso, IL
- 2) Subdivision Case:
    - a) Request Approval of an Ordinance of Approval of Final Plat and request of Illinois Power Company for a waiver of preliminary plan requirements and a one lot final subdivision plat for the Resubdivision of Lot 4 in Resubdivision of Lot 2 in Illinois Power Company Subdivision, File No. S-04-12. The property is located In Old Town Township immediately west of County Highway 29 (Towanda Barnes Road) approximately 1/3 mile south of Ireland Grove Road.
    - b) Request Approval of an Ordinance of Approval of Final Plat and the request by Wendell and Judy Kessinger for a waiver of preliminary plan requirements and a two lot final subdivision plat for Kessinger Subdivision, File No. S-04-14
- D. Transfer Ordinances
  - E. Other Resolutions, Contracts, Leases, Agreements, Motions
    - 1) Property Committee:
      - a) Request Approval of Proposal Received from *The Coffee Depot* to operate in basement kitchen/dining room of the Government Center
  - F. Chairman's Appointments with the Advice and Consent of the County Board:
    - 1) Items to be Presented for Committee Action:
      - a) **REAPPOINTMENTS:**  
**Gridley Drainage District**  
 Mr. Clyde Kuntz  
 17766 East 2900 North Rd.  
 Gridley, IL 61744  
 Re-appointed to a three year term  
 scheduled to expire on September 7, 2007

**Lawndale-Cropsey Drainage District**

Mr. Lonnie Meiner  
204 Route 165 West  
Colfax, IL 61728  
Re-appointed to a three year term  
scheduled to expire on September 7, 2007

**Patton Drainage District**

Mr. James Morrison  
RR #1, Box A-1  
Lexington, IL 61753  
Re-appointed to a three year term  
scheduled to expire on September 7, 2007

**Easterbrook Drainage District**

Mr. Lloyd Power  
37058 E 500 North Rd.  
Bellflower, IL 61724-9653  
Re-appointed to a three year term  
scheduled to expire on September 7, 2007

**Golden Rule Drainage District**

Mr. Todd Rhoda  
29485 N 2950 East Rd.  
Chenoa, IL 61726-7532  
Re-appointed to a three year term  
scheduled to expire on September 7, 2007

**Yates Drainage District**

Mr. Terry Seegmiller  
29751 N. 3260 East Rd.  
Chenoa, IL 61726-8897  
Re-appointed to a three year term  
scheduled to expire on September 7, 2007

**Adrian Drainage District**

Mr. A. Eric Snodgrass  
R.R. 2, Box 70A  
Heyworth, IL 61745  
Re-appointed to a three year term  
scheduled to expire on September 7, 2007

**Chenoa Drainage District**

Mr. Roger Sommer  
27577 E. 2900 North Road  
Chenoa, IL 61726  
Re-appointed to a three year term  
scheduled to expire on September 7, 2007

**Brokaw-Brining-Bailey-Linton Drainage District**

Mr. Tony Wheet  
R.R. 1, Box 210  
Le Roy, IL 61752  
Re-appointed to a three year term  
scheduled to expire on September 7, 2007

**Martin Township Drainage District**

Mr. Larry Winterland  
R.R. 2, Box 72  
Colfax, IL 61728  
Re-appointed to a three year term  
scheduled to expire on September 7, 2007

**Farmers Cooperative Drainage District**

Mr. Norman Young  
11854 N. 1800 East Rd.  
Fairbury, IL 61739-3833  
Re-appointed to a three year term  
scheduled to expire on September 7, 2007

**Mackinaw Drainage District**

Mr. Adolph Biefeldt  
17300 N. 3900 Street  
Anchor, IL 61720  
Re-appointed to a three year term  
scheduled to expire on September 7, 2007

**South Empire Drainage District**

Mr. Gary Brent  
27014 E. 200 North Rd.  
Le Roy, IL 61752  
Re-appointed to a three year term  
scheduled to expire on September 7, 2007

**Brokaw-Brining-Bailey-Linton Drainage District**

Mr. Alan Brent  
R.R. #2, Box 147  
Le Roy, IL 61752-9548  
Re-appointed to a three year term  
scheduled to expire on September 7, 2007

**Kumler Drainage District**

Mr. Darwin Bulta  
36215 E. 200 North Rd.  
Bellflower, IL 61724  
Re-appointed to a three year term  
scheduled to expire on September 7, 2007

**Sangamon River Drainage District**

Mr. Michael Doyle  
9659 N 3150 East Rd.  
Arrowsmith, IL 61722  
Re-appointed to a three year term  
scheduled to expire on September 7, 2007

**White Star Drainage District**

Mr. Eugene Jiles  
32831 E. 750 North Rd.  
Arrowsmith, IL 61722  
Re-appointed to a three year term  
scheduled to expire on September 7, 2007

b) APPOINTMENTS:

**Normal-Towanda Drainage District**

Ms. Carolyne Park  
6555 E. 850 North Road  
Stanford, IL 61774  
Appointment to a three year term  
Scheduled to expire on September 7, 2007

c) RESIGNATIONS:

**Normal-Towanda Drainage District**

Mr. Thomas Kelley  
1240 Ziebarth Road  
Normal, IL 61761

G. Approval of Resolutions of Congratulations and Commendation



RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on August 3, 2004 for a letting held on July 28, 2004 for One (1) McLean County MFT Section, and

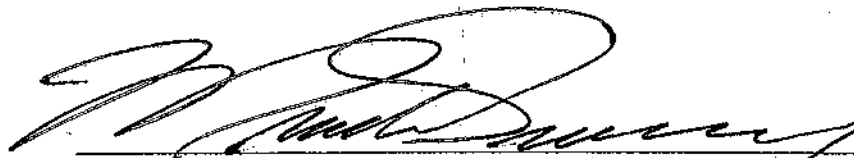
WHEREAS, the Transportation Committee duly approved the bids on August 3, 2004.

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following Contract:

2004 MFT CONSTRUCTION SECTION:

Rowe Construction Company, A Division of R.A. Cullinan & Son, Inc. Bloomington, Illinois, was the successful bidder on the following section:

McLean County. .... Sec. 99-00057-08-WR.....@ \$610,444.35


  
\_\_\_\_\_  
Michael F. Sweeney, Chairman McLean County Board

STATE OF ILLINOIS        |  
                                  |    SS  
COUNTY OF MCLEAN     |

I, Peggy Ann Milton, County Clerk in and for said County in the State aforesaid and keeper of the records and files thereof, as provided by 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 August 17, 2004.

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 17<sup>th</sup> day of August A.D., 2004.

[SEAL]

  
\_\_\_\_\_  
Peggy Ann Milton  
McLean County Clerk

McLEAN COUNTY HIGHWAY DEPARTMENT  
JULY 28, 2004 LETTING

McLEAN COUNTY  
SEC. 99-00057-08-WR

ITEM	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE BID PRICE	ROWE BID BOND TOTAL
Earth Excavation	Cu Yd	248	\$20.00	\$4,960.00	\$25.50	\$6,324.00
Earth Excavation (Widening)	Cu Yd	390	\$30.00	\$11,700.00	\$35.00	\$13,650.00
Agg Base Course, Type B 8"	Sq Yd	533	\$17.00	\$9,061.00	\$15.00	\$7,995.00
Bit Mat's Prime Coat (MC-30)	Gal	1,850	\$2.50	\$4,625.00	\$3.50	\$6,475.00
Bit Mat's Prime Coat (RC-70)	Gal	2,250	\$2.25	\$5,062.50	\$3.25	\$7,312.50
Aggregate (Prime Coat)	Ton	110	\$16.00	\$1,760.00	\$25.00	\$2,750.00
Bit Surf Rem Built Joint	Sq Yd	489	\$20.00	\$9,780.00	\$25.00	\$12,225.00
Temporary Ramp	Sq Yd	220	\$21.00	\$4,620.00	\$25.00	\$5,500.00
Incidental Bituminous Surfacing	Ton	175	\$95.00	\$16,625.00	\$100.00	\$17,500.00
Area Reflect Crack Cont Treat Sy A	Sq Yd	21,081	\$0.90	\$18,972.90	\$1.00	\$21,081.00
Agg Shoulders, Type B	Ton	4,100	\$18.50	\$75,850.00	\$18.50	\$75,850.00
Comb CC&G Type B-6.18	Foot	296	\$35.00	\$10,360.00	\$35.00	\$10,360.00
Bit Base Crse Superpave 6"	Sq Yd	820	\$37.00	\$30,340.00	\$32.00	\$26,240.00
RC BC Wide Super 6	Sq Yd	2,341	\$20.00	\$46,820.00	\$20.00	\$46,820.00
BC SC Super "C" N50	Ton	1,950	\$45.00	\$87,750.00	\$48.00	\$93,600.00
BC BC Super II-19.0 N50	Ton	3,325	\$42.00	\$139,650.00	\$42.75	\$142,143.75
Level Binder MM Super N50	Ton	800	\$48.00	\$38,400.00	\$51.00	\$40,800.00
Steel Bridge Rail	Foot	266	\$160.00	\$42,560.00	\$182.85	\$48,638.10
Traf Barrier Terminals, Type 6A	Each	4	\$3,500.00	\$14,000.00	\$2,615.00	\$10,460.00
Traf Barrier Terminals, Type 1	Each	4	\$1,500.00	\$6,000.00	\$1,380.00	\$5,520.00
Steel Plate Beam Guardrail, Type A	Foot	400	\$20.00	\$8,000.00	\$23.00	\$9,200.00
				\$586,896.40		\$610,444.35
						4.01%

McLEAN COUNTY  
SEC. 04-15127-00-RS

ITEM	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	McLEAN COUNTY BID PRICE	McLEAN COUNTY BID BOND TOTAL
Bit Mat's Prime Coat (RC-70)	Gal	150	\$2.00	\$300.00	\$2.98	\$447.00
Bit Conc Binder Course	Ton	400	\$67.00	\$26,800.00	\$76.93	\$30,772.00
Bit Conc-Surface Course	Ton	50	\$70.00	\$3,500.00	\$73.34	\$3,667.00
Railroad Insurance	LS	1	\$1,500.00	\$1,500.00	\$3,866.33	\$3,866.33
Crushed Aggregate Base Course	Ton	25	\$16.75	\$418.75	\$84.23	\$2,105.75
Shoulder Embankment (Offsite)	Cu Yd	160	\$12.25	\$1,960.00	\$22.34	\$3,574.40
Bituminous Built-Joint	Sq Yd	28	\$18.00	\$504.00	\$24.86	\$696.08
				\$34,982.75		\$45,128.56
						29.00%
						44.85%

**PRELIMINARY ENGINEERING SERVICES AGREEMENT**

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<u>LOCAL AGENCY</u>	<u>CONSULTANT</u>
County: McLean	Name: Rice, Berry and Associates
Township:	Address: 801 South Durkin Drive
Section: 04-00135-06-BR 04-00073-07-BR	City: Springfield
	State: Illinois

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THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTIONS.

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**SECTION DESCRIPTION**

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Name \_\_\_\_\_ Length 0.10 mile

Structure No. Existing 057-5108 Existing 057-4702

Location NW 1/4, Sec 29, T25N, R3E, 3rd P.M., 2 miles north of Towanda  
NW 1/4, Sec 12, T25N, R2E, 3rd P.M., 3 miles northeast of Hudson

Description: Superstructure Replacement  
Bridge Replacement

**DEFINITION**

DEPARTMENT ..... Illinois Department of Transportation

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## AGREEMENT PROVISIONS

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### THE ENGINEER AGREES

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement hereinbefore described:
  - a.( X ) Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
  - b.( X ) Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.( ) Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.( ) Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.( X ) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and railroad crossing work agreements.
  - f.( X ) Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g.( X ) Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals, and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

- h.( X ) Furnish the LA with survey and drafts in quadruplicate of all necessary right of way dedications, construction easements, and borrow pit and channel change agreements including prints of the corresponding plats.
  - i.( ) Assist the LA in the tabulation and interpretation of the contractor's proposals.
  - j.( X ) Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT'S Bureau of Local Roads and Streets.
  - k.( ) Prepare the Project Development Report when required by the DEPARTMENT.
2. That all reports, plans, plats, and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before finally accepted, be subject to approval by the LA and the said DEPARTMENT.
  3. To attend conferences at any reasonable time when required to do so by the LA or representatives of the DEPARTMENT.
  4. In the event plans are found to be in error during the construction of the SECTION and revisions of the plans are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
  5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
  6. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

#### THE LA AGREES

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
  - a. ( ) A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.

- b. (X) A sum of money equal to the percent of the awarded contract cost for each section approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

<u>Awarded Cost</u>	<u>Percentage Fees</u>
PER SECTION	
Under \$50,000 .....	10.00 (see note)
First 50,000 .....	10.00%
Next 50,000 .....	7.75%
Next 100,000 .....	6.50%
Next 200,000 .....	5.60%
Next 200,000 .....	5.20%
Next 450,000 .....	5.10%

2. To pay for all services stipulated under paragraphs 1h and 1j of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services, the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1h, 1j and 1k. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

<u>Grade Classification of Employee</u>	<u>(2004B) Hourly Rate</u>
Principal	\$134.50
Engineer 9	131.50
Engineer 8	118.00
Engineer 7	104.00
Engineer 6	97.50
Engineer 5	86.00
Engineer 4	82.50
Engineer 3	76.00
Engineer 2	72.00
Engineer 1	65.50
Technician 7	85.00
Technician 6	76.00
Technician 5	67.50
Technician 4	59.00
Technician 3	52.50
Technician 2	47.00
Technician 1	42.00
Clerical 2	62.50
Clerical 1	44.00
Accountant	60.00

The hourly rate itemized above shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect through the duration of the contract.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule.
  - a. Partial payments, not to exceed 90 percent of the amount earned, shall be made monthly as the work progresses.
  - b. Upon completion of the services required by paragraphs 1a through 1g under THE ENGINEERS AGREES, to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - c. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "b" above.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a thru 1k, and prior to the completion of such services, the LA shall reimburse the ENGINEER for labor expenses at the hourly rates set forth under paragraph 2 above for costs incurred up to the time he is notified in writing of such abandonment. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes at the hourly rates set forth under paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

#### **IT IS MUTUALLY AGREED**

1. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA, all drawings, plats, surveys, reports, permits, agreements, provisions, specifications, partial and completed estimates, and data with the understanding that all such material become the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with paragraph 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage, fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.



5. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques or procedures the Contractor elects to use to complete his work. Omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment or excavations and any erection methods and temporary bracing.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in triplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

McLean County of the State of Illinois, acting  
by and through its County Board

ATTEST:

By *Cecy Ann Milton*  
County Clerk

By *[Signature]*

(SEAL)

Title: Chairman, County Board

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Executed by the ENGINEER:

Rice, Berry and Associates  
801 South Durkin Drive  
Springfield, Illinois 62704-1313

ATTEST:

By *Steven W. Ferguson*  
Civil Engineering Manager

By *Michael H. Berry*  
Executive Vice President

(SEAL)

HAMPTON, LENZINI AND RENWICK, INC.

**SPECIAL PROVISION FOR EMPLOYMENT PRACTICES**

In addition to all other labor requirements set forth in this proposal and in the "Standard Specifications for Road and Bridge Construction" adopted by the Illinois Department of Transportation, during the performance of this contract, Hampton, Lenzini and Renwick, Inc., its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

**I. SELECTION OF LABOR**

The Engineer shall comply with all Illinois statutes pertaining to the selection of labor.

**II. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the Engineer agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- E. That it will submit reports as required by the Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subconsultant fails or refuses to comply therewith. In addition, the Engineer will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

STATE OF ILLINOIS  
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five years.

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

1. Publishing a statement:

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

2. Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. the grantee's or contractor's policy of maintaining a drug free workplace;
- c. any available drug counseling, rehabilitation and employee assistance programs; and
- d. the penalties that may be imposed upon an employee for drug violations.

3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.

5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

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

Rice, Berry and Associates  
Div. of Hampton, Lengini & Renwick, Inc.  
Printed Name of Organization

  
Signature of Authorized Representative

Michael G. Berry, Executive Vice President  
Printed Name and Title

36-2555986  
Requisition/Contract/Grant  
ID Number

7/22/04  
Date

TO: McLean County Board  
% McLean County Clerk  
Law and Justice Center  
104 W Front St - Rm 704  
Bloomington, IL 61701

Saybrook Drainage Structure, Located on East Street - south of Jackson Street

Gentlemen:

The Village of Saybrook, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure with approach fills located on East Street 870 feet south of Jackson Street, in the Village of Saybrook, McLean County, Illinois.

That of the funds appropriated at the November 2003 meeting of the McLean County Board \$75,000.00 be used as the County's share of the cost of this structure:

The Village of Saybrook certifies that they have levied the maximum on their Corporate Fund the last two years.

The Village of Saybrook further states 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 drainage structure shall be \$150,000.00 and the present structure is inadequate.

The Village of Saybrook further certifies that the cost of the new structure exceeds 0.02% of the assessed valuation of the Village.

Respectfully submitted.

Ronald L. Hoff 8-9-04  
President Board of Trustees (date)

Approved: Joe Korte 8-10-04  
County Engineer, McLean County, IL (date)

Village of Saybrook

ATTEST

Mr. Michael F. Sweeney (date)  
McLean County Board Chairman  
8/17/04

Peggy Ann Milton  
Peggy Ann Milton, McLean County Clerk

**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 Ronald D. Hopkins for Corn Belt Energy Corporation, in case SU-04-17, parcel no. (24)-22-18-200-006. He is requesting a special use to allow a Major Utility (Electrical Substation) in the Agriculture District; on property which is part of Section 18, Township 23N, Range 3E of the 3<sup>rd</sup> P.M.; and is located in Old Town Township immediately west of Towanda-Barnes Road and approximately 1/3 mile south of Ireland Grove Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on August 3, 2004 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The 1.8 acre property is currently in crop production and is adjacent to an Illinois Power substation. The property is relatively flat and drains to the east. The property has 270 feet of frontage on the west side of Towanda Barnes Road, an asphalt road 60 feet in width.

**SURROUNDING ZONING AND LAND USE** - The surrounding land is in the A-Agriculture District. The land to the north and east is used for crop production. The land to the south and west is partially in crop production and in part used as an electrical substation.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site. The soils score was 119 out of 125 points. The site assessment score was 86 out of 175 points. The total LESA score was 205 points out of 300. A score of 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 proposing to build an electrical substation in an area that is adjacent to an Illinois power electrical substation and adjacent to a 138,000 volt power source. The proposed substation is located within the urban growth boundary of the County's comprehensive plan.
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 property to the north and east that is currently used for crop production will continue to be desirable for such use.
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 proposed electrical substation will be built adjacent to an electrical substation and properties that are used for crop

production. Nearby land that is suitable for crop production will continue to be suitable for such use.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The property has 270 feet of frontage on the west side of Towanda-Barnes 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 existing entrance. The County Highway Department has approved the use of an existing entrance for the proposed used.
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.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of a Major Utility (Electrical Substation) in the Agriculture District 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.

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

Respectfully submitted this 3<sup>rd</sup> day of August 2004, McLean County Zoning Board of Appeals

Joe Elble  
Acting Chair

Joe Elble, Acting Chair  
Tony Wheet  
James Finnigan  
David Kinsella  
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 David and Robert Kieser in case SU-04-18, parcel number (10) 20-14-300-004 and 005. They are requesting a special use in the Agriculture District to allow a Planned Development that includes a not for profit food warehouse facility and a rural home-based off-premise trucking business with a variance to allow the owners' place of residence to be located on an adjacent tract of land rather than on the same tract as the business, and to allow a use variance for a not for profit food warehouse facility which otherwise is not allowed in the Agriculture District on property which is part of Section 14, Township 23N, Range 1E of the 3<sup>rd</sup> P.M.; and is located in Dale Township at 2303 Bloomingdale Road, Bloomington, IL.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on August 3, 2004 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** - The 22 acre property is part of a larger 243 acre farm that is mainly in crop production but also includes a residence and out buildings. One of the outbuildings is insulated and air conditioned that makes it suitable for food storage and distribution for a charity food bank. The property is relatively flat and drains to the south and west. The property has 1,400 feet of frontage on the west side of Bloomingdale Road, an oil and chip road 17 feet in width.

**SURROUNDING ZONING AND LAND USE** - The surrounding land is in the Agriculture District. The land to the north, south and west is used for crop production. The land to the east is partially in crop production and in part is used for grain drying and grain storage.

**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 applicants and their families farm this property as well as the surrounding property. There is a single family residence on a separate tract which Robert Kieser and his wife own and in which they reside; they are also involved in the farming operation. The applicants are requesting a variance to allow the house to remain on the smaller tract rather than combining the two so that the house is on the larger tract. The applicants currently have seven trucks and seven trailers on this property that they use in their farming operation. The applicants also haul grain and other products with their trucks for hire when they are not needed in the farming operation. The applicants also operate a non-profit food charity warehouse facility from this property. The Midwest Food Bank donates food to agencies that will distribute the food free of charge to people in need. The Midwest Food Bank operates once a month on a Monday with



approximately 25 volunteers. The volunteers work from 8am to 2 pm. The applicants are proposing to operate the distribution twice per month by operating an additional Monday per month. The applicants propose to provide one handicap parking space.

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 surrounding properties that are in crop production will continue to be desirable for such use. The property is relatively large and is surrounded by land used for crop production in the Agriculture District.
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. Nearby land that is suitable for crop production will continue to be suitable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The property has approximately 1400 feet of frontage on the west side of Bloomingdale Road. The applicants have obtained approval from the County Health Department for the septic system on the property.
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 site distance can be provided at an existing entrance. The applicant has obtained approval from the Dale Township Road Commissioner for the proposed uses.
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.

Therefore this Board recommends that a special use be granted on the property described above to allow a Planned Development that includes a not for profit food warehouse facility and a rural home-based off-premise trucking business with a variance to allow the owners' place of residence to be located on an adjacent tract of land rather than on the same tract as the business, and to allow a use variance for a not for profit food warehouse facility which otherwise is not allowed in the Agriculture District, provided one handicap parking space is installed and the occupant of the dwelling remains a Kieser Family Member or an employee of the trucking or farming operation on this property and provided that distribution of food from the charity food bank is limited to two days per month.

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

Respectfully submitted this 3<sup>rd</sup> day of August 2004, McLean County Zoning Board of Appeals

Joe Elble  
Acting Chair

Joe Elble, Acting Chair  
Tony Wheet  
James Finnigan  
David Kinsella  
Jerry Hoffman  
Michael Kuritz

**FINDINGS OF FACT AND NO 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 Jim Young, in case ZA-04-02. He is requesting a map amendment to change the zoning classification from-Agriculture District to M-1 Restricted Manufacturing District on property which is part of Sec. 4, Twp. 25N, Range 2E of the 3<sup>rd</sup> P.M.; and is located in Hudson Township at 2810 E. 520 North Road, El Paso, IL.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on August 3, 2004 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – A single family dwelling, warehouse buildings and pasture occupy the 4.64 acre property. This property is hilly and slopes to the southeast. The property has 150 feet of frontage on the south side of 520 North Road, an oil and chip road 16 feet in width and gravel 16 feet in width.

**SURROUNDING ZONING AND LAND USE** - The land to the north is in an industrial zoning district in Woodford County. The land to the east, south and west is in the Agriculture District. The land to the north is used for manufacturing and warehousing. The land to the east and west is wooded. The land to the south is in crop production.

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

- 1.) **The proposed amendment is compatible with appropriate uses, appropriate zoning classifications in the area and appropriate trends of development in the general area, giving due consideration to dominant uses.** This standard is met. The applicant is requesting to change the zoning classification from A-Agriculture District to M-1 Restricted Manufacturing District on 4.84 acres that is adjacent to a property that is zoned Industrial in Woodford County. The applicant owns and operates Custom Craft Door. The company manufactures custom doors and has been in operation since 1970. The majority of the operation is in Woodford County on land adjacent to this property.
- 2.) **The proposed zoning classifications are appropriate as it relates to the physical characteristics of the subject property, giving due consideration to the uses permitted in both the existing and the proposed zoning classifications.** This standard is met. The property is sloping and hilly. The topography of the property is appropriate for uses for the proposed zoning district.
- 3.) **Adequate and safe accessibility to the subject property from a public road is available or can be reasonably supplied, giving due consideration to uses permitted in the proposed zoning classifications.** This standard is met. This property is adjacent to land in Woodford County that is already used for manufacturing purposes. The property has approximately 150 feet of frontage on the south side of 520 North Road.

- 4.) **Adequate public roads connected to the arterial highway system are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.** This standard is met. This property has frontage on 520 North Road which connects to State Highway 251.
- 5.) **The proposed amendment is consistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the M-1 Restricted Manufacturing District will not have a substantial detrimental effect on the drainage patterns in the area.** This standard is met. The property is sloping and a small vacant portion of the property is located in a flood zone.
- 6.) **Adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the M-1 Restricted Manufacturing District.** This standard is met. The Hudson Township Fire District will provide fire protection for the subject property. Public sewer is not available at this site. The septic system for the single family residence will need to get an approval by the County Health Department prior to issuing any building permits for this property.
- 7.) **The proposed amendment is consistent with the public interest, giving due consideration to the purpose and intent of this ordinance.**

After considering all the evidence and testimony presented, this board finds that the proposed map amendment requested meets all the standards for recommending granting as found in Section 207.6 (Standards for Map Amendments) of the McLean County Zoning Ordinance and that such request is in the public interest. Therefore, the Zoning Board of Appeals hereby recommends approval of the request to change the zoning district classification of the property described above from Agriculture District to a classification of M-1 Restricted Manufacturing District.

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

Respectfully submitted this 3<sup>rd</sup> day of August 2004, McLean County Zoning Board of Appeals

Joe Elble  

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Acting Chair

Joe Elble, Acting Chair  
Tony Wheat  
James Finnigan  
David Kinsella  
Jerry Hoffman  
Michael Kuritz

ERROR: timeout  
OFFENDING COMMAND: timeout

STACK:

ORDINANCE OF APPROVAL  
OF FINAL PLAT  
Resubdivision of Lot 4 in Resubdivision of Lot 2  
In Illinois Power Company Subdivision, File S-04-12

WHEREAS, the Illinois Power Company has requested a waiver from preliminary plan requirements and has filed an application for approval of a final plat for the Resubdivision of Lot 4 in Resubdivision of Lot 2 in Illinois Power Company Subdivision, file number S-04-12, and has executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, the Illinois Power Company has subdivided one lot from their property in order to allow Corn Belt Energy Corporation to build a substation; 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 Resubdivision of Lot 4 in Resubdivision of Lot 2 in Illinois Power Company Subdivision be and hereby are approved.

