

9-1-1 GENERAL INFORMATION

Current Date November 18, 2015

Proposed Operational Date December 2015

City of Streator
Submitted by (City or County Name)

 Final Plan
 X Modification of an Existing System – I.C.C. Docket Number 98-0654

13705
Total Population Served

6028
Total Access Lines

6.08
Total Land Area Covered in Square Miles

PSAP 9-1-1 System Liaison to the Commission: (No Consultants)

Robert Turner
Name

Deputy Chief of Police
Title

204 S. Bloomington St.
Street Address

Streator, IL 61364
City, State, Zip Code

(815) 672-3111
Telephone Number

(815) 672-6261
Alternate Telephone Number

COMMUNITIES SERVED

A list of all communities to be served by the proposed 9-1-1 System. Please include the name of community and official mailing address including street address, city and zip code.

USE ADDITIONAL SHEETS AS NECESSARY

| City, Town or Village | Street Address, City, Zip Code |
|-----------------------|--------------------------------|
| City of Streator | |
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**NARRATIVE STATEMENT
CITY OF STREATOR 9-1-1 EMERGENCY TELEPHONE SYSTEM**

The City of Streator's 9-1-1 Emergency Telephone System was authorized by the Illinois Commerce Commission on November 5, 1998. The City of Streator's 9-1-1 System consists of one (1) PSAP located at City's Police Department at 204 South Bloomington Street, Streator, Illinois.

The City of Streator is located in LaSalle and Livingston Counties. A regional emergency services dispatch and communication system would provide for more efficient dispatch and communication capabilities. To this end, an Intergovernmental Agreement (the "IGA") combining the City of Streator's ETSB with Livingston County's ETSB has been approved by the City of Streator, Livingston County and the Livingston County ETSB. Among other things, the IGA provides for appointment of Streator representatives to the Livingston County ETSB, disposition of existing surcharge funds and equipment, the closing of Streator's 9-1-1 center and consolidation of operations into the LIV COM Communications Center for Centralized Dispatch for Livingston County, Illinois ("LIV COM"), payment of future surcharge funds and Streator's adoption of the Governance Agreement concerning operations of the Livingston County ETSB.

The City of Streator has filed with the Illinois Commerce Commission (the "ICC") a Petition for Modification requesting that the ICC dismiss the Operating Authority granted to the City of Streator to operate a 9-1-1 Center and approve the City of Streator as a member of the Livingston County 9-1-1 Emergency Telephone System. The Petition includes resolutions and ordinances adopted by the Streator City Council approving the IGA and consistent with IGA and the requested action by the ICC, as well as this narrative description and General Information page.

To the best of their abilities, the City of Streator and Livingston County have submitted the plan modification to the ICC requesting an order approving the combining of the City of Streator ETSB with the Livingston County 9-1-1 ETSB and the authority to implement the plan as outlined.

EXHIBIT A

City of Streator

Petition for Modification

RESOLUTION 2015/16-43

A RESOLUTION CONCERNING MODIFICATION OF THE CITY OF STREATOR'S
EMERGENCY TELEPHONE SYSTEM OPERATING AUTHORITY

WHEREAS, the Illinois Commerce Commissioner (the "ICC"), under Docket No. 98-0654, granted to the city of Streator, Illinois (the "city of Streator"), authority to operate an Emergency Telephone System 9-1-1 Center.

WHEREAS, there is a need for a regional emergency services dispatch and communication system to provide for more efficient dispatch and communication capabilities and, to that end, the city of Streator desires to join with the Livingston County Emergency Telephone System Board (the "Livingston County ETSB"), as a member thereof, and the city of Streator will terminate operations at the Streator 9-1-1 Center.

WHEREAS, the City Council of the city of Streator desires to enter into an Intergovernmental Agreement (hereinafter referred to as the "IGA") which, among things, provides the city of Streator will join with the Livingston County ETSB and adopt the Livingston County ETSB Governance Agreement for the provision of emergency ("911") and non-emergency telephone services and centralized dispatching services by the Livingston County ETSB.