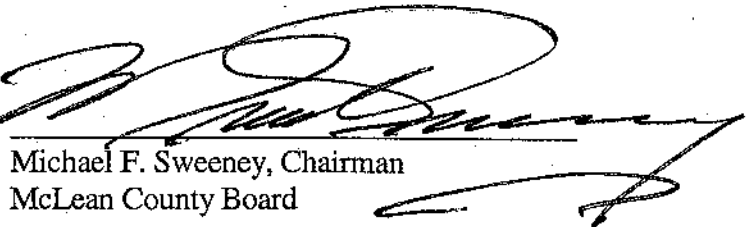
Adopted by the County Board of McLean County, Illinois this 17<sup>th</sup> day of August, 2004

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-04-12

1. REFERENCE

- A. Meeting date: August 5, 2004
- B. Subdivider's name: Illinois Power Company
- C. Subdivision name: Resubdivision of Lot 4 in Resubdivision of Lot 2 in Illinois Power Company Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- A. Property location: Immediately west of County Highway 29 (Towanda Barnes Road) approximately 3/8 mile south of Ireland Grove Road
- B. Township: Old Town Township
- C. Parcel Numbers: Part of 22-18-200-004 & 006
- D. Existing zoning: Agriculture District
- E. Applicant request: A waiver of preliminary plan requirements and a one lot final subdivision plat for the Resubdivision of Lot 4 in Resubdivision of Lot 2 in Illinois Power Company Subdivision
- F. Existing land use: Illinois Power has a large substation adjacent to the proposed subdivision -- Corn Belt Electric plans to place a substation on the proposed lot

3. DIMENSIONS & REVIEW:

- A. Size of Parcel: 1.8 acres in area
- B. County Health Department: Recommends approval of the proposed subdivision plat
- C. County Highway Department: The County Highway Department has reviewed the plat, will provide a plat access certificate and recommends approval

Staff recommends that the waiver of preliminary plan requirements and the Resubdivision of Lot 4 in Resubdivision of Lot 2 in Illinois Power Company Subdivision final plat should be approved.

Respectfully submitted,



Philip Dick, AICP, Director

ORDINANCE OF APPROVAL  
OF FINAL PLAT  
Kessinger Subdivision, File S-04-14

WHEREAS, Windell and Judy Kessinger have requested a waiver from preliminary plan requirements and have filed an application for approval of a final plat for Kessinger Subdivision, file number S-04-14, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Windell and Judy Kessinger have subdivided this property into two lots in order to use one for their existing dwelling and to allow construction of another dwelling on the second lot; 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

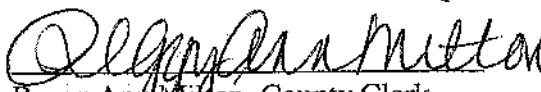
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

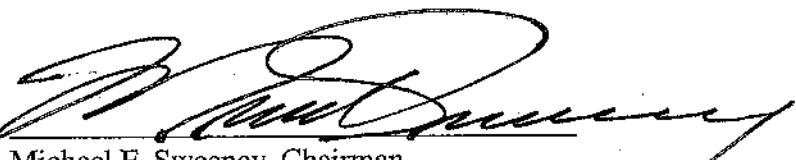
BE IT ORDAINED that the said waiver and final plat for the aforesaid Kessinger Subdivision be and hereby are approved.

Adopted by the County Board of McLean County, Illinois this 17<sup>th</sup> day of August, 2004

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-04-14

**1. REFERENCE**

- A. Meeting date: August 5, 2004
- B. Subdividers' names: Windell and Judy Kessinger
- C. Subdivision name: Kessinger Subdivision

**2. LOCATION AND, LAND USE AND REQUEST:**

- A. Property location: Immediately east of Bunn Street approximately 750 feet north of Woodrig Road
- B. Township: Bloomington Township
- C. Parcel Numbers: 21-15-351-004 & 015
- D. Existing zoning: R-1 Single Family Residence District
- E. Applicant request: A waiver of preliminary plan requirements and a two lot final subdivision plat for Kessinger Subdivision
- F. Existing land use: Lot 1 contains a single family dwelling; Lot 2 is vacant on which a new single family dwelling is proposed – a variance in lot width was approved for Lot 1 in case 03-63-V

**3. DIMENSIONS & REVIEW:**

- A. Size of Parcels: Lot 1 is 1.45 acres in area; Lot 2 is 2.25 acres area
- B. County Health Department: Recommends approval of the proposed subdivision plat
- C. County Highway Department: The County Highway Department has reviewed the plat and recommends approval.

Staff recommends that the waiver of preliminary plan requirements and Kessinger Subdivision final plat should be approved.

Respectfully submitted,



Philip Dick, AICP, Director



RESOLUTION of the McLEAN COUNTY BOARD  
APPROVING the LOCATION and LEASE of SPACE  
in the BASEMENT of the GOVERNMENT CENTER  
for a COFFEE KIOSK RETAIL FACILITY

WHEREAS, the Property Committee of the McLean County Board has received and reviewed a proposal submitted by Mr. Kevin Crutcher, an independent, private entrepreneur, to locate and lease space in the basement of the Government Center for a Coffee Kiosk retail facility; and,

WHEREAS, plans for the proposed Coffee Kiosk retail facility are subject to review and final approval by the City of Bloomington Building Code and Enforcement Department, the McLean County Health Department, and the McLean County Facilities Management Department; and,

WHEREAS, pursuant to the Lease Agreement approved by the Public Building Commission of McLean County, the City of Bloomington and the McLean County Board, McLean County is responsible for the Operation and Maintenance of the Government Center; and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, August 5, 2004, recommended approval of the location and lease of space in the basement of the Government Center to Mr. Kevin Crutcher for a Coffee Kiosk retail facility, contingent upon final approval of the architectural plans and specifications being received from the City of Bloomington Building Code and Enforcement Department, the McLean County Health Department, and the McLean County Facilities Management Department; and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, August 5, 2004, recommended that, upon receipt of final approval of the architectural plans and specifications from the City of Bloomington Building Code and Enforcement Department, the McLean County Health Department, and the McLean County Facilities Management Department, a Lease Agreement for space in the basement of the Government Center be prepared between Mr. Kevin Crutcher and McLean County; now, therefore,

BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

- (1) The McLean County Board hereby approves the recommendation to locate and lease space in the basement of the Government Center to Mr. Kevin Crutcher for a Coffee Kiosk retail facility, contingent upon final approval of the architectural plans and specifications being received from the City of Bloomington Building Code and Enforcement Department, the McLean County Health Department, and the McLean County Facilities Management Department.
- (2) The McLean County Board hereby approves the recommendation that, upon receipt of final approval of the architectural plans and specifications from the City of Bloomington Building Code and Enforcement Department, the McLean County Health Department, and the McLean County Facilities Management Department, a Lease Agreement for space in the basement of the Government Center be prepared between Mr. Kevin Crutcher and McLean County.


(2)

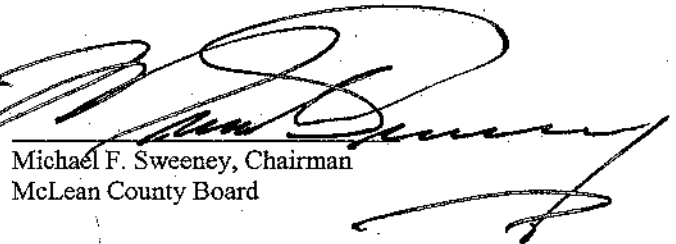
- (3) The McLean County Board hereby requests that a certified copy of this Resolution be forwarded to the Director of Facilities Management, the Director of the McLean County Health Department, the First Civil Assistant State's Attorney, and the County Administrator.

ADOPTED by the McLean County Board this 17<sup>th</sup> day of August, 2004.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

# The Coffee Depot

## Business Plan

Kevin Crutcher, President  
Frank Laesch, President  
Kim Crutcher, Vice President  
Shelley Laesch, Vice President

## Mission Statement

*To serve God and our families foremost. To provide the highest quality specialty coffee drinks, smoothies, and teas in the Bloomington/Normal area. To serve with pride and dignity. To provide a non-judgmental environment for our customers to come and enjoy.*

# Table of Contents

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## Executive Summary

### 1. Organizational Plan

Statement of Purpose

Description of business

Products and Services

Business Goals and Strategies

a. Hiring goals

b. Management

c. Employee

Insurance

Legal Structure

Hours of Operation

Location

Job titles and Descriptions

a. Owners and Operators

### 2. Marketing Plan

Target Market

Competition

Promotional Activity

Advertising

### 3. Strengths and Weaknesses

## Table of Contents

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### 4. Menu

Sample menu with logo and pricing

### 5. Kiosk

Illustrated layout of location within the lobby

Illustrated layout of the kiosk

## Executive Summary

The Coffee Depot is an LLC(Limited Liability Corporation) established in 2004 for the purpose of providing the highest quality espressos, lattes, mochas, Italian sodas, smoothies, and teas available.

The company consists of four partners, Kevin and Kim Crutcher and Frank and Shelley Laesch. The Coffee Depot can be found in the lower level of the Government Building in Bloomington, IL. This location was considered after gaining approval to open The Coffee Depot kiosk inside the Law and Justice Center Lobby in Bloomington, IL. The county then approached the LLC and asked that we consider opening a second store in their new building. We are very interested in a second location at this time.

The Coffee Depot will offer the above listed specialty drinks as well as donuts/pastries, muffins, bagels, and fresh fruit. A smaller version of this same menu will be available for catering.

Our hours of operation will be from 7a.m. to 11:00a.m.

Kim has experience in opening a coffee house in her church. Kevin, Kim, Frank, and Shelley several years experience working in the church coffee house and all have receive Barista training by Alliance World Coffees located in Muncie, Indiana.

We project that our start up cost will run \$10,000. We will independently finance the initial start up cost covering the kiosk, coffee/smoothie equipment, product, and decor.

We plan to hire a manager who shares our same vision and employees who fit with the culture of the business.

## **Statement of Purpose:**

The Coffee Depot was formed for the purpose of providing the highest quality and best tasting espresso's, latte's, mocha's, Italian soda's, smoothies, and teas available. We will provide brewed coffees, and will serve them in both regular and decaffeinated.

We will market our product to employees and visitors of the Government Building. Using high quality coffee, we will capture the essence of taste, texture, body, and aroma in a comfortable, friendly, and relaxed atmosphere.

Our menu will include additional items of donuts, bagels/pastries, muffins, and fresh fruits. We vow to serve our customers with integrity, and to value our customers by providing great service that is friendly, and prices that are competitive.

We will provide trained Baristas work the kiosk and educate the public on the quality and difference in our specialty drinks.

We will cater regularly scheduled meetings, providing airpots of coffee, donuts/pastries, muffins, and or bagels.

We will provide an ambiance of comfort, relaxation, aroma for taking a break to enjoy good coffee, tea, cold beverage, and or snack.

## **Physical description of business:**

The Coffee Depot will operate out of a full service kitchen currently located in the lower level of the Government Building.

The colors of brick, dark wood, with washable laminate counter tops will give warmth to the atmosphere while brighter colors found in our logo will catch the eye of the customer.

Tables with 2-4 chairs at each table will be available for seating.

Lighting will come from already placed lighting in the ceiling, and from specialty lighting above the counter tops.

A clear showcase will sit on the counter to display donuts, bagels, and muffin, which will be made fresh daily by a local bakery.

An attractive buffet will house condiments with a waste container to discard wrappers and stir.

**Product and Services:** We will offer high quality coffee purchased from Alliance World Coffee's whom were ranked #1 in the National Coffee Roasters organization. They will also provide us with flavored syrups made by Sergio, 100% all natural juice from concentrate, and powder for mocha drinks.

We will offer pastries ( donuts, bagels, muffins) made fresh daily at a local bakery.

We will offer fresh fruits (apples, oranges, and bananas), purchased from a local grocer.

We will offer soft drinks from a nationally recognized cola distributor.

We will provide catering services for meetings.

## **Goals and Strategies:**

**Offer Quality Products:** To serve the highest quality coffee and specialty drinks in Bloomington/Normal, and earn a reputation through our product and service that will make us competitive with larger coffee vendors such as Star Bucks and Caribou coffee. We will achieve this by being dedicated to the research, study, and the practice of the latest trends in the coffee world. We will also follow the cutting edge practices of our consultants and suppliers, that being Alliance World Coffee's.

**Ambiance:** To provide a friendly environment for our customers to relax and enjoy a drink and or snack, and guaranteeing great customer service that is timely, friendly and courteous.



## **Hiring Goals:**

**Management:** Team members will find their direction from the companies mission statement, values, and vision statements, as well as from the companies goals and objectives that we plan to achieve. The company owners will initially manage the business therefore setting a tone that encourages great customer service and satisfaction and guaranteeing the highest quality product.

**Training goal:** The owners and operators of The Coffee Depot will receive Barista training at Alliance World Coffees, Muncie, Indiana. The owners and operators will then train any and all employees by providing written information on terminology of the coffee lingo and hands on training for preparing specialty drinks as well as brewed coffees and tea.

**Management Goals:** To hire a person to manage and operate the business, giving this person the Autonomy to dream with the company, assist the vision of the company, and set the tone for our work mission and strategies.

## **Employee Goals:**

- tax forms
- employee handbook

## **Future Growth:**

- For the business owners to have freedom to oversee a manager and plan for future kiosks.
- To open a third kiosk in one year.
- Purchase an ATM machine.
- 

**New Technologies:** We are committed to staying educated on the latest drink making techniques and trends in the coffee, smoothie, mocha, and tea world by attending training seminars and through reading materials.

**Insurance:** Country companies small business liability insurance.

**Legal Structure:** Our legal and financial advisors recommended an LLC (Limited Liability Corporation) as the most efficient structure based on our current plans for expansion. There have been 400 shares of stock applied for and issued to the four partners. We are incorporated in the State of Illinois.

**Hours of Operations:** M - F 7:00am to 11:00am

## **Address:**

The Coffee Depot  
115 E. Washington  
Bloomington, Il 61701

## **Mailing address:**

The Coffee Depot  
8 Blue Lake Ct.  
Bloomington, Il 61704

## **Job Titles and Description:**

**Owners and operators:** Kevin and Kim Crutcher, Frank and Shelley Laesch

**Kevin** - is the founder of The Coffee Depot idea for the Government Building. He is part owner and will act primarily as the front runner for all scheduled meetings in establishing. He will act as our PR person now and after the business is functioning. He has 16 years of office management experience and will be our director and advisor for managing staff at the kiosk. He will help to formulate an interview style for us to use in the hiring process and help to set guidelines for termination practices. He will act as an advisor on the day to day operations of the business and planning for future kiosks.

**Kim** - is part owner and manager of The Coffee Depot. Her role will be to work and manage the business on a daily basis, purchasing product, scheduling and catering events. Her past experience of opening a coffee house in her church is valuable in making the specialty drinks, and in training to become a Barista. She will be the primary partner to purchase product, and will serve in the training of staff, and in assuring the business operates effectively. Kim's background in nursing gives her years of experience in serving others. She also has a background in case management, which will benefit the business in the daily operations. Providing organized, quality, friendly service will be her strength.

**Frank** - is part owner of The Coffee Depot. His primary and much needed role, is to manage the finances of the daily operations of the business. Frank's forte is numbers and he finds no challenge too difficult when it comes to finances. He will manage our business through a Quick Books program, that he is being trained in. Frank has a military background which has equipped him with the skill of paying great attention to detail. He will act as an advisor for the day to day operations as well as in planning for future kiosks.

**Shelley** - is part owner, manager, and designer of The Coffee Depot. Shelley has owned and operated her own specialty interior painting business, and has a great eye for design. She also has a background in catering, which will serve to increase our quality and success through her experience. Her role will be to work and manage the business on a daily basis, scheduling and catering events, and helping will the purchasing of product. Shelley's past experience of working

the coffee house in her church, will serve her and The Coffee Depot well, in establishing our business.

## **Marketing Plan**

### **Marketing Potential:**

- Catering regularly scheduled weekly and monthly meetings.
- Advertising with a sign and through media.

**Competition:** We have no competitors with in the structure of the Government Building. Approximately 3 blocks north of the Government Building is a store front coffee house called the Coffee Hound. Other competitors in the community are The Coffee House located in downtown Normal, Latte'Time located on North Main street in Normal, Bagelman's has 2 locations in Normal, and Bevande located near Towanda Plaza and at the Bloomington Air Port. Bevande most closely represents the type of business The Coffee Depot will be.

We plan to be very competitive with our menu prices. We will price our product slightly below our local competitors, as a service to our customer. This will not reflect an inferior product, but an ability to market our customer base.

### **Promotional Activity:**

- Punch cards
- Drawings for free product
- Taking free Latte samples to the different departments
- Daily and weekly specials

### **Advertising:**

- Flyers handed out within the building and to all local businesses in the downtown area.
- Ribbon cutting ceremony asking the Pantagraph to cover.

### **Strengths vs. Weaknesses**

Our strength is that we are catering to a specific part of the community that currently does not have this service available to them without a several block walk or drive.

The parking is also of concern in the downtown area, so once one has parked for work or for other business within the Government Building is difficult to come and go with ease. This we see as a benefit for our business, as well as those coming into the Government Building. A weakness is that we will be limited as to whom we can serve.

## **Statistics for Success:**

According to the National Coffee Association in 1999 there were 108,000,000 coffee consumers in the united states spending approximately 9.2 billion dollars in retail sector and 8.7 billion dollars in the food service sector every year ( SCAA 1999 Market Report). Coffee drinkers spend on the average \$164.71 per year on coffee. In 2000 the NCA found that 54% of the adult population in the US drink coffee daily, 18.12% drink gourmet coffee beverages daily, and 25% of Americans drink coffee occasionally. The average consumption in the US is 3.1 cups per day.

See Attached article titles Coffee Consumption in the United States

## **Menu:**

See attached menu of The Coffee Depot located in the Law and Justice Center.

**STATE OF ILLINOIS  
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF CLYDE KUNTZ  
AS A COMMISSIONER OF THE  
GRIDLEY DRAINAGE DISTRICT**

**WHEREAS**, due to the expiration of the term of Clyde Kuntz as a Commissioner of the Gridley Drainage District, it is advisable to consider a reappointment to this position; and,

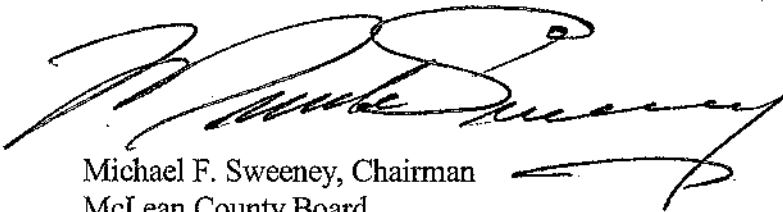
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**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 Clyde Kuntz as a Commissioner of the Gridley Drainage District for a three year term scheduled to expire on the first Tuesday in September, 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 Clyde Kuntz and Ben Roth, Attorney for the District.

**ADOPTED** by the County Board of McLean County, Illinois, this 17<sup>th</sup> day of August, 2004.

**APPROVED:**



Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**



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

EAANNAPTDD\_BRENT.RES

STATE OF ILLINOIS  
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF LONNIE MEINER  
AS A COMMISSIONER OF THE  
LAWNDALE-CROPSEY DRAINAGE DISTRICT**

**WHEREAS**, due to the expiration of the term of Lonnie Meiner as a Commissioner of the Lawndale-Cropsey Drainage District, it is advisable to consider a reappointment to this position; and,

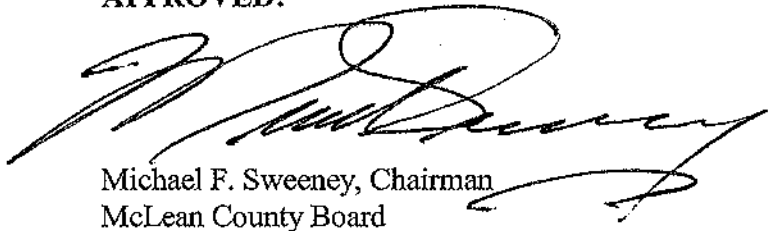
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**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 Lonnie Meiner as a Commissioner of the Lawndale-Cropsey Drainage District for a three year term scheduled to expire on the first Tuesday in September, 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 Lonnie Meiner and Tom Brucker, Attorney for the District.

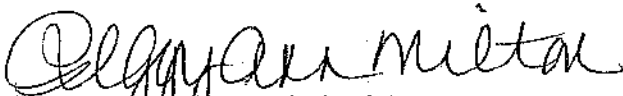
**ADOPTED** by the County Board of McLean County, Illinois, this 17<sup>th</sup> day of August, 2004.

**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\DD\_Meiner.RES

STATE OF ILLINOIS  
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF JAMES MORRISON  
AS A COMMISSIONER OF THE  
PATTON DRAINAGE DISTRICT**

**WHEREAS**, due to the expiration of the term of James Morrison as a Commissioner of the Patton Drainage District, it is advisable to consider a reappointment to this position; and,

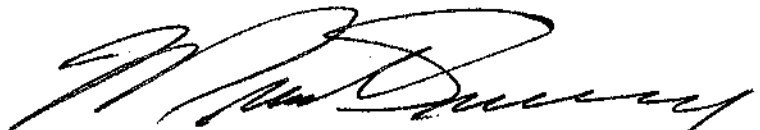
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**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 James Morrison as a Commissioner of the Patton Drainage District for a three year term scheduled to expire on the first Tuesday in September, 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 James Morrison and All Freehill, Attorney for the District.

**ADOPTED** by the County Board of McLean County, Illinois, this 17<sup>th</sup> day of August, 2004.

**APPROVED:**



Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**



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

E:\ANNAP\DD\_Morrison.RES

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF LLOYD POWER  
AS A COMMISSIONER OF THE  
EASTERBROOK DRAINAGE DISTRICT

**WHEREAS**, due to the expiration of the term of Lloyd Power as a Commissioner of the Easterbrook Drainage District, it is advisable to consider a reappointment to this position; and,

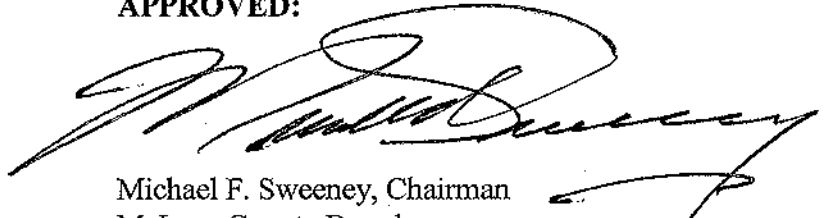
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**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 Lloyd Power as a Commissioner of the Easterbrook Drainage District for a three year term scheduled to expire on the first Tuesday in September, 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 Lloyd Power and Jay D. Reece, Attorney for the District.

**ADOPTED** by the County Board of McLean County, Illinois, this 17<sup>th</sup> day of August, 2004.

**APPROVED:**



Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**



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

EAANNAPTDD\_POWER.RES



STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF TODD RHODA  
AS A COMMISSIONER OF THE  
GOLDEN RULE DRAINAGE DISTRICT

**WHEREAS**, due to the expiration of the term of Todd Rhoda as a Commissioner of the Golden Rule Drainage District, it is advisable to consider a reappointment to this position; and,

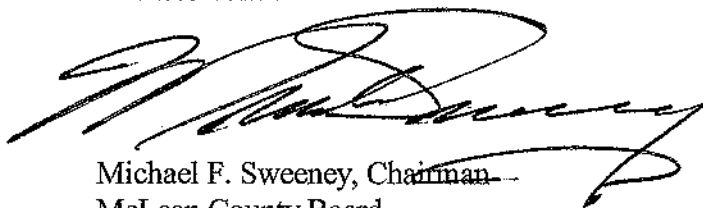
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**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 Todd Rhoda as a Commissioner of the Golden Rule Drainage District for a three year term scheduled to expire on the first Tuesday in September, 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 Todd Rhoda and John Freehill, Attorney for the District.

**ADOPTED** by the County Board of McLean County, Illinois, this 17<sup>th</sup> day of August, 2004.

**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\DD\_Rhoda.RES

STATE OF ILLINOIS  
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF TERRY SEEGMILLER  
AS A COMMISSIONER OF THE  
YATES DRAINAGE DISTRICT**

**WHEREAS**, due to the expiration of the term of Terry Seegmiller as a Commissioner of the Yates Drainage District, it is advisable to consider a reappointment to this position; and,

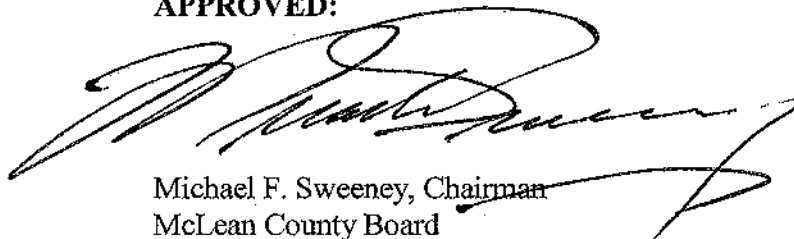
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**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 Terry Seegmiller as a Commissioner of the Yates Drainage District for a three year term scheduled to expire on the first Tuesday in September, 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 Terry Seegmiller and Al Freehill, Attorney for the District.

**ADOPTED** by the County Board of McLean County, Illinois, this 17<sup>th</sup> day of August, 2004.

**APPROVED:**



Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**



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

E:\ANNAPTDD\_Seegmiller.RES

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF A. ERIC SNODGRASS  
AS A COMMISSIONER OF THE  
ADRIAN DRAINAGE DISTRICT

WHEREAS, due to the expiration of the term of A. Eric Snodgrass as a Commissioner of the Adrian Drainage District, it is advisable to consider a reappointment to this position; and,

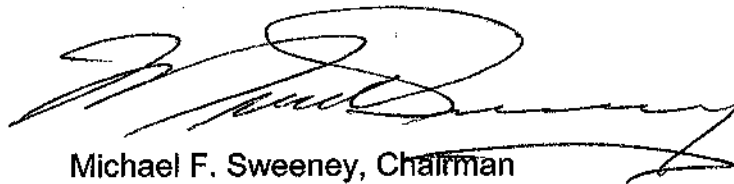
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 605/4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

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 A. Eric Snodgrass as a Commissioner of the Adrian Drainage District for a three-year term to expire on the first Tuesday in September, 2006 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 A. Eric Snodgrass and A.J. Rudasill, Attorney for the District.


Adopted by the County Board of McLean County, Illinois, this 17<sup>th</sup> day of August, 2004.

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  
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF ROGER SOMMER  
AS A COMMISSIONER OF THE  
CHENOA DRAINAGE DISTRICT**

**WHEREAS**, due to the expiration of the term of Roger Sommer as a Commissioner of the Chenoa Drainage District, it is advisable to consider a reappointment to this position; and,

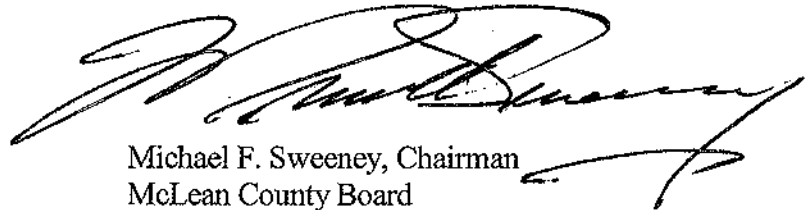
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**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 Roger Sommer as a Commissioner of the Chenoa Drainage District for a three year term scheduled to expire on the first Tuesday in September, 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 Roger Sommer and Al Freehill, Attorney for the District.

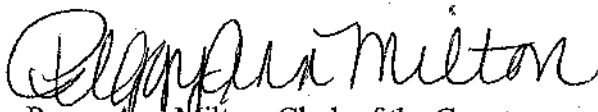
**ADOPTED** by the County Board of McLean County, Illinois, this 17<sup>th</sup> day of August, 2004.