WHEREAS, the city of Streator desires that the ICC dismiss the authority granted to the city of Streator in Docket No. 98-0654 and approve it as a member of the Livingston County 9-1-1 Emergency Telephone System.

NOW, THEREFORE, be it resolved by the City Council of the city of Streator, Counties of LaSalle and Livingston, State of Illinois:

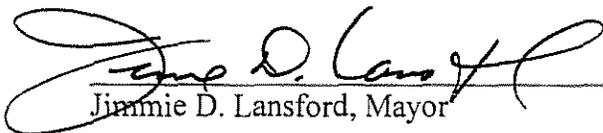
Section 1: The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

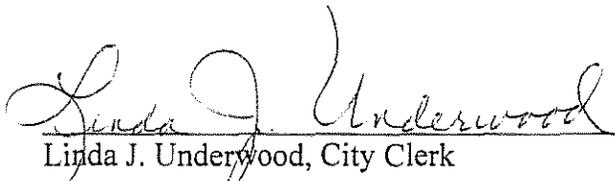
Section 2: The Mayor of the city of Streator is hereby authorized, empowered and directed to cause to be filed a Petition for Modification and all other necessary documents with the Illinois Commerce Commission and to take all action required so that the ICC will enter an appropriate order dismissing the authority granted to the city of Streator in Docket No. 98-0654 and approving the city of Streator as a member of the Livingston County 9-1-1 Emergency Telephone System.

Passed by the City Council of the city of Streator, LaSalle and Livingston Counties, Illinois, at a special meeting thereof held on the 10th day of November, 2015, and approved by me as Mayor on the same day.

APPROVED:

ATTESTED:


Jimmie D. Lansford, Mayor


Linda J. Underwood, City Clerk

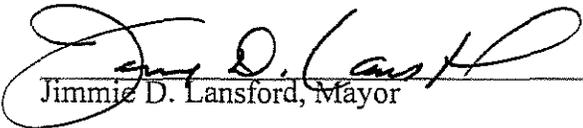
RESOLUTION 2015/16-44

AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
WITH LIVINGSTON COUNTY TO REGIONALIZE 9-1-1 OPERATIONS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STREATOR, LA SALLE AND LIVINGSTON COUNTIES ILLINOIS, that Scot W. Wrighton, City Manager is hereby authorized and directed to execute the attached Intergovernmental Agreement with Livingston County in connection with regionalized 9-1-1 services for the City of Streator, Illinois

Passed by the City Council of the City of Streator, LaSalle and Livingston Counties, Illinois at a special meeting thereof held on the 10th day of November 2015, and approved by me as Mayor on the same day.

APPROVED:


 Jimmie D. Lansford, Mayor

ATTESTED:


 Linda J. Underwood, City Clerk

| RECORD OF THE VOTE | Yes | No | Abstain | Absent |
|---------------------------|-----|----|---------|--------|
| Mayor Jimmie D. Lansford | √ | | | |
| Councilwoman Tara Bedei | √ | | | |
| Councilman Ed Brozak | √ | | | |
| Councilman Brian Crouch | √ | | | |
| Councilman William Phelan | √ | | | |

INTERGOVERNMENTAL AGREEMENT COMBINING THE CITY OF STREATOR ETSB WITH LIVINGSTON COUNTY ETSB AND ADOPTING THE GOVERNANCE AGREEMENT FOR THE PROVISION OF EMERGENCY (“911”) AND NON-EMERGENCY TELEPHONE SERVICES AND CENTRALIZED DISPATCHING SERVICES

This Agreement (“**Agreement**”) is entered into this 12th day of November, 2015, by, between and among the County of Livingston, a body corporate and politic (“**Livingston County**”) and the City of Streator, Illinois, an Illinois municipal corporation (“**Streator**”) (collectively referred to at times herein as the “**Participating Taxing Bodies**”) and the Emergency Telephone System Board of Livingston County, Illinois, (“**Livingston County ETSB**”) a Livingston County agency. This Agreement provides for the establishment of Streator as a member of a combined dispatch and communications system pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*), the Emergency Telephone System Act, 50 ILCS 750/0.01 *et seq.*, and the Wireless Emergency Telephone Safety Act, 50 ILCS 751/1 *et seq.* Livingston County, Streator and Livingston County ETSB are sometimes referred to herein singly as a “**Party**” and collectively as the “**Parties**.”