**APPROVED:**



Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**



Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois  
EVANNAPTDD\_SOMMER.RES

**STATE OF ILLINOIS  
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF TONY WHEET  
AS A COMMISSIONER OF THE  
BROKAW-BRINING-BAILEY-LINTON DRAINAGE DISTRICT**

**WHEREAS**, due to the expiration of the term of Tony Wheet as a Commissioner of the Brokaw-Brining-Bailey-Linton Drainage District, it is advisable to consider a reappointment to this position; and,

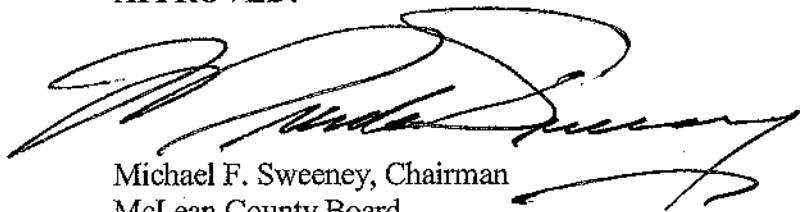
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**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 Tony Wheet as a Commissioner of the Brokaw-Brining-Bailey-Linton Drainage District for a three year term scheduled to expire on the first Tuesday in September, 2007, or until a successor shall have been qualified and appointed.

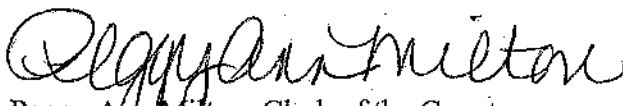
**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Reappointment to Tony Wheet and John L. Pratt, Attorney for the District.

**ADOPTED** by the County Board of McLean County, Illinois, this 17<sup>th</sup> day of August, 2004.

**APPROVED:**

  
Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**

  
Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois  
EAANNAPTDD\_WHEET.RES

**STATE OF ILLINOIS  
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF LARRY WINTERLAND  
AS A COMMISSIONER OF THE  
MARTIN TOWNSHIP DRAINAGE DISTRICT**

**WHEREAS**, due to the expiration of the term of Larry Winterland as a Commissioner of the Martin Township Drainage District, it is advisable to consider a reappointment to this position; and,

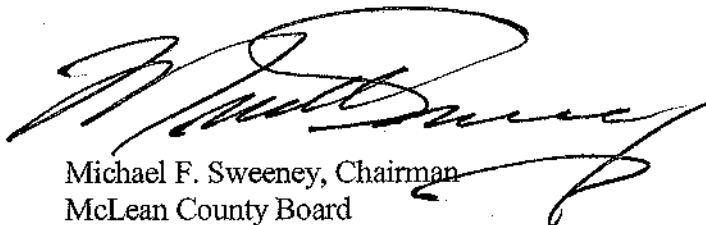
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**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 Larry Winterland as a Commissioner of the Martin Township Drainage District for a three year term scheduled to expire on the first Tuesday in September, 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 Larry Winterland and James DePew, Attorney for the District.

**ADOPTED** by the County Board of McLean County, Illinois, this 17<sup>th</sup> day of August, 2004.

**APPROVED:**



Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**



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

EAANNAPTDD\_Winterland.RES

**STATE OF ILLINOIS  
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF NORMAN YOUNG  
AS A COMMISSIONER OF THE  
FARMERS COOPERATIVE DRAINAGE DISTRICT**

**WHEREAS**, due to the expiration of the term of Norman Young as a Commissioner of the Farmers Cooperative Drainage District, it is advisable to consider a reappointment to this position; and,

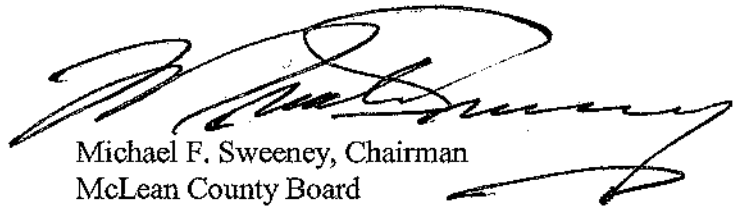
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**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 Norman Young as a Commissioner of the Farmers Cooperative Drainage District for a three year term scheduled to expire on the first Tuesday in September, 2007, or until a successor shall have been qualified and appointed.

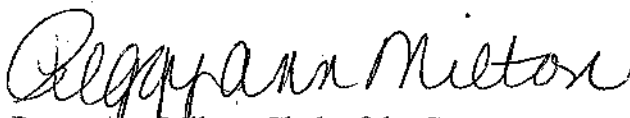
**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Reappointment to Norman Young and James Herr, Attorney for the District.

**ADOPTED** by the County Board of McLean County, Illinois, this 17<sup>th</sup> day of August, 2004.

**APPROVED:**

  
Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**

  
Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois  
E:\ANNAP\DD\_Young.RES

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF ADOLPH BIELFELDT  
AS A COMMISSIONER OF THE  
MACKINAW DRAINAGE DISTRICT

**WHEREAS**, due to the expiration of the term of Adolph Bielfeldt as a Commissioner of the Mackinaw Drainage District, it is advisable to consider a reappointment to this position; and,

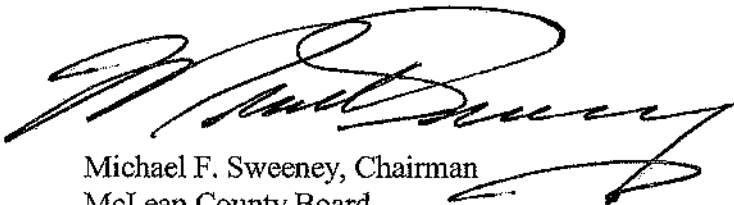
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**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 Adolph Bielfeldt as a Commissioner of the Mackinaw Drainage District for a three year term scheduled to expire on the first Tuesday in September, 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 Adolph Bielfeldt and Thomas Brucker, Attorney for the District.

**ADOPTED** by the County Board of McLean County, Illinois, this 17<sup>th</sup> day of August, 2004.

**APPROVED:**



Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**



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

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**STATE OF ILLINOIS  
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF GARY BRENT  
AS A COMMISSIONER OF THE  
SOUTH EMPIRE DRAINAGE DISTRICT**

**WHEREAS**, due to the expiration of the term of Gary Brent as a Commissioner of the South Empire Drainage District, it is advisable to consider a reappointment to this position; and,

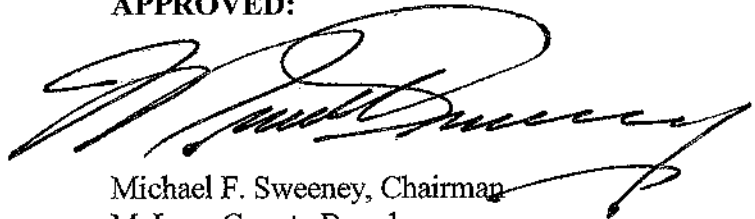
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**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 Gary Brent as a Commissioner of the South Empire Drainage District for a three year term scheduled to expire on the first Tuesday in September, 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 Gary Brent.

**ADOPTED** by the County Board of McLean County, Illinois, this 17<sup>th</sup> day of August, 2004.

**APPROVED:**



Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**



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

E:\ANNAPTDD\_BRENT.RES

**STATE OF ILLINOIS  
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF ALAN BRENT  
AS A COMMISSIONER OF THE  
BROKAW-BRINING-BAILEY-LINTON DRAINAGE DISTRICT**

**WHEREAS**, due to the expiration of the term of Alan Brent as a Commissioner of the Brokaw-Brining-Bailey-Linton Drainage District, it is advisable to consider a reappointment to this position; and,

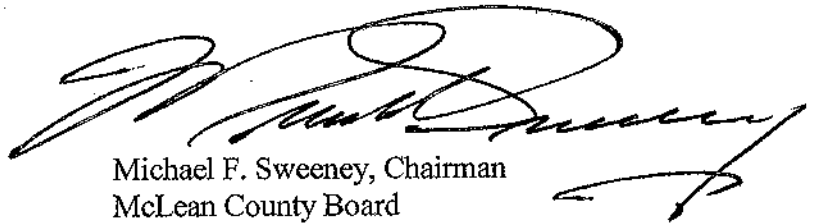
**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**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 Alan Brent as a Commissioner of the Brokaw-Brining-Bailey-Linton Drainage District for a three year term scheduled to expire on the first Tuesday in September, 2007, or until a successor shall have been qualified and appointed.

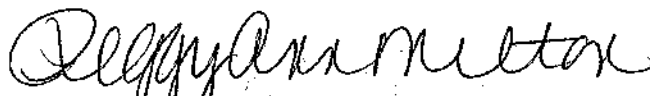
**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Reappointment to Alan Brent and John L. Pratt, Attorney for the District.

**ADOPTED** by the County Board of McLean County, Illinois, this 17<sup>th</sup> day of August, 2004.

**APPROVED:**

  
Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**

  
Peggy Ann Milton, Clerk of the County  
Board of the County of McLean, Illinois  
E:\ANNAP\TDD\_BRENT.RES

**STATE OF ILLINOIS  
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT  
AS A COMMISSIONER  
KUMLER DRAINAGE DISTRICT**

**WHEREAS**, due to the expiration of the term of Dr. [Name] of the Kumler Drainage District, it is advisable to consider a reappointment.

**WHEREAS**, the Chairman of the County Board, in accordance with the Illinois Compiled Statutes, 605/4-1, has the responsibility to effect the reappointment, with the advice and consent of the County Board.

**BE IT RESOLVED** that the McLean County Board of Supervisors shall give its advice and consent to the reappointment of Dr. [Name] to the Kumler Drainage District for a three year term starting on September 1, 2007, or until a successor shall have been appointed.

**BE IT FURTHER RESOLVED** that the County Clerk be and he is hereby authorized to execute the Resolution of Reappointment to Dr. [Name] to the Kumler Drainage District.

**STATE OF ILLINOIS  
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT  
AS A COMMISSIONER  
SANGAMON RIVER DRAINAGE DISTRICT**

**WHEREAS**, due to the expiration of the term of the Commissioner of the Sangamon River Drainage District, it is advisable to

**WHEREAS**, the Chairman of the County Board, in accordance with the Illinois Compiled Statutes, 605/4-1, has the responsibility to effect the reappointment, with the advice and consent of the County Board,

**BE IT RESOLVED** that the McLean County Board of Supervisors hereby give its advice and consent to the reappointment of Michael Doyle as Commissioner of the Sangamon River Drainage District for a three year term beginning on September 1, 2007, or until a successor shall have been appointed.

**BE IT FURTHER RESOLVED** that the County Board of Supervisors hereby effect the Reappointment to Michael Doyle and Hunt H. ...

**STATE OF ILLINOIS  
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT  
AS A COMMISSIONER  
WHITE STAR DRAINAGE DISTRICT**

**WHEREAS**, due to the expiration of the term of Eugene E. [redacted] of the White Star Drainage District, it is advisable to consider a reappointment of Eugene E. [redacted] as Commissioner of the White Star Drainage District;

**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of the Illinois Compiled Statutes, 605/4-1, has the responsibility to recommend the reappointment of Eugene E. [redacted] as Commissioner of the White Star Drainage District, with the advice and consent of the County Board;

**BE IT RESOLVED** that the McLean County Board of Supervisors hereby do hereby give its advice and consent to the reappointment of Eugene E. [redacted] as Commissioner of the White Star Drainage District for a three year term scheduled to expire on [redacted] 2007, or until a successor shall have been qualified and sworn into office;

**BE IT FURTHER RESOLVED** that the County Clerk of McLean County, Illinois, be and he is hereby authorized to execute and file with the County Clerk of Reappointment to Eugene E. [redacted] of the White Star Drainage District.



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

McLEAN COUNTY REVISED CODE    COUNTY BOARD MEETING DATES 5.91

**CHAPTER 5 - COUNTY BOARD**

**AN AMENDED ORDINANCE ESTABLISHING COUNTY BOARD MEETING DATES  
FOR CALENDAR YEAR 2004**

WHEREAS, it is necessary each year that the regular meetings of the McLean County Board be established; and,

WHEREAS, the Executive Committee has deemed it necessary to amend the Ordinance Establishing County Board Meeting Dates for Calendar Year 2004 to reflect an earlier occupancy of the Government Center; and,

WHEREAS, the Executive Committee has deemed it necessary and advisable to recommend establishing County Board meeting dates pursuant to Illinois Compiled Statutes (2000), Chapter 5, Section 120/2.02; now, therefore,

BE IT ORDAINED by the McLean County Board, now meeting in regular session, that:

(1) The regular monthly meetings of the County Board shall be in Room 700, McLean County Law and Justice Center, 104 West Front Street, Bloomington, Illinois, on the following dates at the following times in calendar year 2004:

Tuesday	January 20, 2004	9:00 a.m.
Tuesday	February 17, 2004	9:00 a.m.
Tuesday	March 16, 2004	9:00 a.m.
Tuesday	April 20, 2004	9:00 a.m.
Tuesday	May 18, 2004	9:00 a.m.
Tuesday	June 15, 2004	9:00 a.m.
Tuesday	July 27, 2004	9:00 a.m.
Tuesday	August 17, 2004	9:00 a.m.
<del>Tuesday</del>	<del>September 21, 2004</del>	<del>9:00 a.m.</del>
<del>Tuesday</del>	<del>October 19, 2004</del>	<del>9:00 a.m.</del>

(2) The regular monthly meetings of the County Board shall be in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois, on the following dates at the following times in calendar year 2004:

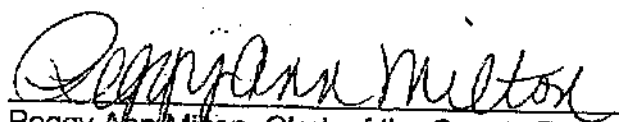
<del>Tuesday</del>	<del>September 21, 2004</del>	<del>9:00 a.m.</del>
<del>Tuesday</del>	<del>October 19, 2004</del>	<del>9:00 a.m.</del>
Tuesday	November 16, 2004	9:00 a.m.
Tuesday	December 21, 2004	9:00 a.m.

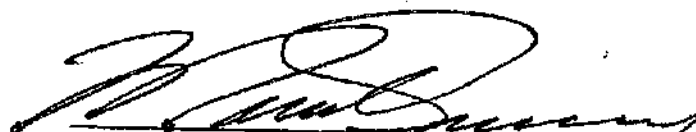
(2)

ADOPTED by the County Board of McLean County, Illinois, this 17th day of August, 2004.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

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Members Sorensen/Bass moved the County Board approve a Request for Approval of an Amended Ordinance Establishing County Board Meeting Dates for Calendar Year 2004. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: the Executive Committee's reports are located on pages 39-46.

**TRANSPORTATION COMMITTEE:**  
Member Bass, Chairman, stated the following: the Transportation Committee has no items for action and the General Report is located on pages 47-52.

**PROPERTY COMMITTEE:**  
Member Bostic, Chairman, stated the following: the Property Committee has no items to be presented for action and the General Report can be found on pages 53-57.



**JUSTICE COMMITTEE:**  
Member Renner, Chairman, presented the following:

**RESOLUTION of the McLEAN COUNTY BOARD  
AUTHORIZING and APPROVING the AWARD of a  
FISCAL YEAR 2004 LOCAL LAW ENFORCEMENT BLOCK GRANT**

WHEREAS, the Office of the Illinois Attorney General previously advised McLean County of the County's eligibility for grant funding available under the Bureau of Justice Assistance Fiscal Year 2004 Local Law Enforcement Block Grant; and,

WHEREAS, pursuant to the guidelines for eligibility under the Fiscal Year 2004 Local Law Enforcement Block Grant program, the Office of the Illinois Attorney General has certified McLean County as a disparate jurisdiction; and,

WHEREAS, McLean County, as a disparate jurisdiction, is responsible for at least 50% of the prosecution and incarceration costs attributable to major crimes as reported in the Uniform Crime Report Part I violent crimes; and,

WHEREAS, in accordance with the requirements for receiving grant funds under the Local Law Enforcement Block Grant program, the McLean County Sheriff negotiated with the City of Bloomington and Town of Normal to receive a portion of the available Local Law Enforcement Block Grant funds; and,

WHEREAS, the Justice Committee, at a Special Meeting on Tuesday, August 17, 2004, recommended that the County Board authorize the Sheriff, as the official representative of McLean County, to file an application to receive a share of the Fiscal Year 2004 Local Law Enforcement Block Grant funds; and,

WHEREAS, the Justice Committee, at a Special Meeting on Tuesday, August 17, 2004, further recommended that the County Board authorize the Sheriff, as the official representative of McLean County, to act in connection with the application and to provide additional information required by the Local Law Enforcement Block Grant program; now, therefore,

BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

- (1) The McLean County Board hereby authorizes the Sheriff, as the official representative of McLean County, to file an application to receive a share of the Fiscal Year 2004 Local Law Enforcement Block Grant funds.
- (2) The McLean County Board hereby authorizes the Sheriff, as the official representative of McLean County, to act in connection with the application and to provide additional information required by the Local Law Enforcement Block Grant program.

(2)

- (3) The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution to the McLean County Sheriff, County Auditor, County Treasurer, the First Civil Assistant State's Attorney, and the County Administrator.

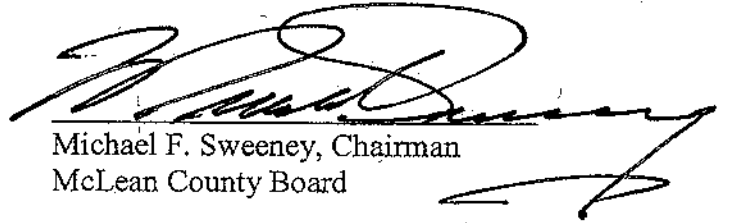
ADOPTED by the McLean County Board this 17<sup>th</sup> day of August, 2004.

ATTEST:

ADOPTED:



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



Michael F. Sweeney, Chairman  
McLean County Board



U.S. Department of Justice  
Office of Justice Programs  
*Bureau of Justice Assistance*

Office of the Director

Washington, D.C. 20531

July 30, 2004

Mr. Sweeny  
County Board Chairman, Mclean County  
104 W. Front St. P.O. Box 2400  
Bloomington, IL 61702-2400

RE: Fiscal Year 2004 Local Law Enforcement Block Grants Program

Dear Mr. Sweeny:

I am pleased to inform you that I have approved the application for funding under the Bureau of Justice Assistance's (BJA) Fiscal Year 2004 Local Law Enforcement Block Grants (LLEBG) Program in the amount of \$4,000 for Mclean County. The purpose of the LLEBG Program is to reduce crime and improve public safety. This Block Grant Award may be used for any of the purpose areas described in the statute.

Enclosed you will find the Grant Award and Special Conditions documents. If you have any programmatic questions regarding this award, please contact BJA's Programs Office at (202) 514-6638. In addition, all financial questions regarding this award should be directed to the Office of the Comptroller, Customer Service Division at (800) 458-0786.

I look forward to a continuing partnership with Mclean County in furtherance of this important criminal justice program.

Sincerely yours,

A handwritten signature in black ink, appearing to read "D. Herraiz".

Domingo S. Herraiz  
Director

Attachments



U.S. Department of Justice

Office of Justice Programs

*Office for Civil Rights*

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*Washington, D.C. 20531*

July 30, 2004

Mr. Sweeny  
County Board Chairman, Mclean County  
104 W. Front St. P.O. Box 2400  
Bloomington, IL 61702-2400

Dear Grant Recipient:

Congratulations on your recent award. Because you have submitted Certified Assurances that your agency is in compliance with applicable civil rights laws, this office has determined that you have met this requirement in the Department of Justice regulations governing recipients of Federal financial assistance (see 28 C.F.R. sec. 42.204, Applicants' Obligations). As Director of the Office for Civil Rights (OCR), Office of Justice Programs, I would like to offer you my assistance in completing the conditions of these Assurances, specifically Nos. 13, 14, and 15, as the grant goes forward.

As you know, equal opportunity for the participation of women and minority individuals in employment and services provided under programs and activities receiving Federal financial assistance is required by law. Therefore, if there has been a federal or state court or administrative agency finding of discrimination against your agency, please forward a copy of such order or consent decree, as required by Assurance No. 14, to OCR at the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights, 810 Seventh Street, N.W., Room 8136, Washington, D.C. 20531.

*Additional Instructions For Grantees Receiving \$500,000 Or More:*

1. In accordance with Assurance No. 15, each grantee that receives \$500,000 or more (or \$1,000,000 in an 18- month period), and has 50 or more employees, must submit an Equal Employment Opportunity Plan (EEOP) within 60 days from the date of this letter to OCR at the above address. <sup>1</sup>
2. Alternatively, the grantee may choose to complete an EEOP Short Form, in lieu of sending its own comprehensive EEOP, and return it to OCR within 60 days of the date of this letter. This easy-to-follow EEOP Short Form reduces paperwork and preparation time considerably and will ensure a quicker OCR review and approval. The enclosed Seven-Step Guide to the Design and Development of an EEOP (which includes an EEOP Short Form) will assist you in completing this requirement.
3. Please be reminded that the above requirements apply to primary grantees and to each of their subgrantees or contractors that meet the criteria outlined in this letter. Therefore, all primary grantees should apprise subgrantees of these responsibilities and those meeting the criteria should send their EEOPs or EEOP Short Forms directly to the Office for Civil Rights within 60 days of the date of the

NOTE: If agency has under 50 employees, regardless of amount of award, no EEOP is required; however, grantee must return applicable portion of Certification Form to OCR within 60 days.

PURSUANT TO THE SPECIAL CONDITION REGARDING EEOPs GOVERNING THIS AWARD, RECIPIENT ACKNOWLEDGES THAT FAILURE TO SUBMIT AN ACCEPTABLE EEOP IS A VIOLATION OF ITS CERTIFIED ASSURANCES AND MAY RESULT IN SUSPENSION OF DRAWDOWN OF FUNDS UNTIL EEOP HAS BEEN APPROVED BY THE OFFICE FOR CIVIL RIGHTS.

*Additional Instructions For Grantees Receiving \$25,000 Or More, But Under \$500,000:*

4. Pursuant to Department of Justice regulations, each grantee that receives \$25,000 or more and has 50 or more employees is required to maintain an Equal Employment Opportunity Plan (EEOP) on file for review by OCR upon request. (However, if the grantee is awarded \$1,000,000 in an eighteen (18) month period, it must submit an acceptable EEOP to OCR.) Please complete the applicable section of the attached Certification Form and return it to OCR within 60 days of the

NOTE: If agency has under 50 employees, regardless of amount of award, no EEOP is required; however, grantee must return applicable portion of Certification Form to OCR within 60 days.

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<sup>1</sup> If you have already submitted an EEOP as part of another award from the Office of Justice Programs (OJP) or the Office of Community Oriented Policing Services (COPS) within this grant period, or if you have certified that no EEOP is required, it is not necessary for you to submit another at this time. Simply send a copy of the letter you received from OCR showing that your EEOP or certification is acceptable.

*Additional Instructions For Grantees Receiving Under \$25,000:*

5. A recipient of under \$25,000 is not required to maintain or submit an Equal Employment Opportunity Plan (EEO) in accordance with Assurance No. 15. No Certification is required.

*Instructions for All Grantees:*

6. In addition, all recipients, regardless of their type, the monetary amount awarded, or the number of employees in their workforce, are subject to the prohibitions against discrimination in any funded program or activity. Therefore, OCR investigates complaints by individuals or groups alleging discrimination by a recipient of OJP funding; and may require all recipients, through selected compliance reviews, to submit data to ensure their services are delivered in an equitable manner to all segments of the service population and their employment practices are in compliance with equal employment opportunity requirements.<sup>2</sup>

If you have any questions, please call OCR at (202) 307-0690. Additional information and technical assistance on the civil rights obligations of grantees can be found at: <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston  
Acting Director, Office for Civil Rights

cc: Grant Manager  
Financial Analyst

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<sup>2</sup> The employment practices of certain Indian Tribes are not covered by Title VII of the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e.



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

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 BJS  NJ  OVC

CHECK APPROPRIATE BOX

AWARD

GRANT  
 COOPERATIVE AGREEMENT

PAGE 1 OF 7

1. GRANTEE NAME AND ADDRESS (Including Zip Code) McLean County 104 W. Front St. P.O. Box 2400 Bloomington, IL 61702-2400		4. AWARD NUMBER: 2004-LB-BX-1232	
		5. PROJECT PERIOD: FROM 10/01/2003 TO 09/30/2005 BUDGET PERIOD: FROM 10/01/2003 TO 09/30/2005	
1A. GRANTEE IRS/VENDOR NO. 376001568	6. AWARD DATE 07/30/2004		7. ACTION
2. SUBGRANTEE NAME AND ADDRESS (Including Zip Code)		8. SUPPLEMENT NUMBER <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Supplemental	
2A. SUBGRANTEE IRS/VENDOR NO.	9. PREVIOUS AWARD AMOUNT		\$0.00
3. PROJECT TITLE FY 2004 Local Law Enforcement Block Grants		10. AMOUNT OF THIS AWARD \$4,000	
		11. TOTAL AWARD \$4,000	
12. SPECIAL CONDITIONS (Check, if applicable) <input checked="" type="checkbox"/> THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED 6 PAGES			
13. STATUTORY AUTHORITY FOR GRANT <input type="checkbox"/> TITLE 1 OF THE OMNIBUS CRIME CONTROL AND SAFE STREETS ACT OF 1968, 42 U.S.C. 3701, ET. SEQ., AS AMENDED <input type="checkbox"/> TITLE 2 OF THE JUVENILE JUSTICE AND DELINQUENCY PREVENTION ACT OF 1974, 42 U.S.C. 5601, ET. SEQ., AS AMENDED <input type="checkbox"/> VICTIMS OF CRIME ACT OF 1984, 42 U.S.C. 10601, ET. SEQ., PUBLIC LAW 98-473, AS AMENDED <input checked="" type="checkbox"/> OTHER (Specify): Fiscal Year 2002, Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Act (Pub. L. No. 107-77)			
14. FUTURE FISCAL YEAR(S) SUPPORT: SECOND YEAR'S BUDGET PERIOD: N/A AMOUNT OF FUNDS: N/A TYPE OF FUNDS: THIRD YEAR'S BUDGET PERIOD: N/A AMOUNT OF FUNDS: N/A TYPE OF FUNDS:			
15. METHOD OF PAYMENT THE GRANTEE WILL RECEIVE CASH VIA A LETTER OF CREDIT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OJP OFFICIAL Domingo S. Herraiz Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Mike Sweeney County Board Chairman	
17. SIGNATURE OF APPROVING OJP OFFICIAL 		19. SIGNATURE OF AUTHORIZED GRANTEE	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR: X B BUD. ACT: LI DIV. REG: 00 SUB: 00 POMS:		21. L18M14 L102U01232	

OJP FORM 4000/2 (REV. 587) PREVIOUS EDITIONS ARE OBSOLETE



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 BJS    NI    OVC

CHECK APPROPRIATE BOX

AWARD CONTINUATION  
SHEET

GRANT  
 COOPERATIVE AGREEMENT

PAGE 2 OF 7

PROJECT NUMBER: 2004-LB-BX-1232

AWARD DATE 07/30/2004

*SPECIAL CONDITIONS*

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient agrees to comply with the organizational audit requirements of OMB Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations, as further described in OJP's Financial Guide, Chapter 19.
3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 CFR 42.302), that is approved by the Office of Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds, pursuant to section 101(g) of H.R. 728, 104th Cong. (1995).
6. The recipient shall submit one copy of all reports and proposed publications resulting from this agreement twenty (20) days prior to public release. Any publications (written, visual, or sound), whether published at the recipient's or government's expense, shall contain the following statement: (NOTE: This excludes press releases, newsletters, and issue analysis.)

"This project was supported by Grant No. 2004-LB-BX-1232 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

7. The recipient agrees to provide information required for any national evaluation conducted by the U.S. Department of Justice.
8. The recipient agrees, if the funds are used for the hiring and employing of new, additional law enforcement officers and/or support personnel, as described in the applicable purpose area of Subpart A section 101(a)(2) of H.R. 728, 104th Cong. (1995), that the recipient unit of local government will achieve a net gain in the number of law enforcement officers who perform non-administrative public safety service. If the funds are used for the hiring and employing of new, additional law enforcement officers and/or support personnel, the unit of local government will establish procedures to give members of the Armed Forces who, on or after October 1, 1990, were or are selected for involuntary separation (as described in section 1141 of Title 10, United States Code), approved for separation under section 1174a or 1175 of such title, or retired pursuant to the authority provided under section 4403 of the Defense Conversion, Reinvestment, and Transition Assistance Act of 1992 (division D of Public Law 102-484; 10 U.S.C. 1923 note), a suitable preference in the employment of persons as additional law enforcement officers or support personnel.





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CHECK APPROPRIATE BOX

**AWARD CONTINUATION  
SHEET**

GRANT  
 COOPERATIVE AGREEMENT

PAGE 3 OF 7

PROJECT NUMBER: 2004-LB-BX-1232

AWARD DATE 07/30/2004

*SPECIAL CONDITIONS CONTINUED*

9. The recipient agrees this award document constitutes the obligation of federal funds for use by the recipient in execution of the program or project covered by the award. Such obligation may be terminated without further cause if the recipient fails to affirm its timely utilization of the award by accepting the award and special conditions within 45 calendar days from the date of award.
10. The recipient agrees to submit the Request for Drawdown via the Internet system within 90 calendar days from the date of award, or to have all federal funds deobligated for redistribution during the next funding cycle.
11. Local recipients agree to one 24 month obligation and expenditure period, as established at the approval of the Request for Drawdown. All funds must be expended by the end of this 24 month period with no exceptions.
12. The recipient agrees to provide and expend a 10 percent cash match (calculated as 1/9 of the federal award amount) before the end of the 24 month obligation and expenditure period. The recipient is reminded that the matching funds are subject to audit under Special Condition #2 and will be binding to the recipient. Program income/interest earned on Federal funds may not be considered as part of recipient's 10 percent cash match.
13. Local recipients are required to establish a trust fund account. This fund may not be used to pay debts incurred by other activities beyond the scope of the Local Law Enforcement Block Grants Program. The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the 24 month period. Grant funds (including any interest earned) not expended by the end of the 24 month period must be returned to the Bureau of Justice Assistance (BJA) by the end of the 27th month, along with the final submission of the Financial Status Report (SF-269A).
14. The recipient agrees to submit one final progress report via the Internet system at the end of the 24 month obligation and expenditure period.
15. The recipient agrees, if funds are used by the recipient or subrecipient for enhancing security and/or crime prevention programs, that the recipient or subrecipient - -
  - (a) has an adequate process to assess the impact of any enhancement of a school security measure that is undertaken under subparagraph (B) of section 101(a)(2), on the incidence of crime in the geographic area where the enhancement is undertaken, and;
  - (b) will conduct such an assessment with respect to each such enhancement;
  - (c) will submit to the Bureau of Justice Assistance (BJA) an annual written assessment report; and
  - (d) will include a summary of the annual assessments conducted during the term of the grant in the Final Grant Report to be submitted.



U.S. DEPARTMENT OF JUSTICE  
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OJP  BJA  OJDP  
 BJS  NIJ  OVC

CHECK APPROPRIATE BOX

AWARD CONTINUATION  
SHEET

GRANT  
 COOPERATIVE AGREEMENT

PAGE 4 OF 7

PROJECT NUMBER: 2004-LB-BX-1232

AWARD DATE 07/30/2004

*SPECIAL CONDITIONS CONTINUED*

16. The recipient agrees to comply with 28 CFR Part 23 if federal funds are used to support Criminal Intelligence Systems.
17. The recipient agrees to assist BJA in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the recipient or by a subrecipient. Accordingly, prior to obligating grant funds, the recipient agrees to first determine if any of the following activities will be related to the use of the grant funds. The recipient understands that this special condition applies to its following new activities, whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

1. New construction;
2. Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
3. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and,
4. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

**Application of This Special Condition to Recipient's Existing Programs or Activities:**

For any of the recipient's or its subrecipient's existing programs or activities that will be funded with these grant funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

18. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.ojp.usdoj.gov/ec/states.htm>



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

OJP    BJA    OJDP  
 BJS    ND    OVC

CHECK APPROPRIATE BOX

AWARD CONTINUATION  
SHEET

GRANT  
 COOPERATIVE AGREEMENT

PAGE 5 OF 7

PROJECT NUMBER: 2004-LB-BX-1232

AWARD DATE 07/30/2004

*SPECIAL CONDITIONS CONTINUED*

19. The recipient agrees that prior to the obligation or expenditure of any LLEBG funds, at least one (1) public hearing will be held regarding the proposed use(s) of the grant funds. The recipient must also provide verification to BJA, via the Internet system, of the public hearing. At the hearing, persons shall be given an opportunity to provide written and oral views to the recipient on the proposed use(s) of the grant funds. The recipient will hold the public hearing at a time and place that allows and encourages public attendance and participation. The recipient may not request a drawdown of funds until these requirements are met and the formal budget allocations are adopted by the recipient.
20. The recipient agrees that prior to the obligation or expenditure of any LLEBG funds, a previously designated or newly established advisory board will meet to discuss the proposed use(s) of the grant funds. The recipient will designate the advisory board to make nonbinding recommendations on the use(s) of funds under the LLEBG Program. Membership on the advisory board must include a representative from the following, though it may be broader:
- a) the local police department or sheriff's department;
  - b) the local prosecutor's office;
  - c) the local court system;
  - d) the local school system; and,
  - e) a local nonprofit, educational, religious, or community group active in crime prevention or drug use prevention or treatment.
- The recipient may not request a drawdown of funds until these requirements are met and the formal budget allocations are adopted by the recipient.
21. The recipient has certified it is in compliance with the Public Safety Officers' Health Benefits Provision of the Fiscal Year 2004, Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Act (Pub. L. No. 107-273) and agrees to remain in compliance during the life of the grant. This provision requires that the unit of local government which employs a public safety officer (as defined by section 1204 of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended) to afford such public safety officer who retires or is separated from service due to injury suffered as a direct and proximate result of a personal injury sustained in the line of duty while responding to an emergency situation or hot pursuit (as such terms are defined by State law) with the same or better level of health insurance benefits at the time of retirement or separation as the officer received while on duty.
22. The recipient agrees that funds provided under this award may not be used to operate a "pay-to-stay" program in any local jail. The recipient further agrees not to subaward funds to local jails which operate "pay-to-stay" programs.



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
 OJP  BJA  OJJDP  
 BJS  NIJ  OVC  
CHECK APPROPRIATE BOX

AWARD CONTINUATION  
SHEET

GRANT  
 COOPERATIVE AGREEMENT

PAGE 6 OF 7

PROJECT NUMBER: 2004-LB-BX-1232

AWARD DATE 07/30/2004

*SPECIAL CONDITIONS CONTINUED*

23. Mitigation of Health, Safety, and Environmental Risks

a. General Requirement: The grantee agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and the disposal of the chemicals, equipment, and wastes used in or resulting from the operations of these laboratories.

b. Specific Requirements: The grantee understands and agrees that any program or initiative involving either the identification, seizure, or closure of clandestine methamphetamine laboratories, hereafter referred to as the "Program", can result in adverse health, safety, and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment; and (4) the immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and wastes from a seized laboratory's operations are placed or come to rest.

Therefore, the grantee further agrees that in order to avoid or mitigate the possible adverse health, safety, and environmental impacts of its Program, it will (1) include the nine, below listed protective measures or components within its Program; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this grant agreement; and (3) implement these protective measures throughout the life of this grant agreement. In so doing, the grantee understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractors, or other qualified third parties.

1. Provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories;

2. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the grantee to either the seizure or the closure of clandestine methamphetamine laboratories;

3. As determined by their specific duties, equip personnel assigned to the Program with OSHA required protective wear and other required safety equipment;

4. Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

OJP  BJA  OJDP  
 BJS  NIJ  OVC

CHECK APPROPRIATE BOX

AWARD CONTINUATION  
SHEET

GRANT  
 COOPERATIVE AGREEMENT

PAGE 7 OF 7

PROJECT NUMBER: 2004-LB-BX-1232

AWARD DATE 07/30/2004

*SPECIAL CONDITIONS CONTINUED*

5. Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
6. Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
7. Monitor the transport, disposal, and recycling components of subparagraphs numbered 5. and 6. immediately above in order to ensure proper compliance;
8. Have in place and implement an inter-agency agreement or other form of commitment with a responsible state environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing state and federal requirements; and
9. Include among the personnel involved in seizing clandestine methamphetamine laboratories, or have immediate access to, qualified personnel who can respond to the potential health needs of any of the offender(s)' children or other children present or living at the seized laboratory site. Response actions should include, at a minimum and as necessary, taking children into protective custody, immediately testing them for methamphetamine toxicity, and arranging for any necessary follow-up medical tests, examinations, or health care.
  - c. Additional Requirements: As part of the Request for Drawdown process, the Grantee shall submit a brief description of its project sufficient for the Office of Justice Programs (OJP) to determine whether any additional compliance with federal environmental statutes and regulations needs to occur prior to the issuance of LLEBG funds. Furthermore, once LLEBG funds are issued, the Grantee shall notify OJP if the project changes significantly from the description in the Request for Drawdown, or if significant new information is revealed during the course of the expenditure of LLEBG funds so that OJP can determine whether any additional environmental analyses need to be completed.

## Assurances - Mclean County

You must click on the box underneath each condition AND click on the Accept button at the bottom of the screen.

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1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood

Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.



10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.



15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.



16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.



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OJP Form 4000/3 (Rev. 7-00)

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Members Renner/Rackauskas moved the County Board approve a Request for Approval of Resolution of the McLean County Board Authorizing and Approving the Award of a Fiscal Year 2004 Local Law Enforcement Block Grant -- Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



Member Renner, Chairman, presented the following:

STATE OF ILLINOIS  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
ILLINOIS DEPARTMENT OF PUBLIC AID  
AND  
MCLEAN COUNTY, CLERK OF THE CIRCUIT COURT  
AGREEMENT No. 2005-55-007

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, Clerk of the Circuit Court, hereinafter referred to as the (Circuit Clerk), in consideration of the mutual covenants contained herein, agree as follows:

Whereas, the Department administers the Child Support Enforcement Program under Title X of the Illinois Public Aid Code (305 ILCS 5/10-1 *et seq.*) and Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*) ("Child Support Enforcement"); and

Whereas, the Department requires the participating downstate Illinois Circuit Court Clerks to support and maintain the KIDS System; and

Whereas, the Circuit Clerk desires to provide these services under the terms and conditions of this Agreement;

Now Therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**ARTICLE I - DEFINITIONS**

As used in this Agreement, the following terms have the following meanings:

- 1.1. "Child Support Enforcement Program" means the program administered by the Department under Article X of the Illinois Public Aid Code 305 ILCS 5/10-1 *et seq.*
- 1.2. The term IV-D is defined as set forth in 89 Illinois Administrative Code 160.10(a). This Intergovernmental Agreement (Agreement) applies to IV-D matters only unless otherwise specifically provided.
- 1.3. The term "KIDS" is defined as the Department's successor child support enforcement computer system (Key Information Delivery System).

- 1.4. The term "all parties" and "the parties" refer to the Department, the Circuit Clerk, and the Chief Judge.
- 1.5. The term "SDU" refers to the State Disbursement Unit.
- 1.6. The term "CFDA" is defined as Catalog of Federal Domestic Assistance. The Department's Division of Child Support Enforcement's CFDA Number is 93.563.

## **ARTICLE II - TERM AND SCOPE**

- 2.1. **Term.** This Agreement shall be effective on July 1, 2004, and shall continue through June 30, 2005, unless the Agreement is otherwise terminated as set forth in **Article III.**
- 2.2. **Renewal.** This Agreement may be renewed for additional periods by each party furnishing written notification of such intent, with the time period of coverage and agreement amount for such renewal specified in the written notice. In no event shall the renewal terms and the initial term of the Agreement exceed three (3) years.
- 2.3. **Entirety of Agreement.** The terms and conditions of this Agreement along with applicable Department's Administrative Rules and any documents expressly incorporated herein shall constitute the entire present Agreement between the parties. This Agreement constitutes a total integration of all rights, benefits and obligations of the parties, that there exists no other agreements or understandings, oral or otherwise, that bind any of the parties regarding the subject matter of this Agreement. This Agreement supersedes and revokes any prior Agreement between the parties as to the subject matter of this Agreement.

## **ARTICLE III - TERMINATION**

- 3.1. **Availability of Funds.** Funding for the implementation of this Agreement consists of both Federal and State funds obtained by and payable through the Department. This Agreement is subject to the availability of Department appropriation or the availability of Federal funds for the purpose outlined in the Agreement. The Department's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois or Federal funding sources fails to make an appropriation sufficient to pay such obligation. The Department shall give the Circuit Clerk notice of such termination for funding as soon as practicable after the Department becomes aware of the failure of funding. The Circuit Clerk's obligation to perform shall cease upon notice by the Department of lack of appropriated funds.

- 3.2. **Termination Without Cause.** Notwithstanding any contrary provision in this Agreement, this agreement may be terminated by either party upon thirty (30) days' written notice to the other party. If the Department elects to terminate, the Circuit Clerk shall be entitled to payment for satisfactory services rendered under the Agreement up to the time of termination.
- 3.3. **Termination For Cause.** In the event of a party's failure to comply with a term of this Agreement, the other party will provide notice of the breach. If such breach is not cured to the notifying party's satisfaction within thirty (30) days after such notice, or within such time as specified in the notice, the notifying party may proceed to termination by serving a notice of termination upon the other party, which shall immediately terminate this Agreement.
- 3.4. **Notice of Change in Circumstances.** In the event the Circuit Clerk becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on the Circuit Clerk's ability to perform under this Agreement, the Circuit Clerk will immediately notify the Department in writing.
- 3.5. **Nonwaiver.** Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 3.6. **Inability to Perform.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.
- 3.7. **Other Termination Rights.** This Agreement may be terminated as set forth in Section 3.2 or 3.3 in the event of the following:
- A. Failure of the Circuit Clerk to maintain the representations, warranties and certifications set forth in this Agreement.
  - B. Any case or proceeding is commenced by or against a party seeking a decree or order with respect to the other party under the United States Bankruptcy Code or any other applicable bankruptcy or other similar law, including, without limitation, laws governing liquidation and receivership, and such proceeding is not dismissed within ninety (90) days after its commencement.
  - C. Material misrepresentation or falsification of any information provided by a party in the course of dealings between the parties:

- D. A party takes any action to dissolve, merge, or liquidate.
- E. Failure of the parties to negotiate an amendment necessary for statutory or regulatory compliance as provided in this Agreement.

#### ARTICLE IV - AGREEMENT MANAGEMENT AND NOTICES

4.1. **Agreement Management.** The Department shall designate an Agreement Manager who will facilitate communication between the Circuit Clerk and various administrative units within the Department. All communications from the Circuit Clerk to the Department pertaining to this Agreement are to be directed to the Agreement Manager at the address and telephone number set forth in **Section 4.2**. Nothing in this section shall be construed to prevent the Department's counsel from contacting the Circuit Clerk or Circuit Clerk's counsel.

4.2. **Notices.**

- A. All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (i) delivered in person, obtaining a signature indicating successful delivery; (ii) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (iii) sent by certified mail, obtaining a signature indicating successful delivery; or (iv) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below. All telephonic communications between the parties shall be made to the telephone number(s) set forth below. Either party may at any time give notice in writing to the other party of a change of name, address, or telephone or telefacsimile number.

Department: Barry S. Maram, Director  
Illinois Department of Public Aid  
201 South Grand Avenue East  
Springfield, Illinois 62763

Circuit Clerk: The Honorable Sandra K. Parker  
Clerk of the Circuit Court  
McLean County  
104 West Front Street, Room 404  
Bloomington, Illinois 61702

Remittance Address: MCLEAN County TREASURER  
P.O. BOX 2400  
BLOOMINGTON IL 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: Lee Caruso, Administrative Assistant  
Division of Child Support Enforcement  
Contract Management and Monitoring  
Telephone: (217) 782-8921  
Fax: (217) 524-4608

Circuit Clerk: The Honorable Sandra K. Parker  
Telephone: (309) 888-5306  
Fax: (309) 888-5304

#### ARTICLE V - CIRCUIT CLERK RIGHTS AND RESPONSIBILITIES

##### 5.1. Performance of Services and Duties.

- A. The Circuit Clerk shall perform all services and other duties as set forth in this Agreement in accordance with, and subject to, applicable Administrative Rules and Departmental policies, including rules and regulations which may be issued or promulgated from time to time during the term of this Agreement. The Circuit Clerk shall be provided copies of such upon the Circuit Clerk's written request.
- B. The Circuit Clerk shall ensure that its employees who provide services under this Agreement are skilled in the profession for which they will be employed. In the event the Department determines that any individual performing services for the Circuit Clerk hereunder is not providing such skilled services, the Department shall promptly so notify the Circuit Clerk of specific deficiencies and the Circuit Clerk shall promptly correct those deficiencies.

##### 5.2. Consultation and Performance Reviews.

- A. The Circuit Clerk shall consult with and keep the Department fully informed as to the progress of all matters covered by this Agreement.
- B. The Department may conduct a post performance review of the Circuit Clerk's performance under the Agreement. The Circuit Clerk shall cooperate with the

Department in this review, which may require the Circuit Clerk to provide records of Circuit Clerk's performance, including expense information.

5.3. Circuit Clerk's Duties. The Circuit Clerk shall:

- A. Provide initial and ongoing training to newly assigned and existing Circuit Clerk staff necessary to carry out the responsibilities of this Agreement, including, but not limited to IV-D policy and procedure, KIDS, coding of action dispositions for data entry, statutory provisions and case decisions relating to child support and any other matters mutually agreed upon by the parties. The Circuit Clerk will provide to the Department a current copy, if any, of all training packets and modules.
- B. Submit monthly reports (see attached examples) and any other reports required by the Department, the format and content of which shall be as specified by the Department after consultation and mutual agreement with the Circuit Clerk, and any report required by the Federal Office of Child Support Enforcement.
- C. Obtain authorization for access to information available through the Department's computer systems and to ensure that all computer security requirements of the Department are strictly followed.
- D. Use all reasonable diligence in performing the duties undertaken in this Agreement.
- E. Provide any and all information concerning child support payment data to the SDU. Such data will include, without limitation, the payment amount, date of payment withholding by employer (if furnished by employer), date of payment receipt by the Circuit Clerk, IV-D case number, RIN number (when available), court case number, name of the custodial parent, and name of the non-custodial parent.
- F. Accept from the Department, in a time and manner mutually agreed between the Department and the Circuit Clerk, all information regarding IV-D child support payments received directly by the Department, including the date, amount, and source of any such payment.
- G. Submit reports for financial reimbursement in accordance with the terms and conditions set forth in **Article VII, Item 7.1(A)** of this Agreement.
- H. Not modify the Department's hardware or software without the Department's prior written approval.

- I. Obtain prior written approval from the Department before modifying any of the Circuit Clerk's hardware or software which would affect the Department's linkage or data exchange.
- J. Provide access to the Department for use in data comparisons.
- K. Perform and comply with the duties set forth in **Exhibit 1**, attached hereto and made a part hereof.
- L. Provide to the Department, by mail, telefacsimile or other mutually acceptable manner, copies of support orders, paternity orders, payment ledgers, docket sheets, and other court records requested by the Department.
- M. Be responsible or obtaining hardware and software maintenance agreements, excluding the SDU PC, printer, hardware and software, for all equipment purchased under this or any Agreement between the parties.
- N. Be connected to the IDPA KIDS system via an IDPA provided Child Support data circuit installed to the County facility. The Circuit Clerk's Office will work with IDPA technical staff to establish this connectivity in the most cost effective manner possible for the taxpayers of Illinois. As technology changes are made by IDPA and the State of Illinois that allow more cost effective connectivity solutions, the Circuit Clerk's Office will work with IDPA technical staff to allow these solutions to be used for IDPA provided connections at the Circuit Clerk's Office.

5.4. **Background Checks.** The Circuit Clerk reserves the right to conduct background checks of the Department's officers, employees or agents who would directly supervise the Agreement or physically perform the Agreement requirements at Circuit Clerk facilities to determine their suitability for performing this Agreement. If the Circuit Clerk finds such officer, employee or agent to be unsuitable, the Circuit Clerk reserves the right to require the Department to provide a suitable replacement immediately.

#### **ARTICLE VI - DEPARTMENT RIGHTS AND RESPONSIBILITIES**

6.1. **Payment to Circuit Clerk.** The Department shall pay the Circuit Clerk for the performance of all duties and obligations hereunder. Unless specifically provided herein, no payment shall be made by the Department for extra charges, supplies or expenses not included in **Exhibit 1**.

6.2. **Background Checks.** The Department reserves the right to conduct background checks of the Circuit Clerk's officers, employees or agents who would directly supervise the Agreement or physically perform the Agreement requirements at Department facilities to determine their suitability for performing this Agreement. If the Department finds such officer, employee or agent to be unsuitable, the Department reserves the right to require the Circuit Clerk to provide a suitable replacement immediately.

6.3. **Department's Duties.** The Department shall:

- A. Furnish the Circuit Clerk, in a time and manner mutually agreed between the Department and the Circuit Clerk, all appropriate information regarding IV-D child support payments received directly by the Department and the SDU, for posting by the Circuit Clerk to the Circuit Clerk's child support payment accounts. Such payments include those received from the Internal Revenue Service, State Comptroller, Department of Employment Security, and the IV-D agencies of states other than Illinois.
- B. Provide training to staff of the Circuit Clerk regarding the support term and payment entry functions and such other information regarding KIDS that is mutually agreed. Training shall include, without limitation, hardware operation, software utilization, management of information to be sent and received, and other technical assistance, all as mutually agreed by the parties.
- C. Monitor performance in conjunction with the Circuit Clerk, to ensure effective implementation of the provisions of this Agreement.
- D. Ensure that all computer security requirements of the Circuit Clerk are strictly followed.
- E. Continue to provide participant, case and financial data linkage between the SDU, Circuit Clerk and KIDS via SDU interface, including continuing to work toward real-time transmission of data.
- F. Respond to a written request for modification of hardware or software within thirty (30) business days after receipt of the Circuit Clerk's written request for modification.

6.4. **Joint Obligations.** The parties agree 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 Part 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 obligations in IV-D cases appearing in Title 89 Illinois Administrative Code, the Manual on Record keeping as provided by administrative order of the Supreme Court, and the Supreme Court Rules of Illinois.
- D. Title IV-D Action Transmittals issued by the Federal Office of Child Support Enforcement (OSCE). In the event the Circuit Clerk's duties increase as a result of directives from the OCSE, this Agreement and Exhibit 1 are subject to amendment pursuant to Article VIII, of this Agreement.

**ARTICLE VII - BILLING AND PAYMENT**

**7.1. Billing.**

- A. Monthly reimbursements payable to the Circuit Clerk are conditional upon the timely receipt of expenditure reports by the Department as described in this Section and in Section 3.1, and upon the availability of Federal and State funds.
- B. The Circuit Clerk will submit to the Department reports of actual expenditures ten (10) business days following the month of such expenditures. The Department will authorize payment to the Circuit Clerk within thirty (30) business days after receipt of complete, accurate and valid expenditure reports with appropriate documentation in order to facilitate payment to the Circuit Clerk within sixty (60) business days. Reports shall be mailed or faxed to:

Illinois Department of Public Aid  
 Division of Finance  
 Expenditure Processing and Reconciliation Unit  
 509 South Sixth Street, Fifth Floor  
 Springfield, Illinois 62701  
 Facsimile: (217) 785-1580

- C. The Circuit Clerk agrees to maintain and submit to the Department records, including but not limited to payroll records, purchase orders, leases, billings, adequate to identify total time expended each month by the Circuit Clerk staff and the purpose for which any non-personnel funds were expended under this

Agreement. For purposes of amounts reimbursable under this Section, only those expenses or portions thereof stated in **Exhibit 1** are reimbursable under this Agreement. For non-personnel items, the Circuit Clerk agrees to provide proofs of payment, in the form of canceled checks, vendor invoices (stating paid in full) or any other proof that payment has been made.

7.2. Payment.

- A. The parties agree that funding for the implementation of this Agreement shall be from both Federal and State funds obtained by and payable through the Department.
- B. The Department will arrange for Federal funding during the period covered by this Agreement, in accordance with existing Federal regulations, to reimburse the Circuit Clerk for direct and indirect costs, subject to Federal Financial Participation (FFP), incurred by the Circuit Clerk in performing the duties undertaken in this Agreement, estimated at **\$23,725.68**. Such Federally funded reimbursement shall be at the approved FFP percentage rate or rates in effect for the period covered by this Agreement. The initial payment(s) will be delayed until this Agreement is on file with the Illinois Office of the Comptroller.
- C. The Department will arrange for State funding, to reimburse the Circuit Clerk the balance of all actual costs claimed, estimated at **\$12,222.32**, subject to FFP, which remain unreimbursed under this Section.
- D. The Department agrees to arrange for funding, to reimburse the Circuit Clerk in performing the IV-D duties undertaken in implementing this Agreement. Such costs are denoted in the budget incorporated into this Agreement as **Exhibit 1**. The maximum amount payable under this Agreement shall not exceed **\$35,948.00**.
- E. All funds under the terms of this Agreement are to be used for the express purpose of Child Support Enforcement efforts.
- F. The parties will make final determination of the necessary costs incurred under this Agreement. Such costs, mutually agreed upon and subject to FFP, will be determined as of the close of business on the date of termination of this Agreement from expenditures submitted by the Circuit Clerk. The Department will reimburse the Circuit Clerk for any underpayment of such finally determined costs, and the Circuit Clerk will reimburse the Department for any overpayment under this Section, within sixty (60) business days after such determination.