Recitals

A. The voters of Livingston County, Illinois, on April 2, 1991, approved a surcharge for the installation, operation, and maintenance of a sophisticated 911 emergency telephone system in Livingston County, Illinois, (“**911 System**”) pursuant to the Illinois Emergency Telephone System Act, 50 ILCS 750/0.01 *et seq.* (“**Act**”).

B. The corporate authorities of Livingston County imposed a surcharge under Section 15.3 of the Act and, pursuant to Section 15.4 of the Act and an Ordinance passed by the Livingston County Board on May 14, 1991 which is codified as and referred to herein as “**County Ordinance No. 1991-1**,” established the Livingston County ETSB to provide services to its constituency within the County and administer its 9-1-1 responsibilities, in conformity with the

Act and the Wireless Emergency Telephone Safety Act ("**Wireless Act**") and subject to its approval for enhanced emergency telephone number under Illinois Commerce Commission number 96 -0283.

C. The Livingston County Board Chairman, with the advice and consent of the Livingston County Board, and pursuant to Section 15.4 of the Act, appoints members to the Livingston County ETSB in order to perform the powers and duties of such Board, as set forth in Section 15.4(b) of the Act, so as to provide for and protect the health, safety and welfare of the residents of Livingston County and areas under its jurisdiction.

D. The LIV COM Communications Center for Centralized Dispatch for Livingston County, Illinois, ("**LIV COM**") was created to provide centralized dispatching services for police, fire, emergency medical services and other emergency functions, as well as access to the Law Enforcement Agency Data System ("**LEADS**") and a telephone answering service for non-emergency and emergency calls.

E. A Governance Agreement for the Providing of Emergency ("911") and Non-Emergency Telephone Services and Centralized Dispatching Services for Livingston County, Illinois, ("**Governance Agreement**") has been created which provides, among other things, Livingston County ETSB provides operational control of LIV COM. A true and correct copy of the Governance Agreement is attached hereto as Exhibit "A."

F. Livingston County ETSB recommends to Livingston County for the appropriation of funds necessary for Livingston County ETSB operations and after such appropriations, Livingston County ETSB authorizes the expenditures of such funds as provided for in Section 15.4(c) of the Act and Section 20 of the Wireless Act.

G. Pursuant to authority granted by Illinois Commerce Commission Docket No. 98-0654, Streator operates the Streator Emergency Telephone System Board and presently provides an emergency services dispatch and communication system ("**Streator's 9-1-1 Center**") to the residents of Streator.

H. Streator has determined there is a need for a more regional emergency services dispatch and communication system to provide for more efficient dispatch and communication capabilities by joining with Livingston County ETSB, as a member thereof, and Streator will terminate operations at the Streator 9-1-1 Center.

I. Livingston County and Streator agree that joint action between them is the most efficient and effective means to provide for the health, safety and welfare of their residents and it is in the best interests of each of the Parties and their residents for Streator to join with Livingston County as a member of the Livingston County ETSB.

J. Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorizes two or more units of local government to contract to share services and to exercise, combine or transfer any power or function common to them.

K. Section 15.4(a) of the Act and Section 20 of the Wireless Act authorize the corporate authorities of any county or municipality that imposes a surcharge pursuant to Section 15.3 of the Act to establish by intergovernmental agreement a joint Emergency Telephone System Board.

L. It is the desire of Livingston County to invite Streator to be a participant in the operation of a centralized combined dispatch and communication system with the present Board of Livingston County ETSB.