- G. Payments made by the Department pursuant to this Section, shall constitute full payment owed to the Circuit Clerk by the Department under Federal or State law for the duties performed by the Circuit Clerk under this Agreement. The Circuit Clerk will not seek any additional payment from the Department for the performance of these duties.
- H. The Circuit Clerk will be solely responsible and liable for all expenditure disallowances resulting from an audit by the Federal Office of Child Support Enforcement or by the Department. The Circuit Clerk will reimburse the Department for the amount of any such disallowance; provided however, the Department shall be required to give the Circuit Clerk timely notice of any such disallowances and an opportunity to rebut any question of the Circuit Clerk's liability. The Circuit Clerk, however, shall not be held liable for any disallowances concerning expenditures the Circuit Clerk undertook at the request of, or with the written approval of, the Department.
- I. The Circuit Clerk agrees that all Title IV-D funds held by the Circuit Clerk (not including reimbursements for expenditures previously made by the Circuit Clerk) must be deposited in an interest-bearing bank account and any interest earned on this Title IV-D money must be identified and deducted from actual expenditures reported to the Department each month.
- J. All expenditure reports and revisions to expenditure reports for the period July 1, 2004, through June 30, 2005, must be received by the Department no later than August 10, 2005, in order to ensure payment under this Agreement. Failure by the Circuit Clerk to present such reports prior to the August 10, 2005, deadline may require the Circuit Clerk to seek payment for such expenditures through the Illinois Court of Claims and the General Assembly.
- K. The Circuit Clerk will be solely responsible and liable for all expenditures associated with providing security for Circuit Clerk Offices and premises and such expenses will not be paid from funds received through this Agreement.
- L. The Budget shown on **Exhibit 1** results from certain assumptions regarding the Circuit Clerk cost rates. Should actual rates vary from the assumptions, the Department and the Circuit Clerk may negotiate an amended budget.
- 7.3. **Retention of Payments.** In addition to pursuit of actual damages, or termination of this Agreement, if any failure of the Circuit Clerk to meet any requirement of this Agreement result in the withholding of Federal funds from the State, the Department will withhold and retain an equivalent amount from payment(s) to the Circuit Clerk until such Federal funds are released to the State, at which time the Department will release to the Circuit Clerk the equivalent withheld funds.

- 7.4. **Computational Error.** The Department reserves the right to correct any mathematical or computational error in payment subtotals or total contractual obligation. The Department will notify the Circuit Clerk of any such corrections.
- 7.5. **Travel.** Payment for travel expenses will be made by the Department under this Agreement subject to the rules promulgated by the Illinois Travel Control Council and approved by the Governor's Travel Control Board.

## **ARTICLE VIII - GENERAL TERMS**

- 8.1. **Agreement to Obey All Laws.** The Circuit Clerk shall at all times observe, comply with, and perform all obligations hereunder in accordance with, all laws, ordinances, codes and regulations of Federal, State, Circuit Clerk and local governmental agencies which in any manner affect the terms of this Agreement.
- 8.2. **Amendments.** This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties. No change, in addition to, or waiver of any term or condition of this Agreement shall be binding on the Department unless approved in writing by an authorized representative of the Department.
- 8.3. **Amendments Necessary for Statutory or Regulatory Compliance.** The Circuit Clerk shall, upon request by the Department and receipt of a proposed amendment to this Agreement, negotiate in good faith with the Department to amend the Agreement if and when required, in the opinion of the Department, to comply with Federal or State laws or regulations. If the parties are unable to agree upon an amendment within sixty (60) days, or such shorter time required by Federal or State law or regulation, the Department or the Circuit Clerk may terminate this Agreement.
- 8.4. **Assignment and Subcontracting.** Assignment, subcontracting, or transfer of all or part of the interests of the Circuit Clerk in the work covered by this Agreement is prohibited without prior written consent of the Department.
- A. In the event the Department gives consent to the Circuit Clerk to assign, subcontract or transfer all or part of the interests of the Circuit Clerk in the work covered by this Agreement, the terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as the Circuit Clerk is hereby bound and obligated.
- B. Any proposed assignee, subcontractor or transferee must meet the same requirements applicable to the Circuit Clerk, including, but not limited to, certifications and disclosures.

- C. Where the Circuit Clerk is providing professional services, and the Department has consented to the use of subcontractors, the Circuit Clerk shall list the names and addresses of all subcontractors in an addendum to this Agreement, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Agreement.
- D. After notice to the Circuit Clerk, the Department may transfer this Agreement or payment responsibility to another State agency, or assign this Agreement to a third party for financing purposes.

8.5. Equipment and Inventory.

A. Equipment.

1. In accordance with the provisions of 45 CFR 95.705, 44 Ill. Adm. Code 5010.660 (Illinois Department of Central Management Services rules) and other State and Federal laws and regulations, the Circuit Clerk shall transfer to the Department, upon request, all equipment purchased under the terms of this or any preceding Agreement between the parties, if this Agreement is terminated or if said equipment is no longer needed by the Circuit Clerk to perform its duties under this Agreement.
2. Where the Department has funded the purchase of an AS/400 or other data processing equipment ("equipment") and either the Department or the Circuit Clerk subsequently elects not to renew the Agreement or elect to exercise the options to terminate the Agreement within five years after the date the equipment was purchased, the Circuit Clerk may offer to purchase the equipment from the Department at the lesser of either the residual value or the depreciated value based on five years. In the event the Department and the Illinois Department of Central Management Services approve the sale of the equipment to the Circuit Clerk, documents shall be provided to the Circuit Clerk transferring ownership to the Circuit Clerk.

B. Inventory.

1. The Circuit Clerk shall review, verify, sign and note any discrepancies on inventory lists submitted by the Department of Electronic Data Processing (EDP) and Non-EDP equipment and for other equipment purchased with contract funds and all equipment purchased and received with contract funds during the period of this Agreement. The Circuit Clerk shall submit inventory reports no later than 30 calendar days after receipt to the Department as per instructions provided with these reports.

2. Upon agreement of the parties, the Department may conduct its own on-site inventory, whereby the Circuit Clerk agrees to cooperate.

#### 8.6. Audits and Records.

A. Right of Audit. This Agreement, and all books, records, and supporting documents related thereto, shall be available for review or audit by State and Federal officials, including the Department and its representatives, including, but not limited to, the Department of Public Aid Office of Inspector General, the Illinois State Police Medicaid Fraud Unit, Federal Auditors and the Illinois Auditor General, and the Circuit Clerk agrees to cooperate fully with any such review or audit. Upon reasonable notice, the Circuit Clerk shall provide during normal business hours, full and complete access to the relevant portions of the Circuit Clerk's books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to the Circuit Clerk, the Department shall adjust future or final payments otherwise due to the Circuit Clerk. If no payments are due and owing to the Circuit Clerk, or if the overpayment(s) exceed the amount otherwise due to the Circuit Clerk, the Circuit Clerk shall refund all amounts which may be due to the Department within thirty (30) days after the Department provides notice of the overpayment to the Circuit Clerk.

B. Retention of Records.

Generally. The Circuit Clerk shall maintain all business, professional, and other records in accordance with State law, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. The Circuit Clerk shall maintain, during the pendency of the Agreement and for a minimum of five (5) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement. If an audit, litigation, or other action involving the records is begun before the end of the five-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents required by this Article, **Article VII, Item 7.1 (C)**, shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.

C. The Circuit Clerk shall comply with the Federal Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) concerning single audits. Local Governments that expend

\$300,000 or more a year in Federal financial assistance must have an audit performed in accordance with the Federal OMB Circular A-133. Such audit report, if required, should be completed within nine (9) months following the end of the Circuit Clerk's fiscal year. The Circuit Clerk must submit one (1) copy of any required audit within thirty (30) business days after receipt after the auditor's report. A copy of the auditor's report is to be sent to:

Illinois Department of Public Aid  
Office of the State Purchasing Officer  
Attn: Thomas Meirink  
201 South Grand Avenue East, 2<sup>nd</sup> Floor  
Springfield, Illinois 62702

- D. Prior written approval from the Department's Agreement Manager must be secured by the Circuit Clerk in order to receive reimbursement for the following:
1. The cost of new or additional leases or rental agreements for either real or personal property.
  2. The cost of any furniture and equipment of at least \$100.00 in unit cost requires written approval from the Department, prior to purchase, which approval shall not be unreasonably withheld. The Department shall provide a written response within three (3) business days after receiving said request. All such purchases under the terms and funding of this Agreement will be inventoried and tagged as Department property. Should any claimed expenditures for Federal Financial Participation subsequently be disallowed the Circuit Clerk will reimburse the Department in the amount of any disallowance. If the Department has provided written approval and the claimed expenditure(s) is/are subsequently disallowed for Federal Financial Participation, the Department will absorb the disallowance. Any equipment purchased during the terms of that Agreement, if approved by the Department, having a unit acquisition cost of \$25,000 or less may be claimed in the period acquired. Equipment purchased and approved by the Department under the terms of this Agreement having a unit acquisition cost of more than \$25,000 shall be depreciated in equal amounts over a five-year period, at the discretion of the Department.
  3. The cost of any seminar fees, conference fees and travel outside of the Circuit Clerk's county, subject to State travel regulations as provided in Section 7.5.

8.7. **Choice of Law.** This Agreement shall be governed by and construed according to the laws and administrative rules of the State of Illinois. Any claim against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1) or, if jurisdiction is not accepted by that court, with the appropriate State or Federal court located in Sangamon County, Illinois or in Cook County, Illinois. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement.

8.8. **Confidentiality.**

A. **Proprietary Information.** Performance of the Agreement may require the Circuit Clerk to have access to and use of documents and data which may be confidential or considered proprietary to the State or to a State Contractor, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Agreement, would be adverse to the interest of the State or others. Any documents or data that either has been reasonably identified as confidential by the disclosing party or by its nature warrants confidential treatment obtained in connection with carrying out the services under this Agreement shall be kept confidential and not provided to any third party unless disclosure is approved in writing by the Department. Each party shall protect the confidentiality of information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement

B. **Confidentiality of Program Recipient Identification.** The Circuit Clerk shall ensure that all information, records, data, and data elements pertaining to applicants for and recipients of public assistance, or to providers, facilities, and associations, shall be protected from unauthorized disclosure by the Circuit Clerk and the Circuit Clerk's employees, by the Circuit Clerk's corporate affiliates and their employees, and by any subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12; 42 USC 654(26); 42 CFR Part 431, Subpart F; and 45 CFR Part 160 and 45 CFR Part 164, Subparts A and E.

8.9. **Disputes Between County and Other Parties.** Any dispute between the Circuit Clerk and any subcontractor or other party, shall be solely between such party or subcontractor and the Circuit Clerk, and the Department shall be held harmless by the Circuit Clerk.

8.10. **Employment Status.** The Circuit Clerk shall be an independent contractor for all purposes under this Agreement. Supplies provided and services performed pursuant to this Agreement are not rendered as an employee of the Department or of the State of Illinois and amounts paid pursuant to this Agreement do not constitute compensation



paid to an employee. Unless otherwise provided by law, the Circuit Clerk and the Circuit Clerk's principals, employees and subcontractors are not eligible for indemnity under the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) and are not entitled to any benefits provided to employees of the State under the Personnel Code and regulations or other laws of the State of Illinois. The Circuit Clerk shall be responsible for compliance with State and Federal income and Social Security tax requirements, to the extent applicable.

- 8.11. **Fraud and Abuse.** The Circuit Clerk shall report to the Department's Office of Inspector General (OIG) any suspected financial fraud and abuse in the Medical Assistance Program or Child Support Enforcement Program, or suspected misconduct of Department employees, as soon as the Circuit Clerk learns of the suspected fraud and abuse or misconduct. The Circuit Clerk shall not conduct any investigation of the suspected fraud and abuse or misconduct without being specifically directed to do so by the OIG. The Circuit Clerk shall cooperate with all investigations of suspected fraud and abuse or Department employee misconduct.
- 8.12. **Gifts.** The Circuit Clerk and the Circuit Clerk's principals, employees and subcontractors are prohibited from giving gifts to Department employees, and from giving gifts to, or accepting gifts from, any person who has a contemporaneous agreement with the Department involving duties or obligations related to this Agreement.
- 8.13. **Indemnification.**
- A. The Circuit Clerk assumes all risk of loss and shall indemnify and hold the State, its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for any and all injuries to persons (including death), and any or all loss of, damage to, or destruction of property (including property of the State), resulting from the negligent or intentional acts or omissions of the Circuit Clerk or any employee, agent, or representative of the Circuit Clerk or the Circuit Clerk's subcontractors. The Circuit Clerk shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction of, or damage to State property, and shall upon request and at the State's expense, furnish to the State all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.
  - B. Neither party shall be liable for incidental, special or consequential damages.
  - C. The Circuit Clerk further agrees to assume all risk of loss and to indemnify and

hold the Department and its officers, agents, and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, for the Circuit Clerk's failure to pay any subcontractor, either timely or at all, regardless of the reason.

- 8.14. **Media Relations and Public Information.** Subject to any disclosure obligations of the Department or the Circuit Clerk under applicable law, rule, or regulation, the parties will communicate with each other and discuss media inquiries, campaigns or initiatives involving matters subject to this Agreement. It is the intent of this provision that communication and discussion be prior to the dissemination of any public information, but where that cannot be reasonably accomplished, then the communication and discussion may be done within a reasonable time after the dissemination.
- 8.15. **Nondiscrimination.** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Part 504 of the Federal Rehabilitation Act, the Department does not unlawfully discriminate in employment, agreements, or any other activity. Circuit Clerk and Circuit Clerk's principals, employees and subcontractors shall abide by all Federal and State laws, regulations and orders which prohibit discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, or physical or mental disability, including but, not limited to, the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Federal Rehabilitation Act of 1973, the Illinois Human Rights Act, and Executive Orders 11246 and 11375. The Circuit Clerk further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.
- 8.16. **Non-solicitation of Employees.** The Circuit Clerk shall give notice to the Department's Ethics Officer, or such other person as the Department may designate, if the Circuit Clerk solicits or intends to solicit for employment any Department employee during any part of the term of this Agreement and for one (1) year after its termination or expiration. This notice shall be given in writing at the earliest possible time. The Circuit Clerk shall not employ any person or persons employed by the Department at any time during the term of this Agreement for any work required by the terms of this Agreement.
- 8.17. **Ownership of Work Product.** Any and all work product, including, but not limited to, reports, written documents, computer programs, electronic data bases, electronic data processing documentation and source materials collected, purchased, or developed specifically under this Agreement shall remain the exclusive property of the Department, except regarding court records as provided by law or Supreme Court rule. Subject to any disclosure obligations of the Circuit Clerk under applicable law, rule or regulation, there shall be no dissemination, publication or copyrighting of any work product or data

or of any writing based upon or prepared as a result of any work product or work performed specifically under this Agreement without prior written consent of the Department. The Circuit Clerk acknowledges that the Department is under no obligation to give consent and that the Department may, if it gives consent, subject that consent to such additional terms and conditions as the Department may require. With the written consent of the Department, the Circuit Clerk may retain copies of the work product for its own use, provided that all laws, rules and regulations pertaining to the maintenance of confidentiality are observed. The Department acknowledges that the Circuit Clerk may be developing INTEGRATED JUSTICE and other types of automation software that may be of benefit to the work to be performed under this Agreement but that those reports, written documents, computer programs, electronic data bases, electronic data processing documentation, source materials, work product, data or any writing based upon or prepared as a result of any work product or work performed are not being developed specifically under this Agreement and are not subject to the ownership of the Department.

8.18. Rules of Construction. Unless otherwise specified or the context otherwise requires:

- A. Provisions apply to successive events and transactions;
- B. "Or" is not exclusive;
- C. References to statutes and rules include subsequent amendments and successors thereto;
- D. The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof;
- E. If any payment or delivery hereunder shall be due on any day which is not a business day, such payment or delivery shall be made on the next succeeding business day;
- F. "Days" shall mean business days; "Business day" shall mean a weekday (Monday through Friday), between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time, excluding State holidays;
- G. Use of the male gender (e.g., "he," "him," "his") shall be construed to include the female gender (e.g., "she," "her"), and vice versa;
- H. Words in the plural which should be singular by context shall be so read, and vice versa; and

I. The Illinois Department of Public Aid (DPA) shall mean the Illinois Department of Public Aid or any successor agency or office charged with administering child support enforcement or medical assistance under the Illinois Public Aid Code (305 ILCS 5/1-1 *et seq.*).

8.19. **Severability.** In the event that any provision, term or condition of this Agreement is declared void, unenforceable, or against public policy, then said provision, terms or condition shall be construed as though it did not exist and shall not affect the remaining provisions terms, or conditions of this Agreement.

8.20. **Sexual Harassment.** The Circuit Clerk shall comply with the provisions of 775 ILCS 5/2-105.

8.21. **Survival of Obligations.** Those obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

8.22. **Federal Regulation Interpretation.** In the event that the Department and the Circuit Clerk have a dispute as to the meaning of a requirement solely included as a result of a Federal regulation applicable to or referred to in this Agreement, the Department will request an interpretation from the appropriate Federal agency or agencies and that interpretation if received, will be adopted by the Department and the Circuit Clerk.

#### **ARTICLE IX - CONTRACTOR CERTIFICATIONS**

By signing this Agreement, the Circuit Clerk makes the following certifications and warranties. This Agreement may be terminated immediately or upon notice by the Department in its sole discretion upon Circuit Clerk's failure to maintain these certifications and warranties.

9.1. **General Warranties of Circuit Clerk.** The Circuit Clerk certifies to the Department that:

- A. The services and deliverable products herein required to be performed or provided will be completed in a good, professional manner;
- B. The person executing this Agreement on behalf of the Circuit Clerk is duly authorized to execute the Agreement and bind the Circuit Clerk to all terms and conditions hereunder; and
- C. For a period of ninety (90) days after completion of all services and deliverable products provided for under this Agreement and any subsequent related Agreement, and acceptance of the same by the Department, any defects or problems found in the work performed or submitted by the Circuit Clerk will be

expeditiously corrected by the Circuit Clerk without additional charge to the Department.

D. Violation of any of these warranties by the Circuit Clerk shall subject this Agreement to automatic termination.

9.2. **Bribery.** The Circuit Clerk certifies that it is not barred from being awarded an Agreement or subcontract under Part 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5).

9.3. **Business Enterprise for Minorities, Females and Persons with Disabilities.** The Circuit Clerk is familiar with the provisions of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*, and has completed Attachment A.

9.4. **Conflict of Interest.** The Circuit Clerk certifies that it is not prohibited from contracting with the Department on any of the bases provided in Part 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13). The Circuit Clerk further certifies that it neither has nor shall acquire any interest, public or private, direct or indirect, which may conflict in any manner with its performance under this Agreement, and that it shall not employ any person having such an interest in connection with its performance under the Agreement. The Circuit Clerk shall be under a continuing obligation to disclose any conflicts to the Department, which shall, in its sole good faith discretion, determine whether such conflict is cause for the termination of the Agreement.

9.5. **Drug Free Workplace.** The Circuit Clerk is in compliance with the requirements of 30 ILCS 580, and has completed Attachment B.

9.6. **Child Support.** The Circuit Clerk shall ensure that its employees who provide services to the Department under this Agreement are in compliance with child support payments pursuant to a court or administrative order of this or any other State. The Circuit Clerk will not be considered out of compliance with the requirements of this Section if, upon request by the Department, the Circuit Clerk provides:

- A. Proof of payment of past due amounts in full;
- B. Proof that the alleged obligation of past due amounts is being contested through appropriate court or administrative proceedings and the Circuit Clerk provides proof of the pendency of such proceedings; or
- C. Proof of entry into payment arrangements acceptable to the appropriate State agency.

- 9.7. **Federal Taxpayer Identification Number and Legal Status Disclosure.** The Circuit Clerk has completed **Attachment C** and certifies, under penalties of perjury, that the information contained thereon is correct.
- 9.8. **New Hire Reporting and Electronic Funds Transfer of Child Support Payments.** The Circuit Clerk certifies that it shall comply with the requirements of 820 ILCS 405/1801.1 and 750 ILCS 28.35.
- 9.9. **Nonparticipation in International Boycott.** The Circuit Clerk certifies that it does not nor shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- 9.10. **Nonpayment of Dues or Fees.** The Circuit Clerk certifies that it pays neither dues nor fees on behalf of its employees or agents nor subsidizes or otherwise reimburses them for payment of dues or fees to any club which unlawfully discriminates, and that therefore the Circuit Clerk is not prohibited from selling goods or services to the State of Illinois under 775 ILCS 25/0.01 *et seq.*
- 9.11. **Nonsolicitation of Agreement.** The Circuit Clerk certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for the Circuit Clerk, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Circuit Clerk, any fee, commission, percentage, brokerage fee, gift or any other consideration 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 Circuit Clerk such commission, percentage, brokerage fee, gift or contingent fee.
- 9.12. **Prevailing Wages.** The Circuit Clerk shall comply with the Davis-Bacon Act, 40 USC 276a, and the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.*, as applicable.
- 9.13. **Revolving Door.** The Circuit Clerk is not in violation of section 50-30 of the Illinois Procurement Code, 30 ILCS 500/50-30.
- 9.14. **Year 2000 Compliance.** The Circuit Clerk, for itself and its subcontractors and agents, represents and warrants that all products delivered and services performed under this Agreement are "Year 2000 Compliant," and will and are designed to accurately receive, retrieve, process, provide and output date/time data from, in and between the twentieth and twenty-first centuries, and from, in and between the years 1999 and 2000. In the event of a breach of this Year 2000 warranty, Circuit Clerk shall, at its sole expense and

without interrupting ongoing business of the State, immediately take all necessary actions to cure the breach.

In Witness Whereof, the parties have hereby caused this Agreement to be executed on the dates shown below by their duly authorized representatives.

**MCLEAN COUNTY**

**DEPARTMENT OF PUBLIC AID**

By: \_\_\_\_\_  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Barry S. Maram, Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chief Judge

Date: \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

\_\_\_\_\_  
Date

**ATTEST:**

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

\_\_\_\_\_  
Date

State of Illinois  
Intergovernmental Agreement  
between  
Illinois Department of Public Aid  
and  
County of McLean, Office of the Circuit Court  
Agreement No. 2005-55-008-K

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 County of McLean, Office of the Circuit Court, hereinafter referred to as (County) in consideration of the mutual covenants contained herein, agree as follows:

WHEREAS, the Department administers the Child Support Enforcement Program under Title X of the Illinois Public Aid Code (305 ILCS 5/10-1 *et seq.*) and Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*) ("Child Support Enforcement"); and

WHEREAS, the Department seeks to obtain the services of the Expedited Child Support System to handle Title IV-D matters; and

WHEREAS, the County desires to provide these services under the terms and conditions of this Agreement;

Now, therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

#### ARTICLE I - DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

- 1.1. "Child Support Enforcement Program" means the program administered by the Department under Article X of the Illinois Public Aid Code 305 ILCS 5/10-1 *et seq.*
- 1.2. "HIPAA" means the Federal Health Insurance Portability and Accountability Act, Public Law 104-191.
- 1.3. The term "IV-D" refers to the Child Support Enforcement Program set forth in 89 Illinois Administrative Code 160.10 established in compliance with Title IV-D of the Social Security Act (42 U.S.C. 651, *et seq.*).
- 1.4. The term "IV-D matter" is defined as all administrative and judicial proceedings involving the establishment of parentage and the establishment, modification, enforcement and collection of all IV-D Child Support obligations on behalf of IV-D clients. This Agreement applies to IV-D matters only unless otherwise specifically provided.



- 1.5. The term "non IV-D" is defined as that which pertains to any support matter other than IV-D as defined in Sections 1.3 and 1.4.
- 1.6. The term "CFDA" is defined as Catalog of Federal Domestic Assistance. The Department's Division of Child Support Enforcement's CFDA Number is 93.563.

## ARTICLE II - TERM AND SCOPE

- 2.1. Term. The term of this Agreement shall be from July 1, 2004 through June 30, 2005, unless the Agreement is otherwise terminated as set forth herein.
- 2.2. Renewal. This Agreement may be renewed for additional periods. In no event shall the renewal terms and the initial term of the Agreement exceed three (3) years. At the time of renewal, if any, the rates to be paid County will be subject to negotiation. If the County desires to renew the Agreement, it shall submit to the Department, no later than ninety (90) days before the date of the termination of this Agreement, the County's Title IV-D Unit's proposed budget and a personnel plan, in the same format as Exhibit 1 attached hereto, and a complete operational plan outlining all activities to be performed by the County's IV-D Unit, in the same format as Appendix A attached hereto, for the intended renewal period
- 2.3. Entirety of Agreement. The terms and conditions of this Agreement along with applicable Department Administrative Rules and any documents expressly incorporated herein shall constitute the entire present agreement between the parties. This Agreement constitutes a total integration of all rights, benefits and obligations of the parties, and there exist no other agreements or understandings, oral or otherwise, that bind any of the parties regarding the subject matter of this Agreement. This Agreement supersedes and revokes any prior Agreement between the parties as to the subject matter of this Agreement.

## ARTICLE III - TERMINATION

- 3.1. Availability of Funds. Funding for the implementation of this Agreement consists of both Federal and State funds obtained by and payable through the Department. This Agreement is subject to the availability of Department appropriation or the availability of Federal funds for the purpose outlined in the Agreement. The Department's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois or Federal funding sources fails to make an appropriation sufficient to pay such obligation. The Department shall give the County notice of such termination for funding as soon as practicable after the Department becomes aware of the failure of funding. The County's obligation to perform shall cease upon notice by the Department of lack of appropriated funds.
- 3.2. Termination Without Cause. Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated at the option of the Department upon fifteen (15) days written notice to the County. If the Department elects to terminate, the County shall be entitled to payment for satisfactory services rendered under the Agreement up to the time of termination.

- 3.3. Termination For Cause. In the event of the County's failure to comply with a term of this Agreement, the Department will provide notice to the County of the breach. If such breach is not cured to the Department's satisfaction within thirty (30) days after such notice, or within such time as reasonably determined by the Department and specified in the notice, the Department may proceed to termination by serving a notice of termination upon the County, which shall immediately terminate this Agreement.
- 3.4. Notice of Change in Circumstances. In the event the County becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on County's ability to perform under this Agreement, the County will immediately notify the Department in writing.
- 3.5. Nonwaiver. Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 3.6. Inability to Perform. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.
- 3.7. Other Termination Rights. This Agreement may be terminated immediately or upon notice by the Department in its sole discretion in the event of the following:
- A. Failure of County to maintain the representations, warranties and certifications set forth in this Agreement.
  - B. Any case or proceeding is commenced by or against the County seeking a decree or order with respect to the other party under the United States Bankruptcy Code or any other applicable bankruptcy or other similar law, including, without limitation, laws governing liquidation and receivership, and such proceeding is not dismissed within ninety (90) days after its commencement.
  - C. Material misrepresentation or falsification of any information provided by the County in the course of dealings between the parties.
  - D. County takes any action to dissolve, merge, or liquidate.
  - E. Failure of the parties to negotiate an amendment necessary for statutory or regulatory compliance as provided in this Agreement.

#### ARTICLE IV - AGREEMENT MANAGEMENT AND NOTICES

- 4.1. Agreement Management. The Department shall designate an Agreement Manager who will facilitate communication between the County and various administrative units within the Department. All communications from the County to the Department pertaining to this Agreement are to be directed to the Agreement Manager at the address and telephone number set

forth herein. Nothing in this section shall be construed to prevent the Department's counsel from contacting the County or the County's counsel.

- 4.2. Notices. All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (i) delivered in person, obtaining a signature indicating successful delivery; (ii) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (iii) sent by certified mail, obtaining a signature indicating successful delivery; or (iv) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below. All telephonic communications between the parties shall be made to the telephone number(s) set forth below. Either party may at any time give notice in writing to the other party of a change of name, address, or telephone or telefacsimile number.