M. The respective corporate authorities of the Parties have authorized and directed the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and upon the further consideration stated in the foregoing Recitals, it is hereby agreed by, between and among the Parties as follows.

Article 1: Recitals.

The Parties acknowledge the statements and representations made in the Recitals and all exhibits referenced therein are true and correct and are incorporated herein and made a part of this Agreement as if fully set forth in this Article 1.

Article 2: Background.

2.1 Livingston County's 9-1-1 Operations. The Livingston County ETSB Emergency Telephone System and the Emergency Telephone System Board of Livingston County (collectively referred to as "**Livingston County 9-1-1**") is an emergency telephone system generally governed by the provisions of the Act and the Wireless Act. Livingston County 9-1-1 is a countywide system. Under the Act, the Livingston County corporate authorities established an emergency telephone system, as authorized with referendum approval, to impose a monthly surcharge on the billed subscribers of the network connection telecommunications carriers as permitted by Section 15.3 of the Act. Such powers were expanded by the Wireless Act. On May 14, 1991, the Livingston County Board approved County Ordinance No. 1991-1, establishing the Livingston County ETSB and charged the ETSB with the responsibility of operating the system under Section 15.4 of the Act. The Livingston County ETSB was further charged with the responsibilities of (a) coordinating and supervising the implementation and operation of the Emergency Telephone System, (b) directing the expenditure of surcharge monies held in the ETS fund and (c) fulfilling such other and further duties as prescribed by the Act. A true and correct copy of County Ordinance No. 1991-1 is attached hereto as Exhibit "B" and incorporated herein. County Ordinance No. 1991-1 is codified in Livingston County's Code of Ordinances ("**County Code**") in Article III of Chapter 16. A true and correct copy of Article III of Chapter 16 is attached hereto as Exhibit "C" and incorporated herein. As prescribed by Section 15.4 of the Act and in accordance with Livingston County Code Section 16-239, the Livingston County Board Chairman, with the advice and consent of the Livingston County Board, appoints the members of the Livingston County ETSB. See Exhibit C. To provide for the

governance of the organization, the Livingston County ETSB and its participating agencies have adopted a Governance Agreement (see Exhibit A).

2.2 Dispatch Centers. Originally Livingston County 9-1-1 consisted of one Public Safety Answering Point ("**PSAP**"). At present Livingston County 9-1-1 has one PSAP.

ARTICLE 3: Public Safety Answering Points.

3.1 Number and Location. The Parties acknowledge the Livingston County ETSB operates LIV COM which provides centralized dispatching services and all other LIV COM functions as outlined in the Governance Agreement for all police, emergency, and fire protection districts that adopt the Governance Agreement by way of intergovernmental agreement.

3.2 Streator PSAP. Upon the Illinois Commerce Commission's approval of a petition dismissing the City of Streator's Operating Authority and authorizing Streator to incorporate its 9-1-1 Emergency Telephone Dispatch System into LIV COM, Streator's 9-1-1 Center will then operate as a PSAP under Livingston County's Operating Authority until Streator's operations are moved to and incorporated into LIV COM's operations. The employees working at Streator's 9-1-1 Center shall be employees of Streator and Streator shall pay the expenses of operating its 9-1-1 Center until the Streator 9-1-1 Center ceases operations.

3.3 Representation of Streator on the Livingston County ETSB. Livingston County ETSB agrees to take all actions needed to create a position for a single representative from Streator on the Livingston County ETSB. Livingston County agrees to appoint an additional representative from Streator to an "at-large" position on the Livingston County ETSB. Streator shall deliver to the Livingston County Board Chairman the name(s) of individual(s) it seeks to have appointed to the Livingston County ETSB. The Participating Taxing Bodies acknowledge under the Act, the responsibility for appointing members is the responsibility of the corporate authorities of the County imposing a surcharge under Section 15.3 of the Act. Upon appointment by the Livingston County Board Chairman and approval by the Livingston County Board, the Streator representative(s) shall have full membership on the Livingston County ETSB

with full voting rights and shall be entitled to serve upon any committee to which they may be appointed by the Livingston County ETSB.