To County:                   The Honorable John P. Freese  
Chief Judge, Eleventh Judicial Circuit  
Law and Justice Center  
P.O. Box 2400  
Bloomington, Illinois 61702-2400  
Telephone: (309) 888-5222  
Fax: (309) 888-5602

For Remittance:           McLean County Treasurer  
Attn: IDPA Reimbursement  
P.O. Box 2400  
Bloomington, Illinois 61702-2400  
Telephone: (309) 888-5180  
Fax: (309) 888-5176

To Department:           Illinois Department of Public Aid  
Madeline Bernat, Manager  
Division of Child Support Enforcement  
Contract Monitoring  
32 West Randolph, 16<sup>th</sup> Floor  
Chicago, Illinois 60601  
Telephone: (312) 793-4448  
Fax: (312) 793-0878

## ARTICLE V - COUNTY'S RIGHTS AND RESPONSIBILITIES

### 5.1. Performance of Services and Duties.

- A. The County shall perform all services and other duties as set forth in this Agreement in accordance with, and subject to, applicable Administrative Rules and Departmental policies including rules and regulations which may be issued or promulgated from time to time during the term of this Agreement. The County shall be provided copies of such upon the County's written request.

- B. The County shall ensure that its employees who provide services under this Agreement are skilled in the profession for which they will be employed. In the event that the Department determines that any individual performing services for the County hereunder is not providing such skilled services, the Department shall promptly so notify the County and the County shall replace that individual.

5.2. Consultation and Performance Reviews.

- A. The County shall consult with and keep the Department fully informed as to the progress of all matters covered by this Agreement.
- B. The Department may conduct a post performance review of the County's performance under the Agreement. The County shall cooperate with the Department in this review, which may require the County to provide records of the County's performance, including expense information.

5.3. The County's Duties. The County shall:

- A. Accept for adjudication all IV-D matters referred to it by the Department and the McLean County State's Attorney's Office, and perform and comply with the duties set forth in Appendix A, which is attached hereto and made a part hereof.
- B. Provide initial and ongoing training to newly assigned and existing County staff necessary to carry out the responsibilities of this Agreement, including, but not limited to, training with regard to IV-D policy and procedure, the Family Support Information System, coding of action dispositions for data entry, statutory provisions and case decisions relating to child support and other matters agreed upon by the parties. The County shall provide the Department with a current copy of all training packets and modules.
- C. Maintain and provide to the Department a copy of the County's policy and procedure manual, if any, covering all IV-D activities and functions. Updates, corrections or changes affecting IV-D procedures shall be submitted to the Department not less than five (5) calendar days prior to inclusion in the policy and procedure manual or effective date, whichever is earlier.
- D. Submit monthly reports of actual expenditures within ten (10) working days following the month of such expenditures.
- E. Submit to the Department in a timely manner any other reports required by the Department, the format, content and due date of which shall be as specified by the Department after consultation with the County.
- F. Submit to the Federal Office of Child Support, in a timely manner, any report required by the Federal Office of Child Support Enforcement and submit a copy of any such report to the Department within five (5) calendar days after submission to the Federal Office of Child Support.

- G. Report to the Department, within five (5) calendar days after receipt, any information obtained which may be relevant to the eligibility of a Title IV-D client for Public Assistance or for IV-D services.
- H. Use all reasonable diligence in performing the duties undertaken in this Agreement.
- I. Ensure that the duties described herein are performed by the administrative staff funded by the Department pursuant to this Agreement.
- J. Perform all duties undertaken in this Agreement in accordance with all applicable Federal and State laws, rules, regulations, policy and procedures including, but not limited to, the following:
  - 1. Title IV-D of the Social Security Act, 42 U.S.C. Section 651 *et seq.*
  - 2. Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 of the Code of Federal Regulations.
  - 3. Department rules pertaining to the establishment, modification and enforcement of child support and medical support obligations in IV-D cases, appearing in Title 89 of the Illinois Administrative Code.
  - 4. The Department's Child Support Enforcement Manual.
  - 5. Title IV-D Action Transmittals which are issued by the Federal Office of Child Support Enforcement.
  - 6. Department letters and memoranda prescribing or interpreting IV-D policy and procedures.

#### ARTICLE VI - DEPARTMENT'S RIGHTS AND RESPONSIBILITIES

- 6.1. Reimbursement to the County. The Department shall reimburse the County for the County's performance of all duties and obligations hereunder. Unless specifically provided herein, no payment shall be made by the Department for extra charges, supplies or expenses.
- 6.2. Background Checks. The Department reserves the right to conduct background checks of the County's officers, employees or agents who would directly supervise the Agreement or physically perform the Agreement requirements at Department facilities to determine their suitability for performing this Agreement. If the Department finds such officer, employee or agent to be unsuitable, the Department reserves the right to require the County to provide a suitable replacement immediately.
- 6.3. Departments' Duties. The Department shall:
  - A. Refer, or cause to be referred, IV-D matters to the County.

- B. Inform the County of changes and amendments to Federal and State laws, regulations, policy and procedures affecting the handling of IV-D cases by the County, within five (5) days after receiving said changes and amendments.
- C. Provide access to IV-D case records of the Department for use by the County in performing its duties under this Agreement.
- D. Inform the County, within time periods required by Federal regulations or Department policy, of any change in the status or composition of a IV-D case which would affect handling of the case by the county.
- E. Monitor, on a monthly basis, the county's performance of and compliance with the duties undertaken in this Agreement.
- F. Provide training to Department or the county staff on specific issues of mutual concern.
- G. Furnish, at the request of the county, available assistance, information and documents needed by the County in order to verify payments, amount of collections or reduction of claims.
- H. Perform and comply with the duties set forth in Appendix A, attached hereto and made a part hereof.

6.4. **Joint Obligations.** The parties agree 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 Part 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 obligations in IV-D cases appearing in Title 89 Illinois Administrative Code, the Manual on Record keeping as provided by administrative order of the Supreme Court, and the Supreme Court Rules of Illinois.
- D. Title IV-D Action Transmittals issued by the Federal Office of Child Support Enforcement (OSCE). In the event the County's duties increase as a result of directives from the OCSE, this Agreement and Exhibit 1 are subject to amendment pursuant to Article VII, Part 2., of this Agreement.

## ARTICLE VII - BILLING AND PAYMENT

7.1. **Billing.** Monthly reimbursements are subject to availability of funds pursuant to Section 3.1 and conditioned on the following requirements.

- A. All reports required by Section 5.4 are received by the Department within the time period set forth in that section.
- B. All funds under the terms of this Intergovernmental Agreement are to be used for the express purpose of IV-D matters.
- C. All record keeping shall be in accordance with sound accounting standards.
- D. The amount shown on each invoice shall be in accordance with the rates established in the Agreement.
- E. Each expenditure report shall contain a statement which reads substantially as follows: "The County hereby certifies that the supplies provided and services performed and expenses incurred as stated in the attached expenditure report have met all of the required standards set forth in the Agreement."
- F. Each expenditure report shall be signed by an authorized representative of the County and shall set out the County's taxpayer identification number (TIN).

7.2. Reimbursement. The Department will arrange for funding to reimburse the expenditures of the County in performing the IV-D duties undertaken in implementing this Agreement. Only those expenses or portions thereof stated in the Exhibit 1 are reimbursable under this Agreement subject to the following:

- A. The Department shall not be liable to pay the County for any supplies provided or services performed or expenses incurred prior to the term of this Agreement.
- B. Reimbursement will be made in the amount expended to date of expenditure report, less previous partial payments and any agreed retainage.
- C. The parties will make final determination of the necessary expenditures the County has incurred as a result of this Agreement. Such expenditures, mutually agreed upon and subject to Federal Financial Participation (FFP), shall be determined as of the close of business on the date of termination of this Agreement from expenditure reports submitted by the County. The Department will reimburse the County for any underpayment of such finally determined expenditures pursuant to Section 8.6, and the County shall reimburse the Department for any overpayment pursuant to Section 8.6, within sixty (60) calendar days after such determination.
- D. Reimbursements made by the Department pursuant to this section shall constitute full payment owed to the County by the Department or the IV-D client under Federal or State law for the duties performed by the County under this Agreement. The County shall not seek any additional payment from the Department or the IV-D client for the performance of these duties.
- E. The County shall be solely responsible and liable for all expenditure disallowance resulting from the County's actions as set forth in any audit by the federal Office of Child

Support Enforcement or by the Department. The County shall reimburse the Department for the amount of any such disallowance; provided however, the Department will be required to give the County timely notice of any such disallowances and an opportunity to rebut any question of the County's liability. The County, however, will not be held liable for any disallowance concerning expenditures the County undertook at the written request of, or with the written approval of, the Department.

- F. All Title IV-D funds held by the County (not including reimbursements for expenditures made pursuant to this agreement previously made by the County) shall be deposited in an interest-bearing bank account and any interest earned on this Title IV-D money shall be identified and deducted from actual expenditures reported to the Department each month.
  - G. If the Department determines that this Agreement is a grant, then the terms of the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*) shall apply.
- 7.3. Retention of Payments. In addition to pursuit of actual damages, or termination of this Agreement, if any failure of the County to meet any requirement of this Agreement result in the withholding of Federal funds from the State, the Department will withhold and retain an equivalent amount from payment(s) to the County until such Federal funds are released to the State, at which time the Department will release to the County the equivalent withheld funds.
- 7.4. Computational Error. The Department reserves the right to correct any mathematical or computational error in payment subtotals or total contractual obligation. The Department will notify the County of any such corrections.
- 7.5. Maximum Amount of Payment. The maximum amount of the Department's obligation under this Agreement is \$33,400.00.
- 7.6. Travel. The Department shall not reimburse the County for any travel expenses under this Agreement.
- 7.7. State Fiscal Year.
- A. Notwithstanding any other provision of this Contract, all invoices for supplies ordered or services performed and expenses incurred by Contractor prior to July 1 of each year must be presented to the Department no later than August 10 of each year in order to ensure payment under this Contract. Failure by Contractor to present such invoices prior to August 10 may require Contractor to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly.
  - B. All payments shall be made to conform to State fiscal year requirements regardless of what might or might not be stated elsewhere in this Contract or any order placed pursuant to the Contract. Contracts that extend beyond the end of the State's fiscal year (July 1 - June 30), or the payments thereon, may have to be prorated to ensure funds of the appropriate fiscal year are utilized for payment.



- C. It is recognized by the parties that payments at the beginning of the State's fiscal year (July and August payments) are often delayed because of the appropriation process. Such delayed payments shall not be considered late for any purpose nor shall they constitute a breach.

## ARTICLE VIII - GENERAL TERMS

- 8.1. Agreement to Obey All Laws. The County shall at all times observe, comply with, and perform all obligations hereunder in accordance with, all laws, ordinances, codes and regulations of Federal, State, County and local governmental agencies which in any manner affect the terms of this Agreement.
- 8.2. Amendments. This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties. No change, in addition to, or waiver of any term or condition of this Agreement shall be binding on the Department unless approved in writing by an authorized representative of the Department.
- 8.3. Amendments Necessary for Statutory or Regulatory Compliance. County shall, upon request by the Department and receipt of a proposed amendment to this Agreement, negotiate in good faith with the Department to amend the Agreement if and when required, in the opinion of the Department, to comply with Federal or State laws or regulations. If the parties are unable to agree upon an amendment within sixty (60) days, or such shorter time required by Federal or State law or regulation, the Department may terminate this Agreement.
- 8.4. Assignment and Subcontracting. Assignment, subcontracting, or transfer of all or part of the interests of County in the work covered by this Agreement is prohibited without prior written consent of the Department.
  - A. In the event the Department gives consent to County to assign, subcontract or transfer all or part of the interests of County in the work covered by this Agreement, the terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as County is hereby bound and obligated.
  - B. Any proposed assignee, subcontractor or transferee must meet the same requirements applicable to County, including, but not limited to, certifications and disclosures.
  - C. Where County is providing professional services, and the Department has consented to the use of subcontractors, County shall list the names and addresses of all subcontractors in an addendum to this Agreement, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Agreement.
  - D. After notice to County, the Department may transfer this Agreement or payment responsibility to another State agency, or assign this Agreement to a third party for financing purposes.
- 8.5. Equipment.

- A. In accordance with the provisions of 45 CFR 95.705, 44 Ill. Adm. Code 5010.660 (Illinois Department of Central Management Services rules) and other State and Federal laws and regulations, the County shall transfer to the Department, upon request, all equipment purchased under the terms of this or any preceding Agreement between the parties, if this Agreement is terminated or if said equipment is no longer needed by the County to perform its duties under this Agreement.
- B. If the Department has funded the purchase of an AS/400 or other data processing equipment ("equipment") and either the Department or the County subsequently elects not to renew the Title IV-D Intergovernmental Agreement or elect to exercise the options to terminate the Agreement within five years after the date the equipment was purchased, the County may offer to purchase the equipment from the Department at the lesser of either the residual value or the depreciated value based on five years. In the event the Department and the Illinois Department of Central Management Services approve the sale of the equipment to the County, documents shall be provided to the County transferring ownership to the County.

8.6. Audits and Records.

- A. Right of Audit. This Agreement, and all books, records, and supporting documents related thereto, shall be available for review or audit by the Department, the Office of Inspector General for the Department, the United States Department of Health and Human Services, the Illinois Auditor General and other State and Federal agencies with monitoring authority related to the subject matter of this Agreement ("Authorized Persons"), and the County agrees to cooperate fully with any such review or audit. Upon reasonable notice by any Authorized Person, the County shall provide, in Illinois, or any other location designated by the Authorized Person, during normal business hours, full and complete access to the relevant portions of the County's books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to the County, the Department shall adjust future or final payments otherwise due the County. If no payments are due and owing the County, or if the overpayments(s) exceed the amount otherwise due the County, the County shall immediately refund all amounts which may be due to the Department.
- B. Retention of Records. The County shall maintain all business, professional, and other records in accordance with State law 45 CFR Part 74, 45 CFR Part 160 and 45 CFR Part 164 subparts A and E, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. The County shall maintain such books and records for a period of six (6) years from the later of the date of final payment under the Agreement or completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. If an audit, litigation, or other action involving the records is begun before the end of the six-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents required by this Article shall establish a presumption in favor of the Department for the recovery of any funds paid by the

Department under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.

- C. The County shall comply with the Federal Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Government and Non-Profit Organizations) concerning single audits. Local Governments that expend \$300,000 or more a year in Federal financial assistance must have an audit performed in accordance with the Federal OMB Circular A-133. Such audit report, if required, should be completed within nine (9) months following the end of the County's fiscal year. The County must submit one (1) copy of any required audit within thirty (30) business days after receipt of the auditor's report. The auditor's report is to be sent to:

Brian Bond  
Illinois Department of Public Aid  
Office of the State Purchasing Office  
201 South Grand Avenue East, Second Floor  
Springfield, Illinois 62702

Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the Department arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1) or, if jurisdiction is not accepted by that court, with the appropriate State or Federal court located in Sangamon County, Illinois. The State shall not enter into binding arbitration to resolve any Agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement.

8.8. Confidentiality.

- A. Proprietary Information. Performance of the Agreement may require the County to have access to and use of documents and data which may be confidential or considered proprietary to the State or to a State County, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Agreement, would be adverse to the interest of the State or others. Any documents or data obtained by the County from the Department in connection with carrying out the services under this Agreement shall be kept confidential and not provided to any third party unless disclosure is approved in writing by the Department. Each party shall protect the confidentiality of information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that either has been reasonably identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for the purpose of this Agreement and shall not disclose it to anyone except those of its employees who need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement that is received from a third party free to disclose it that is independently developed by the receiving party, or that is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon request.

- B. Confidentiality of Program Recipient Identification. County shall ensure that all information, records, data, and data elements pertaining to applicants for and recipients of public assistance, or to providers, facilities, and associations, shall be protected from unauthorized disclosure by County, County's employees, and subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12; 42 USC 654(26); 42 CFR Part 431, Subpart F; and 45 CFR Part 160 and 45 CFR Part 164, Subparts A and E. To the extent that County, in the course of performing the Agreement, serves as a business associate of the Department, as "business associate" is defined in the HIPAA Privacy Rule (45 CFR 160.103), County shall assist the Department in responding to the client as provided in the HIPAA Privacy Rule, and shall maintain for a period of six (6) years any records relevant to a client's eligibility for services under the Department's medical programs.
- 8.9 Disputes Between County and Other Parties. Any dispute between County and any subcontractor or other party, shall be solely between such party or subcontractor and County, and the Department shall be held harmless by County.
- 8.10. Fraud and Abuse. The County shall report to the Department's Office of Inspector General (OIG) any suspected financial fraud and abuse in the Child Support Enforcement Program, or suspected misconduct of Department employees, as soon as the County learns of the suspected fraud and abuse or misconduct. The County shall not conduct any investigation of the suspected fraud and abuse or misconduct without being specifically directed to do so by the OIG. The County shall cooperate with all investigations of suspected fraud and abuse or Department employee misconduct.
- 8.11. Gifts. The County and the County's principals, employees and subcontractors are prohibited from giving gifts to Department employees, and from giving gifts to, or accepting gifts from, any person who has a contemporaneous Agreement with the Department involving duties or obligations related to this Agreement.
- 8.12. Indemnification.
- A. The County assumes all risk of loss and shall indemnify and hold the State, its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for any and all injuries to persons (including death), and any or all loss of, damage to, or destruction of property (including property of the State), resulting from the negligent or intentional acts or omissions of the County or any employee, agent, or representative of the County or the County's subcontractors. The County shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction of, or damage to State property, and shall upon request and at the State's expense, furnish to the State all reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.
- B. Neither party shall be liable for incidental, special or consequential damages.

- C. The County further agrees to assume all risk of loss and to indemnify and hold the Department and its officers, agents, and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, for the County's failure to pay any subcontractor, either timely or at all, regardless of the reason.
- 8.13. Media Relations and Public Information. Subject to any disclosure obligations of the County under applicable law, rule, or regulation, news releases pertaining to this Agreement or the services or project to which it relates shall only be made with prior approval by, and in coordination with, the Department. The County shall not disseminate any publication, presentation, technical paper, or other information related to the County's duties and obligations under this Agreement unless such dissemination has been previously approved in writing by the Department.
- 8.14. Purchase of Equipment and Maintenance Assurance.
- A. The County shall not purchase equipment with funds received under this Agreement without having obtained the Department's prior approval. For purposes of this Article, "equipment" shall include any product, tangible and non-tangible, used solely in the County's performance under this Agreement and having a useful life of two years or more and an acquisition cost of at least \$100. The County acknowledges that the Department is under no obligation to give consent and that the Department may, if it gives consent, subject that consent to such additional terms and conditions as the Department may require. The County acknowledges that any equipment purchased under this provision is and shall remain the property of the Department.
- B. The Department reserves the right to maintain any equipment purchased under this Agreement using Department personnel or third party maintainers.
- 8.15. Nondiscrimination. In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Department does not unlawfully discriminate in employment, Agreements, or any other activity. The County and the County's principals, employees and subcontractors shall abide by all Federal and State laws, regulations and orders which prohibit discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, or physical or mental disability, including but, not limited to, the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Federal Rehabilitation Act of 1973, the Illinois Human Rights Act, and Executive Orders 11246 and 11375. The County further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.
- 8.16. Non-solicitation of Employees. The County shall give notice to the Department's Ethics Officer, or such other person as the Department may designate, if the County solicits or intends to solicit for employment any Department employee during any part of the term of this Agreement and for one (1) year after its termination or expiration. This notice shall be given in writing at the earliest possible time. The County shall not employ any person or persons employed by the Department

at any time during the term of this Agreement for any work required by the terms of this Agreement.

8.17. **Rules of Construction.** Unless the context otherwise requires or unless otherwise specified, the following rules of construction apply to this Agreement:

- A. Provisions apply to successive events and transactions;
- B. "Or" is not exclusive;
- C. References to statutes and rules include subsequent amendments and successors thereto;
- D. The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof;
- E. If any payment or delivery hereunder shall be due on any day which is not a business day, such payment or delivery shall be made on the next succeeding business day;
- F. "Days" shall mean calendar days; "business day" shall mean a weekday (Monday through Friday), excluding State holidays, between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time;
- G. Use of the male gender (e.g., "he", "him," "his") shall be construed to include the female gender (e.g., "she", "her"), and vice versa; and
- H. Words in the plural which should be singular by context shall be so read, and vice versa.
- I. References to "the Illinois Department of Public Aid (IDPA)" shall include any successor agency or office charged with administering child support enforcement under the Illinois Public Aid Code (305 ILCS 5/1-1 *et seq.*)

**Severability.** In the event that any provision, term or condition of this Agreement is declared void, unenforceable, or against public policy, then said provision, term or condition shall be construed as though it did not exist and shall not affect the remaining provisions, terms, or conditions of this Agreement, and this Agreement shall be interpreted as far as possible to give effect to the parties' intent.

**Sexual Harassment.** The County shall have written sexual harassment policies which shall comply with the requirements of 775 ILCS 5/2-105.

**Survival of Obligations.** Those obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

## ICLE IX - COUNTY CERTIFICATIONS.

igning this Agreement, the County makes the following certifications and warranties. This Agreement may be terminated immediately or upon notice by the Department in its sole discretion upon the County's failure to maintain these certifications and warranties.

9.1. General Warranties of County.

- A. The services and deliverables products herein required to be performed or provided will be completed in a good and professional manner.
- B. The person executing this Agreement on behalf of the County is duly authorized to execute the Agreement and bind the county to all terms and conditions hereunder.
- C. For a period of ninety (90) days after completion of all services and deliverable products provided for under this Agreement and any subsequent related Agreement, and acceptance of the same by the Department, any defects or problems found in the work performed or submitted by the County will be expeditiously corrected by the County without additional charge to the Department.
- D. Violation of any of these warranties by the County shall subject this Agreement to automatic termination.

9.2. Bribery. The County is not barred from being awarded an Agreement or subcontract under Section 50-5 of the Illinois Procurement Code, 30 ILCS 500/1-1 *et seq.*

9.3. Business Enterprise for Minorities, Females and Persons with Disabilities. The County is familiar with the provisions of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*, and has completed Attachment A.

9.4. Conflict of Interest. The County is not prohibited from contracting with the Department on any of the bases provided in 30 ILCS 500/50-13. The County and the County's principals, employees and subcontractors neither have nor shall acquire any interest, public or private, direct or indirect, which may conflict in any manner with performance under this Agreement, and the County shall not employ any person having such an interest in connection with the County's performance under the Agreement. The County shall be under a continuing obligation to disclose any conflicts to the Department, which shall, in its sole good faith discretion, determine whether such conflict is cause for the non-execution or termination of the Agreement.

9.5. Drug Free Workplace. County is in compliance with the requirements of 30 ILCS 580, and has completed Attachment B.

9.6. Child Support. County shall ensure that its employees who provide services to the Department under this Agreement are in compliance with child support payments pursuant to a court or administrative order of this or any other State. County will not be considered out of compliance with the requirements of this Section if, upon request by the Department, County provides:

- A. Proof of payment of past due amounts in full;

- B. Proof that the alleged obligation of past due amounts is being contested through appropriate court or administrative proceedings and County provides proof of the pendency of such proceedings; or
- C. Proof of entry into payment arrangements acceptable to the appropriate State agency.

**Federal Taxpayer Identification Number and Legal Status Disclosure.** County has completed Attachment C and certifies, under penalties of perjury, that the information contained thereon is correct.

**Licenses and Certificates.** The County and the County's principals, employees, and subcontractors possess all certificates or licenses, including professional, necessary to perform the duties and obligations under this Agreement; any certificates or licenses are currently in good standing with the certifying or licensing entity or entities; any certificates or licenses will continue to be maintained in good standing. The County may meet the license requirement through use of a subcontractor; provided however, County's use of a subcontractor in that circumstance does not relieve the County of any obligations under the Agreement.

**New Hire Reporting and Electronic Funds Transfer of Child Support Payments.** The County certifies that it shall comply with the requirements of 820 ILCS 405/1801.1 and 750 ILCS 28.35.

**Nonparticipation in International Boycott.** Neither the County nor any affiliated entity is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

**Nonpayment of Dues or Fees.** The County neither pays dues or fees on behalf of the County's employees or agents nor subsidizes or otherwise reimburses them for payment of dues or fees to any club which unlawfully discriminates and, therefore, the County is not prohibited from selling goods or services to the State of Illinois under 775 ILCS 25/0.01 *et seq.*

**Nonsolicitation of Agreement.** The County has not employed or retained any company or person, other than a bona fide employee working solely for the County, to solicit or secure this Agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the County, any fee, commission, percentage, brokerage fee, gifts or any other consideration 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 County such commission, percentage, brokerage fee, gift or contingent fee.

**Prevailing Wage.** The County shall comply with the Davis-Bacon Act, 40 USC 276a, and the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, *et seq.*, as applicable.

**Revolving Door.** The County is not in violation of section 50-30 of the Illinois Procurement Code, 30 ILCS 500/50-30.

**Year 2000 Compliance.** The County, for itself and its subcontractors and agents, represents and warrants that all products delivered and services performed under this Agreement are "Year 2000 Compliant," and will and are designed to accurately receive, retrieve, process, provide and output date/time data

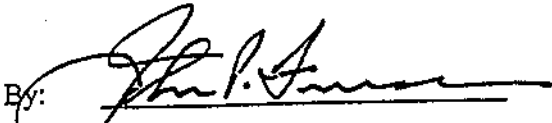


from, in and between the twentieth and twenty-first centuries, and from, in and between the years 1999 and 2000. In the event of a breach of this Year 2000 warranty, the County shall, at its sole expense and without interrupting ongoing business of the State, immediately take all necessary actions to cure the breach.

IN WITNESS WHEREOF, the Department and the County have caused this Agreement to be executed on the dates shown below by representatives authorized to bind the respective parties.

County of McLean  
Office of the Circuit Court

Illinois Department of Public Aid

By:   
Title: Chief Judge

By: Barry S. Maram  
Title: Director

Date: June 29, 2004

Date:

APPROVED:

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

Appendix A  
CHIEF JUDGE'S PLAN FOR EXPEDITED  
CHILD SUPPORT SYSTEM MCLEAN COUNTY, ILLINOIS

1. Under the McLean County Expedited Child Support System, parentage and child support matters will be expedited in three ways:
  - a. All parentage and child support matters will be heard in one location by one part-time Administrative Hearing Officer and three judges assigned full-time to daily calls. Although the judges are assigned full-time to daily calls, they will be assigned only part-time to IV-D matters as described below. This staffing will allow the Administrative Hearing Officer to schedule short continuances, where necessary, of no more than one or two weeks.
  - b. In analyzing the caseload demands of the IV-D Program in the development of this plan, it is anticipated that the full complement of Administrative Hearing Officers, Judges and IV-D staff will be able to handle 100% more cases under the Expedited Child Support Program System than under the current court system.
  - c. In all cases in which the alleged father contests parentage, DNA sampling will be conducted immediately following the first appearance before the Administrative Hearing Officer. It is the experience of the courts, in this jurisdiction as well as many other jurisdictions throughout the State of Illinois, that many alleged fathers admit parentage if the DNA test results do not exclude them as the fathers. Therefore, it is expected that immediate DNA testing will expedite the resolution of a large percentage of parentage cases, which accounts for a significant caseload in the IV-D Program.
    - I. In cases in which the court has previously acquired jurisdiction over the responding party, the vast proportion of the child support cases, the hearing before the Administrative Hearing Officer will be held not less than 21 days and no more than 35 days of the filing of the action.
    - ii. In cases in which the court has not previously acquired jurisdiction over the responding party, most of the parentage cases, the hearing will be held not less than 21 days or more than 45 days of the service of summons.
    - iii. The hearing may be continued by the Administrative Hearing Officer for good cause shown, although the Administrative Hearing Officer will be encouraged to grant short continuances.
2. The Child Support Enforcement Amendments Act of 1984 (45 CFR Sec. 303.101(b)(2)).
  - a. Required states to adopt expedited processes in order to remain eligible for Federal reimbursement and incentive funds. To meet the standard of expeditiousness under the federal amendments, a jurisdiction must complete:
    - I. 90% of its child support cases within 90 days;

- ii. 98% of its child support cases within 180 days;
  - iii. 100% of its child support cases within one year.
- b. As described above, the McLean County Expedited Child Support System will be able to meet this standard.
  - c. The program will be monitored by IDPA. Statistics and management reports will be prepared by IDPA and given to the Chief Judge every quarter.
  - d. The statistics and management reports will document the following:
    - i. The number of matters referred to the Administrative Hearing Officer;
    - ii. The number of matters submitted to the court by the Administrative Hearing Officer with recommendations for a court order;
    - iii. The number of recommended orders entered by the court;
    - iv. The number of recommended orders rejected by the court;
    - v. The number of matters transferred to or returned to the Administrative Hearing Officer from the court;
    - vi. The number of matters submitted by the Administrative Hearing Officer to the court for hearings;
    - vii. The average time frame for final dispositions of all cases heard;
    - viii. Then number of continuances and the average time frame or final disposition of all cases continued;
    - ix. The number of all IV-D matters pending and disposed of in the Expedited Child Support System;
    - x. The dollar value of all support orders entered by the courts; and
    - xi. The number of Notices of Withholding prepared by the program.
- 3. The McLean County Expedited Child Support System will be initiated by IDPA and will be made available to participants in the IV-D Program, only.
  - 4. All actions listed as eligible actions and eligible pre-judgment proceedings in Supreme Court Rule 100.3(a) and 100.3(b) shall be brought before the Administrative Hearing Officer in the McLean County Expedited Child Support System.