ARTICLE 4: GOVERNANCE OF THE LIVINGSTON COUNTY ETSB.

4.1 The Governing Agreement. The Parties acknowledge County Code Chapter 16, Article III, Division 2 provides for the appointment of the members, filling vacancies and the powers and duties of the Livingston County ETSB. (See Exhibit C). The Parties further acknowledge the Governance Agreement which addresses, among other things, the duties of the board and its officers, the organizational structure of the ETSB and LIV COM, meetings, funding, use of Livingston County Services, and collective bargaining. (See Exhibit A.)

4.2 Adoption of Governing Agreement. Streator hereby adopts the terms of the Governing Agreement.

ARTICLE 5: FINANCES.

5.1 Fiscal Year. The fiscal year of Livingston County ETSB is December 1 to November 30 of each year.

5.2 Budget. The Parties acknowledge the Livingston County ETSB adopted its 2015-16 budget at a meeting duly called in accordance with the Illinois Open Meetings Act at the Livingston County Courthouse, Pontiac, Illinois. Attached hereto as Exhibit "D" and incorporated herein is a true and correct copy of the Livingston County ETSB Account Summary Sheet for the Fiscal Year 2015-16 which sets forth the anticipated revenues and expenses of the ETSB and LIV COM.

5.3 Treasurer. The Livingston County Treasurer shall continue to serve as the custodian of the Emergency Telephone System fund account as provided for in Section 15.4(c) of the Act and shall continue to serve in such capacity for receipt of not only surcharge funds, but funds from any and other sources.

5.4 Deposits and Expenditures. All monies received by the Livingston County ETSB pursuant to the surcharges imposed under Section 15.3 of the Act and Section 17 of the

Wireless Act shall continue to be deposited into a separate interest bearing Emergency Telephone System Fund account. Notwithstanding any other provision in this Agreement to the contrary, no expenditures may be made from the Emergency Telephone System Fund, except upon direction of the Livingston County ETSB. All expenditures from the Emergency Telephone System Fund shall only be made to pay costs permitted by Section 15.4 of the Act and Section 20 of the Wireless Act.

5.5 Future Surcharge Payments. Upon the Illinois Commerce Commission's approval of a petition dismissing the City of Streator's Operating Authority and authorizing Streator to incorporate its 9-1-1 Emergency Telephone Dispatch System into LIV COM, Streator shall forward any and all payments it receives pursuant to surcharges imposed under Section 15.3 of the Act and Section 17 of the Wireless Act to the Livingston County ETSB.

5.6 Prior Surcharge Funds. Surcharge funds received by Streator or due and owing to Streator from the State of Illinois which were imposed pursuant to Section 15.3 of the Act and Section 17 of the Wireless Act prior to the effective date of the Agreement shall remain on deposit with Streator in its Emergency Telephone System Fund and shall be used by Streator to defray the costs of transitioning the operations of Streator's 9-1-1 Center to the Livingston County ETSB. The Parties agree such costs include, but are not limited to, purchasing equipment compatible with LIV COM's operations. A statement of the current fund balance is attached hereto as Exhibit "E."

5.7 Transfer of Surcharge Funds from Streator. Within thirty (30) days after closing Streator's 9-1-1 Center, Streator shall adopt an ordinance authorizing the transfer of any funds remaining in Streator's Emergency Telephone System Fund to the Livingston County Emergency Telephone System Fund account.

5.8 Monthly Payments. Streator agrees to pay Livingston County ETSB the sum of \$11.84 *per capita* (as determined by the certified United States Census of 2010) in 1/12th installments payable on the first day of each month. The first monthly installment shall be due on the first

day of the month following the closing of Streator's 9-1-1 Center. If Livingston County changes the *per capita* rate assessed to its participating municipalities, Streator shall pay the amended *per capita* rate.