5. The Administrative Hearing Officer will possess, at a minimum, the following qualifications:
  - a. A license, in good standing, to practice law in the State of Illinois.
  - b. Four (4) years experience; and
  - c. Substantial experience in domestic relations matters.
6. All expenses relating to the salary of the Hearing Officer will be reimbursed by IDPA pursuant to Exhibit 1 attached. IDPA's obligation hereunder is to be specifically defined by this Intergovernmental Agreement with the Circuit Court of McLean County and the budget incorporated therein.
7. Personnel policies shall be those of McLean County. The Administrative Hearing Officer will be part-time, under contract as an independent contractor and subject to the Supreme Court rules and conditions of the McLean County Expedited Child Support System as set forth herein. The Administrative Hearing Officer shall be regarded as a sub-contractor for purposes of the Intergovernmental Agreement between IDPA and the Circuit Court of McLean County.
8. The McLean County Expedited Child Support System will be located in or near the Law and Justice Center, Bloomington, Illinois. Rooms of appropriate size will be provided. Hearings before the Administrative Hearing Officer will be conducted at the McLean County Law and Justice center.
9. The McLean County Expedited Support Center will operate, and a Hearing Officer will be present, two and one-half (2 ½) days per month from 8:30 a.m. to 12:00 p.m. and from 1:30 p.m. to 4:30 p.m. Additionally, the Hearing Officer will have three (3) office days per month from 8:30 a.m. to 4:30 p.m. These hours may change depending on demand and availability of staff members.
10. The Administrative Hearing Officer will be trained by personnel approved by the Chief Judge's Office. The training curriculum will include, but not be limited to:
  - a. Statutes and court rules related to parentage and child support;
  - b. Operation and policies of the McLean County Expedited Child Support System;
  - c. Conduct of hearings, completion of recommended orders and transfer of cases to and from the court;
  - d. Negotiation skills and techniques;
  - e. Control and handling of difficult cases;
  - f. Procedures of the IV-D Program, including, but not limited to, Federal and State rules and regulations.
  - g. Operation and use of the County and State computer systems;

- h. Analysis and understanding of DNA tests in parentage cases; and
  - i. Relationship with judicial staff, IV-D staff, parties and their counsel.
11. The Expedited Child Support System will use the following procedure for preparation of recommended orders and court orders;
- a. The Administrative Hearing Officer will prepare recommended orders on specific forms that will include case identifying information for each case;
  - b. The recommended order will be formatted to provide easy-to-understand case findings and recommendations and terms;
  - c. The recommended order will be written by the Administrative Hearing Officer and will be prepared in quadruplicate;
  - d. The recommended order will be signed by the Administrative Hearing Officer and by the parties, if they agree with the recommended order;
  - e. Copies will be provided to the parties and to the parties' counsel with the original being filed with the County.
  - f. In the event the parties do not agree, the recommended order will provide a date and time for a contested hearing not less than seven (7) days and not more than 28 days from the date the recommended order is issued;
  - g. All matters to be transferred to a judge shall be on court-approved order and forms;
  - h. Computerized court orders will be prepared by employees of the Expedited Child Support System from Administrative Hearing Officer recommended orders; selected from among a full menu of court orders to be entered on computer or customized orders requested by the Administrative Hearing Officer or the court;
  - i. All recommended court orders will be routed to the court for review and final disposition, as the court deems appropriate; and
  - j. Court orders entered by the court will be mailed to the parties and counsel and filed in the court file by administrative staff. Accordingly, the following documentation and forms will be prepared prior to the commencement of the Expedited Child support system, in addition to any forms that may be required by the Supreme Court:
    - i. Recommended order forms to be completed by the Administrative Hearing Officer;
    - ii. A full menu of court forms already in use, to be reviewed by the court and IV-D staff, and entered into the computer, in addition to specific court forms that may be required by the Administrative Hearing Officer or the court;

- iii. Management reporting forms, as described in number 2, above;
  - iv. Routing forms to monitor and track the movement of cases between the Administrative Hearing Officer, the court processing centers and the County's office.
12. The Judge may reject part or all of the findings or recommended orders of the Administrative Hearing Officer and transfer the matter to the Administrative Hearing Officer for further hearing.
  13. All cases will be filed and docketed before a specific judge, then assigned to the Administrative Hearing Officer, for hearing. Cases that appear on a docket sheet will be routed to the Administrative Hearing Officer, to administrative staff for preparation of the proposed court order and then back to the appropriate judge who is responsible for disposing of each case on the call.
  14. Upon approval by the court, cases will be checked off the County's docket sheet until all cases have been disposed of on the court's docket. The County, or his or her deputy, will file stamp all orders, make the necessary copies and then remove all orders from that day for post-court processing within the County's Office.
  15. In accordance with the Expedited Child Support Rules entered by the Supreme Court on April 1, 1992, the following matters are further provided for in this plan:
    - a. Rule 100.4(3) - The Administrative Hearing Officer may recommend that the judge issue a notice requiring the obligor to appear before the Administrative Hearing Officer or before the court;
    - b. Rule 100.6(a) - The McLean County State's Attorney may assign a hearing date before an Administrative Hearing Officer.
    - c. Rule 100.6(b) - The McLean County State's Attorney shall serve notice of the action and the hearing date on respondent; and
    - d. Rule 100.9(a) - Any domestic relations matter other than the establishment of parentage, establishment of support, modification of support, child support enforcement and medical support issues, including but not limited to, petitions for visitation, custody, distribution of property, petitions pursuant to Section 513 of the Illinois Marriage and Dissolution of Marriage Act and Spousal Support modifications shall be filed in the McLean County Circuit Court, Family Division.
  16. The 11<sup>th</sup> Judicial Circuit Court shall submit quarterly expenditure and case management reports to the Supreme Court through the Administrative Office of the Illinois Courts.

EXHIBIT 1  
 CIRCUIT COURT OF McLEAN COUNTY  
 EXPEDITED CHILD SUPPORT  
 July 1, 2004 THROUGH June 30, 2005

DIRECT COSTS	FY05 Budget
Personnel Services	
Salaries	\$33,000.00
Fringe Benefits	0.00
SUBTOTAL	\$33,000.00
 Non-Personnel Services	
Telephone	\$ 400.00
Copies	0.00
Postage	0.00
Equipment	0.00
Office Supplies	0.00
Training	0.00
SUBTOTAL	\$ 400.00
PERSONNEL SERVICES SUBTOTAL:	\$33,000.00
NON-PERSONNEL SERVICES SUBTOTAL:	400.00
TOTAL DIRECT COSTS:	\$33,400.00
GRAND TOTAL:	\$33,400.00

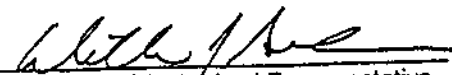
Attachment A  
STATE OF ILLINOIS DRUG-FREE WORKPLACE CERTIFICATION

The County certifies that he/she/it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Agreement.

CHECK THE BOX THAT APPLIES:

- This county does not have twenty-five (25) or more employees.
- This county has twenty-five (25) or more employees, and the County certifies and agrees that it will provide a drug free workplace by:
- A) Publishing a statement:
- 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or County's workplace.
  - 2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - 3) Notifying the employees that, as a condition of employment on such Agreement, the employee will:
    - a) abide by the terms of the statement; and
    - b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- B) Establishing a drug free awareness program to inform employees about:
- 1) the dangers of drug abuse in the workplace;
  - 2) the County's policy of maintaining a drug free workplace;
  - 3) any available drug counseling, rehabilitation, and employee assistance programs; and
  - 4) the penalties that may be imposed upon an employee for drug violations.
- C) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the Agreement or grant and to post the statement in a prominent place in the workplace.
- D) Notifying the Agreeementing or granting agency within ten (10) days after receiving notice under part (B) or paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- E) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act, 1992 Illinois Compiled Statute, 30 ILCS 580/5.
- F) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- G) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, 1992 Illinois Compiled Statute, 30 ILCS 580/1 et seq.

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

  
Signature of Authorized Representative

William J. Scanlon/Trial Court Admin.  
Printed Name and Title

2005-55-008-K  
Requisition/Agreement/Grant ID Number

June 28, 2004  
Date



Attachment A  
BEP Contracting Goal

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (30 ILCS 575/1) establishes a goal that not less than 12% of the total dollar amount of State contracts be awarded to businesses owned and controlled by persons who are minority, female or who have disabilities (the percentages are 5%/5%/2% respectively) and have been certified as such ("BEPs"). This goal can be met by contracts let directly to such businesses by the State, or indirectly by the State's contractor ordering goods or services from BEPs when suppliers or subcontractors are needed to fulfill the contract. Call the Business Enterprise Program at 312/814-4190 (Voice & TDD), 800/356-9206 (Toll Free), or 800/526-0844 (Illinois Relay Center for Hearing Impaired) for a list of certified businesses appropriate for the particular contract.

1. If you are a BEP, please identify which agency certified the business and in what capacity by checking the applicable blanks:

Certifying Agency:

- Department of Central Management Services  
 Women's Business Development Center  
 Chicago Minority Business Development Council  
 Illinois Department of Transportation  
 Other (identify) \_\_\_\_\_

Capacity:

- Minority  
 Female  
 \_\_\_\_\_ Disadvantaged  
 Person with Disability

2. If the "Capacity" blank is not checked, do you have a written policy or goal regarding contracting with BEPs? Yes \_\_\_\_\_ No \_\_\_\_\_  
a. If "yes", please attach a copy.  
b. If "no", will you make a commitment to contact BEPs and consider their proposals?  
Yes \_\_\_\_\_ No \_\_\_\_\_
3. Do you plan on ordering supplies or services in furtherance of this project from BEPs?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
a. If "yes", please identify what you plan to order, the estimated value as a percentage of your total proposal, and the names of the BEPs you plan to use.

This information is submitted on behalf of Contractor.

By: William J. Scanlon

Name/Title: William J. Scanlon / Trial Court Administrator

Date: June 28, 2004

TRIAL COURT ADMINISTRATOR  
ELEVENTH JUDICIAL CIRCUIT


William J. Scanlon  
Trial Court Administrator  
Law & Justice Center RM 305  
104 W. Front Street  
Bloomington, IL 61701  
(309) 888-5288  
(309) 888-5602 FAX



COUNTIES  
Ford  
Livingston  
Logan  
McLean  
Woodford

July 21, 2004

TO: McLean County Justice Committee

FROM: William J. Scanlon 

RE: Intergovernmental Agreement Between the Illinois Department of Public Aid (IDPA) and the McLean County Circuit Court

Attached is the proposed agreement between the IDPA and the Court for FY 2005 (July 1, 2004 – June 30, 2005). This agreement mirrors the agreements signed in FY 2003 and FY 2004.

Under the agreement, the Court employs a part-time hearing officer who manages the Title IV-D Child Support cases. The budget for the position is \$33,400.00. There is no financial obligation for the County for this position; the IDPA provides 100% of the funding. If the agreement is terminated, or the IDPA does not provide funding for the position, the County is under no obligation for the position.

I will be present at the August Justice Committee meeting to answer any questions you may have regarding this matter.

Members Renner/Ahart moved the County Board approve Requests for Approval of State of Illinois Intergovernmental Agreement between Illinois Department of Public Aid and McLean County, Clerk of the Circuit Court Agreement No. 2005-55-007 – Title IV-D Child Support Enforcement – Circuit Clerk's Office and State of Illinois Intergovernmental Agreement between Illinois Department of Public Aid (IDPA) and the McLean County Circuit Court Agreement No. 2005-55-008-K – Title IV-D Child Support Enforcement Program – Circuit Court. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

**LAND USE AND DEVELOPMENT COMMITTEE:**  
Member Segobiano, Vice-Chairman, presented the following:

**REGIONAL PLANNING SERVICE AGREEMENT**

This agreement is entered into as of this 1st day of July, 2004, by and between the McLean County Regional Planning Commission (hereinafter referred to as the "Commission") and the County of McLean (hereinafter referred to as the "County").

The parties do mutually agree as follows:

**A. Period of Agreement**

This agreement shall remain in full force and effect through June 30, 2005.

**B. Long Range Planning Services**

The "Commission" shall maintain a permanent professional planning staff capable of performing, or causing to be performed, a long range planning work program including visionary planning and the following activities:

1. Prepare and maintain current base maps for public use.
2. Prepare and maintain statistical data and other information in order to assist public agencies in their development decisions.
3. Attendance at meetings of county, municipal, civic clubs or other groups interested in planning and development.
4. Prepare or coordinate the preparation of applications for Federal or State projects provided that no special studies or analysis need to be made.
5. Prepare or coordinate the preparation of reports which are an integral part of the McLean County Transportation Study; including the Unified Work Program (UWP); the preliminary and final long range transportation plan; and the Transportation Improvement Program (TIP) including plan and program implementation technical assistance.
6. Assist the County in the periodic updating of plans, laws, and ordinances which have a direct relationship to planning and development, including zoning ordinances and subdivision regulations.
7. Assist all governmental departments concerning matters of long range planning and development.
8. Coordinate with the County's short range planner in matters pertaining to the process of developing Plans for the County.

**C. Staff**

The "Commission" shall employ a Director of the "Commission" and other employees which are necessary and authorized by the budget. It is agreed by all parties that the "County" short range planner will be available to assist the Commission staff to accomplish the activities specified in "B" above.


D. Financing


The County of McLean will cause to be placed in the accounts of the "Commission" the sum of \$19,951.50 for the period July 1, 2004 through December 31, 2004. Upon approval of the Fiscal Year 2005 Adopted Budget by the McLean County Board, the County will remit to the Commission the balance of \$19,165.50 for the period January 1, 2005 through June 30, 2005.

  
Chairman, McLean County Board

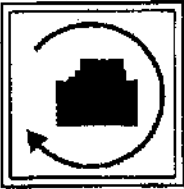
  
County Clerk, McLean County

8/17/04  
Date

  
Chairman  
McLean County Regional Planning  
Commission

  
Executive Director  
McLean County Regional Planning  
Commission

7/14/04  
Date



## MCLEAN COUNTY REGIONAL PLANNING COMMISSION

211 WEST JEFFERSON STREET • BLOOMINGTON, ILLINOIS 61701 • PHONE: 309-828-4331 • FAX: 309-827-4773 • [WWW.MCPLAN.ORG](http://WWW.MCPLAN.ORG)

July 1, 2004

Mr. John Zeunik, County Administrator  
McLean County Law & Justice Center  
104 West Front Street  
Bloomington, IL 61701

Re: Regional Planning Service Agreement

Dear John:

Enclosed please find two (2) copies of the Regional Planning Service Agreement for the fiscal year July 1, 2004 through June 30, 2005. After the agreements have been signed, please return one copy of the agreement. An invoice for the appropriate amount is also enclosed.

Please call if you have any questions. Thank you.

Sincerely,

Paul E. Russell, AICP  
Executive Director

PER:tlc

Members Segobiano/Cavallini moved the County Board approve a Request for Approval of a Regional Planning Service Agreement with the Regional Planning Commission for Fiscal Year July 1, 2004 through June 30, 2005 – Building and Zoning Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Sharon A. McGinnis, Chairman • Don Fernandes, Vice Chairman • Bernard Anderson • Bill Bartley • Chris Brauer  
Richard Buchanan • Jane Enblom • John Hanson • Scott Lay • William Mullins, Jr. • Jim Rutherford

Member Segobiano, Vice-Chairman, presented the following:

INTERGOVERNMENTAL AGREEMENT BETWEEN  
McLEAN COUNTY AND THE TOWN OF NORMAL  
FOR THE FRANKLIN HEIGHTS SUBDIVISION

WHEREAS, the Town of Normal is a municipal corporation and pursuant to Article VII, Section 10, of the Illinois Constitution is permitted to enter into Intergovernmental Agreements to obtain or share services with the County; and

WHEREAS, McLean County is a body politic and pursuant to Article VII, Section 10, of the Illinois Constitution is permitted to enter into Intergovernmental Agreements to obtain or share services with the Town; and

WHEREAS, Frank Koe, has acquired an approved Preliminary Plan from McLean County and the Town of Normal for property lying within one and one half miles of the city limits of Normal, known as the Franklin Heights Subdivision, and

WHEREAS, the Town of Normal and McLean County deem it to be in the best interests of the citizens of all of McLean County to enter into an Intergovernmental Agreement which sets forth the cooperative efforts and understandings that can be provided by the Town of Normal and the County to supervise and inspect the development of FRANKLIN HEIGHTS Subdivision; now, therefore

IT IS HEREBY AGREED AS FOLLOWS:

1. McLean County agrees to accept a Subdivision Bond in the amount required by the McLean County Subdivision Ordinance for the proposed public improvements in FRANKLIN HEIGHTS Subdivision.
2. McLean County shall hold the Subdivision bond until such time as FRANKLIN HEIGHTS is accepted or until such time as it is annexed by the Town of Normal.
3. McLean County shall also collect an inspection fee of two percent (2%) of the cost of said public improvements.
4. McLean County agrees to tender said inspection fee to the Town of Normal upon receipt of the fee or upon execution of this agreement whichever occurs later.
5. The Town of Normal, shall perform all necessary inspections related to the construction of the public improvements of the Franklin Heights Subdivision.
6. The Town of Normal shall apply standards of inspection and construction as typically required within the Town of Normal town limits.

The Town and the County hereto agree that the foregoing constitutes all of the Agreement and in witness whereof, the parties have affixed their respective signatures and certifications on the dates indicated below.

For the Town of Normal:

For McLean County:

\_\_\_\_\_  
Christopher Koos, Mayor  
Town of Normal

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

ATTEST:

\_\_\_\_\_  
Wendellyn J. Briggs, Town Clerk  
Town of Normal, Illinois

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

Y: //hug/documents/Franklin heights IGA

Members Segobiano/O'Connor moved the County Board approve a Request for Approval of an Intergovernmental Agreement with the Town of Normal to have the Town of Normal inspect construction of infrastructure for the Franklin Heights Subdivision and for the Town of Normal to receive inspection fees collected by McLean County for this use – Building and Zoning Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Segobiano stated the following: the General Report can be found on pages 138-145.

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

An Ordinance of the McLean County Board  
Amending the 2004 Combined  
Appropriation and Budget Ordinance for Fund 0105

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

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2004 appropriation in Fund 0105 Preventive Health, 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 0410-0035 Unclassified Revenue in Fund 0105, Department 0061, Program 0067, by \$1,000 from \$0 to \$1,000.
2. That the County Auditor is requested to create appropriations in the following line item accounts in Fund 0105, Department 0061, Program 0067, Preventive Health Program as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE	NEW AMOUNT
0612-0003	Educational Supplies	\$ 16,559	\$ 400	\$ 16,959
0706-0001	Contract Services	\$ 0	\$ 600	\$ 600
TOTALS:		\$ 16,559	\$ 1,000	\$ 17,559

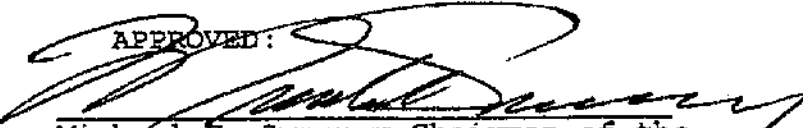
3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

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

F:\adm\budg\04diabetes



Budget Amendment Narrative  
Grant Fund 0105  
Diabetes Education for the Hispanic Population

On July 8, 2004, the Illinois Prairie Community Foundation notified the department that it was awarded a one time grant of \$1,775 to provide health education for the Hispanic clients of the Community Health Care Clinic who have been diagnosed with diabetes. The grant covers the period July 1, 2004 through June 30, 2005. During the first half of the grant year ending December 31, 2004 this grant will be used to purchase educational materials for clients informing them of care and treatment techniques for individuals diagnosed with diabetes. Approximately \$600 will be utilized to pay stipends to the University of Illinois Cooperative Extension Office for the work of two University of Illinois Graduate Students assisting in the grant project. Additionally, expenses include travel for two individuals from the University of Illinois Extension office who are members of the Health Departments IPLAN Subcommittee that will oversee the grant program.

Members Sorensen/Selzer moved the County Board approve a Request for Approval of an Ordinance of the McLean County Board Amending the Fiscal Year 2004 Combined Appropriation and Budget Ordinance for Fund 0105 – Diabetes Education for the Hispanic Population – Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

An ORDINANCE of the McLEAN COUNTY BOARD  
APPROVING and ADOPTING the  
McLEAN COUNTY PERSONNEL POLICIES AND PROCEDURES ORDINANCE  
CHAPTER 10 of the McLEAN COUNTY REVISED CODE

WHEREAS, the McLean County Board recognizes that a personnel system, which recruits and retains competent, dependable County personnel, is indispensable to an efficient County government; and,

WHEREAS, the McLean County Board recognizes that a codified Personnel Policies and Procedures Ordinance provides a basis for defining the objectives of the personnel program, assigns responsibility for carrying out the principles and practices of the personnel program, and provides recognized authority, consistent with applicable laws and County ordinances; and,

WHEREAS, the McLean County Board has assigned to the County Administrator the responsibility for maintaining the County's personnel system and for reviewing and updating the Personnel Policies and Procedures Ordinance; and,

WHEREAS, pursuant to the authority and responsibility assigned to the County Administrator by the County Board, the County Administrator's Office recently completed an extensive review of the Personnel Policies and Procedures Ordinance; and,

WHEREAS, the County Administrator's Office has incorporated in the revised Personnel Policies and Procedures Ordinance all previous actions of the County Board and all applicable federal and state laws; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, August 3, 2004, reviewed and recommended approval of the revised Personnel Policies and Procedures Ordinance; now, therefore,

BE IT ORDAINED by the McLean County Board, now meeting in regular session, as follows:


- (1) The McLean County Board hereby approves and adopts the McLean County Personnel Policies and Procedures Ordinance, Chapter 10 of the McLean County Revised Code.
- (2) The McLean County Board hereby directs the County Clerk to forward a certified copy of this Ordinance to the County Administrator, the County Treasurer, the County Auditor and the First Civil Assistant State's Attorney.


(2)

ADOPTED by the McLean County Board this 17<sup>th</sup> day of August, 2004.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

## 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
- 10.103-2 Employee

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, 37.5 or 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 37.5 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) their regular rate of pay for all hours worked beyond forty 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 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 37-1/2 hours per week (1,950 hours per year), or 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 Procedures - Transfers and Promotions are complied with.

#### 10.20-3 RECRUITMENT, EVALUATION AND CERTIFICATION:

- A) All applicants for employment will complete the County employment application. Within 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.
- 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 months of employment (or the first year of employment with the Sheriff's Department) and the first three 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 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 Article 6 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.

10.20-11 TEMPORARY ASSIGNMENT: Current employees may be temporarily assigned to a vacant position outside their class, in accordance with 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 maybe 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 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 37-1/2 hours per week, or 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 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 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 10.56 Overtime Payment.

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 10.56. 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.
- B) Overtime work shall be authorized in advance by the Department Head or work supervisor.
- C) To determine eligibility for overtime compensation, any absence with pay, shall not be considered as time worked.

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 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 10.56.
- 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 I. Application for vacation leave shall be in accordance with departmental policy. The following table shows the annual accrual of vacation days for eligible employees:

<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**

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 I.

**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 1.5 times the annual accumulation rate (normal hours worked biweekly times 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 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 1.5 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 MAY 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 twenty (720) hours. Employees of the County Nursing Home previously allowed a maximum of seven hundred sixty (760) hours, shall now conform to the seven hundred twenty (720) hours maximum. However, employees of the County Highway Department may accumulate a maximum of nine hundred 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

TOPS

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 (1<sup>st</sup>) 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 10.33-2 (A).
- 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 will be excluded when computing overtime for the workweek in which it was taken.

**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 percent (20%) 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 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 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 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 12 weeks of family and/or medical leave during any 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 12 work weeks 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 12 months period for the individual employee, not on a calendar basis.
- D) Intermittent leave up to 12 weeks, per 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 24-hour per day, 365 days per year basis. This program replaces the paid leave provisions for these employees which generally

cover holiday leave, vacation leave, personal leave, and sick leave.

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 120 hours of Regular TOPS must be taken each year after the first 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 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 10.34-3 e. and 10.34-6.

- 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 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 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 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 of the following options:

- A) To be paid Regular TOPS hours at the appropriate "sell back" rate down to a minimum of 40 hours; and convert Reserve Hours earned plus 40 Regular TOPS hours to sick time; or
- B) To convert Regular TOPS hours to vacation hours at a maximum of 1½ 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 40 hours; and convert Reserve Hours earned plus 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.

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 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 digit class codes. They are classified under nine 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.

D) 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 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 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 to four 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 to six 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 weeks.
- B) All merit increases require an average evaluation score consistent with the merit step chart detailed in 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 37.5 hour workweek and a 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 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 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 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 12 steps.
    - b) Education Credit- A professional employee may receive a maximum of an additional 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 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 5% 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 5% 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 10%, 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 12 months, this would result in a loss greater than the percentage differential between the two 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 900 hours of actual work hours (including benefit time) since the last merit increase (or 450 hours when the first merit increase is six 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-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 1/2% (one-half 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 10.52-3.