5.9 Audits. Livingston County shall have the financial affairs of the Livingston County ETSB audited in connection with the annual audit of Livingston County's financial affairs and the audit shall be made by a certified public accountant employed by Livingston County after the end of each fiscal year. The audit shall be performed in accordance with GASB rules generally applicable to all local public entities. The annual audit report shall be delivered to each person who serves as a member of the Livingston County ETSB.

5.10 Late Payments. Late payments due the Livingston County ETSB shall accrue interest at a rate of one-half percent (1/2%) a month beginning ten (10) days after the payment is due.

ARTICLE 6: EQUIPMENT.

6.1 Equipment Currently Owned by Streator. Any equipment currently owned by Streator shall remain the property of Streator, unless such equipment is compatible with equipment used by LIV COM. Any such compatible equipment shall be transferred by Streator to LIV COM no later than 30 days after Streator's 9-1-1 Center ceases operations.

6.2 Future Equipment Purchases. Any equipment purchased by Streator after the Illinois Commerce Commission's approval of a petition dismissing the City of Streator's Operating Authority and authorizing Streator to incorporate its 9-1-1 Emergency Telephone Dispatch System into LIV COM shall be compatible with equipment used by LIV COM.

ARTICLE 7: INDEMNIFICATION.

Section 15.1 of the Act as presently in effect and as amended by Senate Bill 99-6 provides immunity to a public agency, public safety agency, emergency telephone system board, or unit of local government assuming the duties of an emergency telephone system board, as well as any officer, agent or employee of such entity. To the extent such indemnification is required by Section 15.1 of the Act, Livingston County and/or Livingston County ETSB shall indemnify,

defend and hold harmless any person who was or is made a party to a pending or completed action, suit or proceedings by reason of fact that such person is or was a director, officer or agent of the Livingston County ETSB, against and from any expenses (including reasonable attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if such person acted in good faith on behalf of the interests of the Livingston County ETSB. The determination of whether an individual acted in good faith on behalf of the interests of the Livingston County ETSB shall be made by a majority vote of the members of the Livingston County ETSB. This indemnification shall not apply to any punitive damages or if the indemnification would otherwise be prohibited by law.

ARTICLE 8: ILLINOIS COMMERCE COMMISSION APPROVAL.

The obligations of the Parties hereto are subject to and conditioned upon the Illinois Commerce Commission's approval of a petition dismissing the City of Streator's Operating Authority and authorizing Streator to incorporate its 9-1-1 Emergency Telephone Dispatch System into LIV COM. In the event the Illinois Commerce Commissioner denies the petitions to be filed by Streator and Livingston County, this Agreement shall become null, void and without legal effect.

ARTICLE 9: MISCELLANEOUS.

9.1 Limitation of Liability. The liabilities, contracts, obligations, debts and property of the Livingston County ETSB shall not be considered in any way a liability, contract, obligation, debt or property of Streator or any other participating municipality of the Livingston County ETSB. The liabilities, contracts, obligations, debts and property of Streator's ETSB shall not be considered in any way a liability, contract, obligation, debt or property of the Livingston County ETSB or any of its participating municipalities, except as provided for in Article 6 of this Agreement.

9.2 Term and Termination. This Agreement shall continue in effect for a period of fifty (50) years or until terminated by agreement of the Parties or unless a Party gives one hundred eighty (180) days' notice, in writing, of its intent to withdraw from the Agreement.

9.3 Remedies. The purpose of this Agreement is to provide communication services on an ongoing basis; accordingly, money damages or termination of the Agreement would not be an adequate remedy in the event of default. The Participating Taxing Bodies agree that any one or more of the Parties hereto shall be entitled, upon a proper showing of default by another Party or Parties, to a decree by a court of competent jurisdiction of specific performance of any covenant hereunder and the alleged adequacy of a legal remedy shall not be a defense in an action for specific performance. Nothing in this paragraph shall be construed to deprive an aggrieved party of any remedy afforded by law or equity.

9.4 Binding Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. No Party may assign its rights under this Agreement without the prior written consent of the other Parties.