COMPENSATION SCHEDULE: EMPLOYEES RANGE 13 AND HIGHER

Evaluation Score	Employee's Current Step	Employee's # Current Steps	Employee's Current Step	Employee's # Current Steps	Employee's Current Step	Employee's # Current Steps	Employee's Current Step	Employee's # Current 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 # Current Steps	Employee's Current Step	Employee's # Current Steps	Employee's Current Step	Employee's # Current Steps	Employee's Current Step	Employee's # Current 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 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 percent (0.5%) 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 calendar year period shall, for the next calendar year, be limited to the following maximum number of merit steps for each employee: 1/2 (one-half) 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 1.5 times their regular hourly rate for all hours actually worked beyond 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 1.5 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 1.5 times their regular hourly rate, or compensatory time at the 1.5 rate, for all hours worked over 40 in a workweek, with all paid hours counted toward the 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 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 24-hours-per-day basis, which often requires that a replacement be provided for any absence. These employees shall receive 1.5 times their regular hourly rate, or compensatory time at the 1.5 rate, for all hours worked over 40 in a workweek, with only those hours actually worked counted toward the 40 hour requirement.

10.55-4 EMPLOYEES ELIGIBLE FOR STRAIGHT-TIME OVERTIME: Although hours worked below 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 37.5 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 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 hour of overtime at the 1.5 rate shall be reported as 1.5 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 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 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-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.

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 pay grades higher, or, in the following circumstances, at least two 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 50% 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 pay grade higher than their normal job class shall receive no additional compensation. An employee who receives a temporary upgrade of two pay grades higher shall receive a 5% increase to their normal pay. An employee who receives a temporary upgrade of three or more pay grades shall receive a 10% increase to their normal pay.

#### 10.57 PAYROLL INFORMATION

10.57-1 PAYROLL PERIODS: Pay periods shall be no less than two per month. Paychecks will be issued within seven 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.

##### 10.60-1 DEFINITIONS:

- A) Promotion is a change of an employee from a position of one 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, 10.53. 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.

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.

### 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 days has passed will require proof of insurability.

10.70-3 Eligibility Date - Any eligible employee may enroll on the first (1<sup>st</sup>) 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 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 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 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 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 10.79-5 (B).
- 2) **Overnight Travel:** An applicable individual as defined in 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 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 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 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 10.79-5 (B) (1) (a).
- 2) Alcoholic beverages are excluded from reimbursement.

3) Meal tips shall be limited to 20% 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 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 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 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 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 60 days of initiation of travel for local or in-state travel or 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 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 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 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 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:

- 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.

- 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.

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 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 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 12 workweeks of such leave during any 12-month period and are entitled to take leave upon at least 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.

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 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.

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.

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 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 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 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, 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.

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 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.

# McLean County

# Employee Handbook

August 1, 2004

# MCLEAN COUNTY EMPLOYEE HANDBOOK

## TABLE OF CONTENTS

	<u>Page</u>
Contract Disclaimer .....	1
Employment At Will Relationship .....	1
Purpose.....	2
Specific Scope of Coverage.....	2
Merit Principles.....	2
Classifications of Employment.....	2
Hours of Work .....	3
Working at Home.....	4
Rest and Meal Periods .....	4
Payroll Periods .....	4
Evaluation Period.....	4
Overtime .....	5
Holiday Regulations.....	6
Vacation .....	6
Sick Leave.....	8
Military Leave.....	9

Bereavement Leave..... 9

Personal Leave..... 9

Disability Leave..... 10

Extended Leave of Absence..... 10

Family and Medical Leave..... 10

Insurance..... 11

Illinois Municipal Retirement Fund (IMRF) ..... 11

Glasener Beach ..... 11

Credit Union and Christmas Club..... 12

Transfer and Promotion ..... 12

Demotion..... 12

Performance Evaluations ..... 13

Change of Name, Address, Marital or Family Status ..... 13

General Rules on Conduct ..... 13

Discipline Procedure..... 14

Smoking..... 15

Drug and Alcohol Free Workplace..... 15

Workplace Violence Policy ..... 16

Victim’s Economic Security and Safety Act (VESSA)..... 17

Illegal Harassment ..... 18

Employee Assistance Program (EAP) ..... 19

Outside Employment ..... 19

Restriction of Political Activities..... 19

Use of County Property and Facilities..... 19

Electronic Mail and Global Communications Facilities..... 20

Conflict of Interest..... 21

Jury Duty and Court Appearances..... 22

County Departments..... 22

Emergency Procedures..... 22

County Travel and Business Expense Reimburse Policy..... 22

Employee Parking..... 22



## 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 Sheriff's 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, 37.5 or 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 37.5 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 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 37-1/2 hours per week (1,950 hours per year), or 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 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 per month. Paychecks will be issued within seven calendar days of the close of the reporting period.

#### EVALUATION PERIOD:

The first six months of employment (or the first year of employment with the Sheriff's Department) and the first three 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 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.

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 1.5 rate shall be reported as 1.5 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:

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

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 1.5 times the annual accumulation rate (normal hours worked biweekly times 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 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 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 will 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 (1<sup>st</sup>) 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 percent (20%) 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. ( 5ILCS 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 12 weeks of family and/or medical leave during any 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 12 months period for the individual employee, not on a calendar basis. Intermittent leave up to 12 weeks, per 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 (1<sup>st</sup>) day of employment. An employee who waives participation at the first (1<sup>st</sup>) 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 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 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. 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.

### 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;

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.

#### 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 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 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 12 workweeks of such leave during any 12-month period and are entitled to take leave upon at least 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 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.

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 hours per day, seven 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 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.

### 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.

### 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.

### 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.

Members Sorensen/Kalapp moved the County Board approve a Request for Approval of an Ordinance Approving and Adopting McLean County Personnel Policies and Procedures Ordinance – Chapter 10 of the McLean County Revised Code - County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

NATIONAL ASSOCIATION OF COUNTIES  
DEFERRED COMPENSATION PROGRAM

THE DEFERRED COMPENSATION PLAN FOR PUBLIC EMPLOYEES  
LOANS TO PARTICIPANTS AMENDMENT TO PLAN DOCUMENT.

WHEREAS, PLAN SPONSOR executed the above referenced Plan Document, as amended; and

WHEREAS, effective 8/17/04, PLAN SPONSOR now desires to further amend the plan document.

The following Section 8.06 is hereby added:

8.06 Loans to PARTICIPANTS

- (a) PLAN SPONSOR has elected to make loans available to PARTICIPANTS and has delegated certain administrative duties regarding loans from the PLAN to the ADMINISTRATOR.
- (b) Any loan by the PLAN to a PARTICIPANT under this Section shall be subject to the loan administrative procedures established by the ADMINISTRATOR as well as the following requirements:
  - (i) Loan Eligibility. Any PARTICIPANT may apply for loan under the PLAN. A PARTICIPANT who has defaulted on a previous loan from the PLAN shall not be eligible for another loan from the PLAN until all defaulted loans are repaid in full, including accrued interest and fees.
  - (ii) Loan Application and Loan Agreement. A PARTICIPANT must complete and return to ADMINISTRATOR a loan application. A non-refundable application fee established by ADMINISTRATOR will be deducted from the PARTICIPANT'S ACCOUNT(s) at the time of loan origination. Before a loan is issued, the PARTICIPANT must enter into a legally enforceable loan agreement as provided for by the ADMINISTRATOR.
  - (iii) Loan Repayment. The PARTICIPANT receiving a loan shall be required to furnish to ADMINISTRATOR any information and authorization necessary to effectuate repayment of the loan prior to the commencement of a loan. In the event that a payment cannot be processed because of lack of sufficient funds, the ADMINISTRATOR shall assess an insufficient funds charge, which will be deducted from the PARTICIPANT'S ACCOUNT(s).

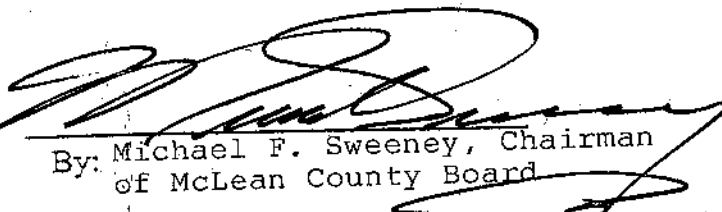
- (iv) **Loan Term and Interest Rate.** The maximum term over which a loan may be repaid is five (5) years (fifteen (15) years if the PLAN SPONSOR permits loans for the purchase of a PARTICIPANT'S principal residence). Each loan shall be amortized in substantially equal payments consisting of principal and interest during the term of the loan, except that the amount of the final payment may be higher or lower. The ADMINISTRATOR shall establish the interest rate for any loan.
- (v) **Loan Frequency.** Each Participant may have only one (1) PLAN loan outstanding at any given time. A PLAN loan which is in default, even if the defaulted loan was treated as a "deemed distribution" under federal regulations, shall be treated as an outstanding loan until such PARTICIPANT'S account balance is offset by the amount of principal and accrued interest under the loan. A PARTICIPANT will be granted a loan no more frequently than two (2) times in any twelve (12) month period.
- (vi) **Default.** The PARTICIPANT must pay the full amount of each loan payment (principal and interest) on the date that it is due. Failure to make such a payment by the due date, or within any cure period established by the ADMINISTRATOR, shall cause the PARTICIPANT to be in default for the entire amount of the loan, including any accrued interest. A loan will also be in default if the PARTICIPANT either refuses to execute, revoke, or rescind any agreement necessary to comply with the provisions of this Section or the loan administrative procedures established by the ADMINISTRATOR, commences or has commenced against PARTICIPANT a bankruptcy case, or upon the death of the PARTICIPANT.
- (vii) **Loan Security.** By accepting a loan, the PARTICIPANT is giving a security interest in their vested PLAN balance as of the loan process date, together with all additions thereof, to the PLAN that shall at all times be equal to 100% of the unpaid principal balance of the loan together with accrued interest.
- (viii) **Loan Amount.** The maximum amount of any loan permitted under the PLAN is the lesser of (i) 50% of the PARTICIPANT'S vested account balance less any outstanding loan balances under the PLAN or (ii) \$50,000 less the highest outstanding loan balance during the preceding one-year period. The ADMINISTRATOR shall establish the minimum loan amount. The PARTICIPANT and not the ADMINISTRATOR shall at all times remain responsible for ensuring that any loan received under the PLAN is in accordance with these limits with regard to any other loans received by the PARTICIPANT under any other plans of the PARTICIPANT's employer.



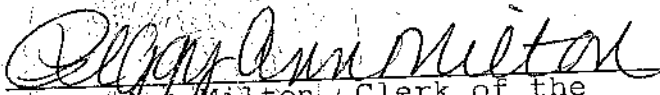
- (ix) Loan Maintenance Fee. Until a loan is repaid in full, an annual loan maintenance fee as established by ADMINISTRATOR will be deducted from the PARTICIPANT'S ACCOUNT(s).
- (x) Loan Default Fee. At the time when a default occurs, a loan default fee established by ADMINISTRATOR will be deducted from the PARTICIPANT'S ACCOUNT(s).
- (c) The ADMINISTRATOR shall fix such other terms and conditions necessary to the administrative maintenance of the provisions of this Section and as necessary to comply with the IRC and regulations there under.

IN WITNESS WHEREOF, the undersigned has executed this Amendment this 17th day of August, 2004.

McLean County, Illinois  
(Name of PLAN SPONSOR)

  
By: Michael F. Sweeney, Chairman  
of McLean County Board

ATTEST:

  
Peggy Ann Milton, Clerk of the  
McLean County Board

# NATIONAL ASSOCIATION OF COUNTIES DEFERRED COMPENSATION PROGRAM

## PARTICIPANT LOAN ADMINISTRATIVE PROCEDURES

Nationwide Retirement Solutions, Inc. ("NRS"), as Third Party Administrator of the National Association of Counties Deferred Compensation Program, administers your Deferred Compensation Plan for Public Employees ("Plan"). Recently issued proposed regulations under Internal Revenue Code Section 457 provide that eligible governmental 457(b) plans may permit loans to Participants. NRS recommends that you, as Plan Sponsor and/or Employer (hereinafter collectively referred to as "Plan Sponsor"), consult with your own legal advisor in determining whether you wish to add this optional feature to your Plan.

In the event that you decide to offer loans from your Plan to Participants, you will need to return to NRS at **Nationwide Retirement Solutions, PO Box 182797, Columbus OH 43272-8450, Attn: Loans Administrator** a fully executed original of this document and a fully executed original of the enclosed Plan Document Amendment. NRS cannot begin processing Participant loans from your Plan until it receives fully executed originals of both of these documents.

NRS may need from time-to-time to make changes to the administrative procedures set forth herein and in the Plan Document Amendment. In such a case, NRS will provide you with timely notice of such changes as they become necessary.

The following administrative procedures shall govern the making of loans from your Plan:

- 1. Loan Administration.** Plan Sponsor delegates to NRS certain administrative duties regarding the administration of loans from the Plan, which are set forth herein and which may be modified by NRS upon timely notice to Plan Sponsor.
- 2. Loan Eligibility.** Any Plan Participant is eligible for a loan from the Plan. Each Participant is entitled to one (1) loan at any time. In addition, a Participant who has defaulted on a previous loan shall not be eligible for another loan from the Plan until all defaulted loans are repaid in full, including accrued interest and fees.
- 3. Loan Application and Loan Agreement.** In order to receive a loan from the Plan, an eligible Participant must complete a loan application and return it to NRS. A loan application fee of \$50.00\* will be deducted from the Participant's account(s). Before a loan is issued, the Participant must enter into a legally enforceable loan agreement as provided by NRS. If the Plan Sponsor permits loans for the purchase of the Participant's principal residence, the Participant will be required to sign a Primary Residence Certificate form and provide NRS with a copy of the contract or other documents relating to the acquisition of the dwelling unit. If the source for a single loan includes both the Participant's Deferred Compensation and Eligible Rollover Accounts, the Participant will be required to complete a loan application and loan agreement for each account which will be treated as separate and distinct for all purposes herein except that they will be considered a single loan for purposes of Sections 2, 6, and 10 herein.
- 4. Loan Repayment/Maximum Loan Term.** Repayment of any loan made to a Participant shall be made in a manner and pursuant to the terms set forth in loan agreement. The Participant receiving a loan shall be required to furnish the information and authorization necessary to effectuate the foregoing payments prior to the commencement of a loan. The maximum term over which a loan may be repaid is five (5) years (fifteen (15) years if the Plan Sponsor permits loans for the purchase of the Participant's principal residence).

\* These fees, rates, and minimums are subject to change by NRS upon reasonable notice to the Plan Sponsor. Loan fees will appear as administrative charges on Participant Statements.

In the event that a Participant elects to receive a distribution from the Plan (other than a distribution due to an unforeseeable emergency or other in-service withdrawal) at a time when such person has a Plan loan outstanding, the principal and any accrued interest with respect to such loan shall be taxable.

5. **Loan Amortization.** Each loan shall be amortized in substantially equal payments consisting of principal and interest during the term of the loan. Payments of principal and interest shall be made in a manner and pursuant to the terms set forth in the loan agreement on a monthly basis in equal amounts, except that the amount of the final payment may be higher or lower. Before the loan is made, the Participant will be notified of the date on which the first payment will be deducted and the dates on which subsequent payments are due.

6. **Loan Frequency/Renegotiations.** Each Participant may have only one (1) Plan loan outstanding at any given time. A Plan loan which is in default, even if the defaulted loan was treated as a "deemed distribution" under federal regulations, shall be treated as an outstanding loan until such Participant's account balance is offset by the amount of principal and accrued interest under the loan. NRS shall offset a defaulted loan at any time that is administratively practicable, including but not limited to severance from employment by the Participant or upon a request for a distribution from the Plan. A Participant will be granted a loan no more frequently than two (2) times in any twelve (12) month period. Under no circumstances may loan terms be renegotiated. A new loan shall not be granted prior to the repayment of an outstanding loan.

7. **Default.** The Participant must pay the full amount of each payment (principal and interest) on the date that it is due by having sufficient funds in the account designated for loan payments through the ACH process. If NRS is unable to process a payment on the date due because the Participant fails to have sufficient funds in the account on that date, NRS will assess a fee of \$25.00 that will be deducted from Participant's account(s) and will send written notification to the Participant. The Participant shall be in default for the entire amount of the loan UNLESS the Participant does each of the following: 1) contacts NRS at the Deferred Compensation Service Center, 2) mutually agrees with NRS on a date, which is within 30 days of the missed payment on which funds sufficient to cover the missed payment will be in the account and; 3) actually pays the missed payment. Failure to make such a payment through mutually agreeable terms shall cause the Participant to be in default for the entire amount of the loan. The loan also shall be defaulted upon the death of the Participant or if the Participant commences or has commenced against Participant a bankruptcy case. No additional loans shall be made to a Participant who has defaulted on a Plan loan and who has not repaid all defaulted loans in full, including accrued interest and fees.

8. **Loan Prepayment.** The entire amount of a loan, including outstanding principal and any accrued interest, may be paid without penalty prior to the end of the term of the loan in the manner prescribed by NRS. However, payments made that are less than the remaining principal amount of the loan and any accrued interest with respect to the loan, or which are not paid in the form prescribed by NRS, are not permitted.

9. **Loan Security.** By accepting a loan, the Participant is giving a security interest in his or her vested Plan balance as of the date of the Loan Process Date, together with all additions thereof, to the Plan that shall at all times be equal to 100% of the unpaid principal balance of the loan together with accrued interest.

10. **Maximum/Minimum Loan Amount.** The maximum amount of any loan permitted under the Plan is the lesser of (i) 50% of the Participant's vested account balance (not including any value attributable to applicable life insurance or deemed IRA account) less any outstanding loan balances under the Plan or (ii) \$50,000 less the highest outstanding loan balance during the preceding one-year period. The minimum loan amount permitted is \$1,000.00\*. Loans shall be made in accordance with these limits and those limits imposed under federal regulations without regard to any other loans received by the Participant from any other investment provider under the Plan or any other plan of the employer. The Participant and not NRS shall at all times remain responsible for ensuring that any loan received under the Plan is in accordance with regard to any other loans received by the Participant under any other plans of the Participant's employer. Any tax reporting required as a

\* These fees, rates, and minimums are subject to change by NRS upon reasonable notice to the Plan Sponsor. Loan fees will appear as administrative charges on Participant Statements.

result of the receipt by a Participant of a loan that exceeds the limits imposed by federal regulations shall not be the responsibility of NRS, unless it is determined that such limits were exceeded solely as a result of a loan made through NRS as service provider. Consequently, NRS shall not be required to account for loans made pursuant to a plan other than this Plan or loans made under this Plan that are made by an investment provider other than Nationwide Life Insurance Company.

11. **Suspension of Loan Payments.** NRS may suspend a Participant's obligation to repay any loan under the Plan during the period in which the Participant is performing service in the uniformed services as may be required by law. At the expiration of any suspension of loan payments period, the outstanding loan balance, including any accrued interest and fees, will be re-amortized and the Participant will be required to execute an amended Loan Agreement.

12. **Loan Interest Rate.** The interest rate for any loan shall be established by NRS. These interest rates shall commensurate with interest rates being charged by entities in the business of lending money under similar circumstances. Generally, the rate assumed will be Prime Rate + 1.00%\*. The Prime Rate shall be the prime rate published by the Wall Street Journal two weeks prior to the end of the most recent calendar-year quarter. NRS may adjust the loan interest rate for Participants entering active duty in the military services as may be required by law.

13. **Annual Loan Maintenance and Asset Fees.** An annual loan maintenance fee of \$50.00\* will also be deducted from the Participant's account until the loan is repaid in full. The amount of the outstanding loan balance will be subject to the Asset Fee equal to the maximum Variable Account Annual Expense Fee applicable under the Plan at the time the loan is issued.

14. **Loan Default Fee.** At the time when a default occurs, a \$50.00\* loan default fee will be deducted from the Participant's account. This charge will only affect Participants who fail to make a required loan payment.

15. **Loans for the Purchase of a Principal Residence.** All loans issued by the Plan will be general loans to be repaid in five (5) years unless the Plan Sponsor affirmatively elects to offer loans for the purchase of the Participant's principal residence, which may be repaid in fifteen (15) years. Such loans shall be solely secured by the Participant's vested account balance. All administrative procedures set forth herein shall apply to such loans.

If the Plan Sponsor elects to permit loans for the purchase of the Participant's principal residence, please check this box.

The undersigned Plan Sponsor hereby adopts these Participant Loan Administrative Procedures, effective for loans issued on or after the effective date set forth in the Loans to Participants Amendment to Plan Document, and instructs NRS to administer loans made to Plan Participants in accordance with these terms.

The Plan Sponsor acknowledges the following: (i) that the Plan Sponsor has decided to offer loans under the Plan and is instructing NRS to administer loans under the Plan; (ii) that it understands that, as a result of offering loans under the Plan, the Plan Sponsor, its Participants, and/or the Plan could be subject to adverse tax consequences; (iii) that the Plan Sponsor has independently weighed this risk and has determined that offering loans under the Plan is in the best interest of the Plan Sponsor, its Participants, and the Plan; and (iv) NRS shall not be liable for any adverse tax consequences described in (ii), except as specifically stated under paragraph 10 herein, resulting from the Plan Sponsor's decision to offer loans under the Plan.

\* These fees, rates, and minimums are subject to change by NRS upon reasonable notice to the Plan Sponsor. Loan fees will appear as administrative charges on Participant Statements.

Plan Sponsor  
or Employer: McLean County Government, McLean County, Illinois

Street Address: 115 E. Washington Street

City, State, Zip Code: Bloomington, IL 61701

Plan Name: Nationwide Retirement Solutions

Entity No.: 613040

Plan Entity: \_\_\_\_\_

By: Michael F. Sweeney

Its: McLean County Board

E-mail Address: brenda.jones@mcleancountyil.gov

Date: August 17, 2004

\* These fees, rates, and minimums are subject to change by NRS upon reasonable notice to the Plan Sponsor. Loan fees will appear as administrative charges on Participant Statements.



McLean County

**OFFICE OF THE ADMINISTRATOR**

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

104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

July 27, 2004

To: Honorable Members of the Finance Committee Meeting

From: Lucretia Wherry, Human Resources Assistant

Re: Employee Loans available through Nationwide Retirement Solutions

One of our two deferred compensation plan sponsors, Nationwide Retirement Solutions (NRS), offers participating employees the opportunity to take out loans against the employee's Nationwide Retirement 457 Plan account. Currently, the only reason that employees may borrow against their accounts is for instances of hardship, such as medical bills not covered by health insurance or loss of income. This new loan program allows employees to borrow against their accounts for any reason.

In order for McLean County employees to take advantage of this loan program, McLean County Government as the employer must sign an agreement with NRS. This program would require little additional effort on the part of the Treasurer's Office and the Administrator's Office.

All County employees who work 1000 hours per year are required to participate in Illinois Municipal Retirement Fund (IMRF), which does not allow borrowing for any reason. Allowing employees to borrow against their Nationwide Retirement 457 Plan account may enable an employee to purchase a home or help finance a child's college education. Nationwide will advise employees to consider the long-term consequences of borrowing against resources intended for retirement.

Thanks you for your consideration. I will be available at the Finance Committee Meeting to answer any questions.

Members Sorensen/Renner moved the County Board approve a Request for Approval of Agreement with Nationwide Retirement Solutions to Permit Participant Loans from Deferred Compensation Plan – County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Sorensen/Moss moved the County Board approve a Request for Approval to Receive and Place on File the Outside Auditor's Fiscal Year 2003 Comprehensive Annual Financial Report, Management Letter of Advisory Comments, and Single Audit Report. A copy of this is available for viewing in the Mclean County Clerk's Office. Member Sorensen stated the following: I just wanted to point out that this is a great document for Mclean County. For the first time in as many years as I have been on the Board, we've virtually eliminated all of the management letter concerns from our outside auditor and that is a huge deal. It has never happened before that I am aware of. We had a couple of very small things mentioned that have already all been corrected but they were reported to the previous year anyway. The Finance Committee actually didn't know what to do. We have a historical practice of sending those letters to Department Heads, requesting responses, and then meeting with those Department Heads and Elected Officials to get the concerns resolved. The Finance Committee might be bored in the next several months because we don't have to do any of that chasing around this year. Congratulations to the Elected Officials, especially the Treasurer's and Auditor's offices. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

#### REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: I just want to advise you that the Performance Based Standards Program for Juvenile Correction and Detention Facilities did win one of five divisions in American Government Awards. McLean County Juvenile Detention Facility was one of the original participants back in 1997 and has participated in this since its conception. That award recognizes facilities all throughout the country. It is certainly noteworthy that Mclean County has been a part of that program since it began. As I am sure Members Bass, Segobiano, and Sweeney remember, it was 14 years ago this month, August of 1990, the County Board held its first meeting in Room 700. Today may be the last meeting in this room. Next month's meeting will be in Room 400 of Government Center. You never know though, we do have incidents that occur around the County so we may come back here at some point in time. It's interesting that on August 21, 1990 at the County Board meeting, there was a long list of drainage district appointments, just as there is today. There was a grant for the Health Department for a prenatal care program. The County Board approved the first contract for an Employee Assistance Program for McLean County employees and Facilities Manager, Jack Moody, was introduced to the County Board as the new Director of Facilities Management. At today's meeting, the Justice Committee approved the Intergovernmental Agreement for IV-D for the Circuit Clerk and Circuit Court. Fourteen years ago, the State's Attorney's office was trying to win approval for a IV-D contract strictly for the State's Attorney's office but that failed. The Executive Committee motioned to table, six to two, primarily because the Circuit Clerk and Circuit Court both voiced strong opposition to the State's Attorney's moving forward with this program. During the months of August and September, 14 years ago, just as this year, County offices were then moving from the Courthouse to the Law and Justice Center on weekends throughout August and September. Some things change and some things don't.

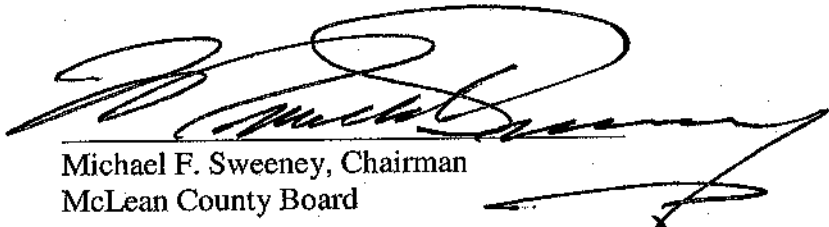
The McLean County Auditor presented the following and recommends same for payment:

**MCLEAN COUNTY BOARD COMPOSITE**

August 17, 2004

**2004 Budget Expenditures**

<b>COMMITTEE</b>	<b>PENDING EXPENDITURES</b>	<b>PRE-PAID EXPENDITURES</b>	<b>TOTAL EXPENDITURES</b>
Executive		\$292,705.48	\$292,705.48
Finance		\$471,723.93	\$471,723.93
Human Services		\$443,830.28	\$443,830.28
Justice	\$199.54	\$1,652,363.24	\$1,652,562.78
Land Use		\$21,134.00	\$21,134.00
Property		\$275,913.25	\$275,913.25
Transportation		\$633,702.39	\$633,702.39
Health Board		\$413,219.04	\$413,219.04
Disability Board		\$48,853.22	\$48,853.22
T. B. Board		\$24,000.27	\$24,000.27
<b>Total</b>	<b>\$199.54</b>	<b>\$4,277,445.10</b>	<b>\$4,277,644.64</b>

  
Michael F. Sweeney, Chairman  
McLean County Board


Members Hoselton/Cavallini 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 Segobiano/Bass moved for adjournment until Tuesday, September 21, 2004 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: 9:17 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 17th day of August, 2004, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 15th day of September, 2004.

  
\_\_\_\_\_  
Peggy Ann Milton  
McLean County Clerk