9.5 Amendment. This Agreement may be amended or modified at any time, provided that such amendments or modifications are mutually agreed upon, reduced to written form, and approved by the governing bodies of the Parties.

9.6 Entire Agreement. This Agreement shall supersede all prior verbal or written understandings or agreements between or among any of the Parties. To the extent there exists a conflict between the prior verbal or written understanding or agreements and this Agreement, the terms and conditions of Agreement shall control.

9.7 Severability. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by any court of competent jurisdiction to be unenforceable, that provision shall be deemed severable and the Agreement may be enforced with any such provision severed or as modified by the court.

9.8 Notice. Any notice or other written communication required or desired to be given under the terms of this Agreement shall be in writing and shall be deemed to be given to and served upon the addressee hereof at its addresses set forth below:

- a. If to Livingston County: Livingston County Board Chairman
112 W. Madison Street
Pontiac, IL 61764
Telephone: 815-844-6378
Facsimile: 815-844-6401
Email: ahartley@livingstoncountyil.gov

- b. If to Livingston County ETSB: 911/LIV COM
ATTN: Manager of Communications
844 W. Lincoln Street
Pontiac, IL 61764
Telephone: 815-844-0911
Facsimile: 815-844-7399
Email: rwittenberg@livingstoncountyil.gov

With a copy to: Livingston County State's Attorney
Law & Justice Center
110 N. Main Street, P.O. Box 498
Pontiac, IL 61764
Telephone: 815-844-5169
Facsimile: 815-844-6519
Email: lvsa@livingstoncountyil.gov

- c. If to Streator: City of Streator
ATTN: City Manager
204 S. Bloomington Street
Streator, IL 61364
Telephone: 815-672-2517
Facsimile: 815-672-7566
Email: cm@ci.streator.il.us

With a copy to: City of Streator
ATTN: City Clerk
204 S. Bloomington Street
Streator, IL 61364
Telephone: 815-672-2517
Facsimile: 815-672-7566
Email: cma@ci.streator.il.us

A notice shall be deemed to be received by a party (1) on the date of personal service; (2) five (5) calendar days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (3) on the next business day if sent by overnight delivery

service (e.g. Federal Express) with all fees prepaid. Notice may be sent via facsimile to a provided facsimile number or to a provided e-mail address, however, notice sent via facsimile or e-mail shall be followed by notice delivered by personal service or via registered or certified mail, return receipt requested, postage prepaid or by overnight delivery unless such additional notice is waived in writing by the Party receiving the notice. If notice is effected by facsimile or e-mail, notice shall be deemed received on the date the receiving Party provides written notification to the other Party that a delivery of notice by supplemental means is not required.

9.9 Headings. The section and subsection headings contained herein are for the convenience of the Parties only and are not intended to define or limit the context of any section or subsection.

9.10 Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

9.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic mail shall be as effective as delivery of a manually signed counterpart to this Agreement.

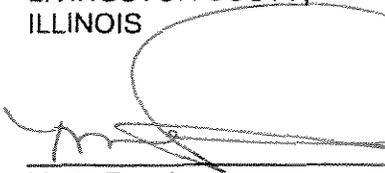
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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written above.

LIVINGSTON COUNTY,
ILLINOIS

EMERGENCY TELEPHONE
SYSTEM BOARD OF
LIVINGSTON COUNTY,
ILLINOIS

CITY OF STREATOR,
ILLINOIS



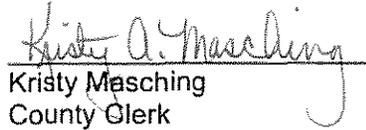
Marty Fannin
County Board Chairman



Jim Woolford,
Chairman

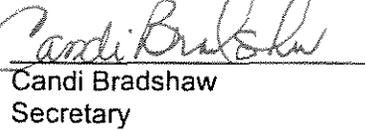
Scot W. Wrighton
City Manager

Attest:



Kristy Masching
County Clerk

Attest:



Candi Bradshaw
Secretary

Attest:



Linda Underwood
City Clerk (SEAL)

SCHEDULE OF EXHIBITS:

- EXHIBIT A: Governance Agreement
- EXHIBIT B: Livingston County Board County Ordinance No. 1991-1
- EXHIBIT C: Livingston County Code Chapter 16, Article III
- EXHIBIT D: Livingston County ETSB Account Summary Sheet
- EXHIBIT E: Statement of Streator's ETS Fund Account

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written above.

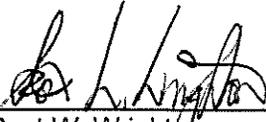
LIVINGSTON COUNTY,
ILLINOIS

EMERGENCY TELEPHONE
SYSTEM BOARD OF
LIVINGSTON COUNTY,
ILLINOIS

CITY OF STREATOR,
ILLINOIS

Marty Fannin
County Board Chairman

Mike Ingles,
Chairman



Scot W. Wrighton
City Manager

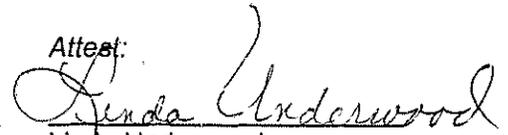
Attest:

Attest:

Attest:

Kristy Masching
County Clerk

Candi Bradshaw
Secretary



Linda Underwood
City Clerk (SEAL)

SCHEDULE OF EXHIBITS:

- EXHIBIT A: Governance Agreement
- EXHIBIT B: Livingston County Board County Ordinance No. 1991-1
- EXHIBIT C: Livingston County Code Chapter 16, Article III
- EXHIBIT D: Livingston County ETSB Account Summary Sheet
- EXHIBIT E: Statement of Streator's ETS Fund Account

EXHIBIT A: Governance Agreement

EXHIBIT A

GOVERNANCE AGREEMENT FOR THE PROVIDING OF EMERGENCY ("911") AND NON-EMERGENCY TELEPHONE SERVICES AND CENTRALIZED DISPATCHING SERVICES FOR LIVINGSTON COUNTY, ILLINOIS.

I. PURPOSE:

To utilize the Emergency Telephone System Board of Livingston County, Illinois, ("ETSB") to provide emergency ("911") and non-emergency telephone services for the citizens of Livingston County, as well as to operate the LIV COM Communications Center for Centralized Dispatch for Livingston County, Illinois, ("LIV COM") to provide centralized dispatching services for all police, emergency, and fire protection districts operating in Livingston County.

II. DUTIES:

Emergency Telephone System Board (ETSB) – having been created pursuant to the Illinois Emergency Telephone System Act, 50 ILCS 750/0.01 et seq.; and implemented pursuant to Livingston County ordinances, shall be composed of members appointed in the number and manner outlined in the applicable statutes, ordinances, and intergovernmental agreements.

The ETSB shall fulfill the following duties:

1. All duties outlined by statute and Livingston County ordinance;
2. The operation of LIV COM, which shall consist of providing:
 - a. Centralized dispatching services;
 - b. ESDA communications for command personnel;
 - c. Access to the Law Enforcement Agency Data System (LEADS);
 - d. Answering service for after-hours non-emergency phone calls made to the respective agencies made a party to the Governance Agreement;
 - e. Other emergency functions as necessary.
3. Employment decision regarding the 911 Coordinator ("Coordinator");
4. Appointment of an ETSB member to participate in the hiring of a Communications Manager ("Manager");
5. The oversight of the Manager and the Coordinator;
6. Preparation of an annual budget to be approved by the ETSB and submitted to the Agricultural, Zoning, and Emergency Services Committee ("AZES Committee"), in a timely manner per the schedule utilized by the County, for the committee's review. The portion of the budget related to non-911 expenditures will be subject to approval by the AZES Committee and the Livingston County Board, the remainder of the budget will require only ETSB approval;
7. Presentation of an annual report to the AZES Committee;
8. The maintaining of a replacement schedule for all necessary equipment;
9. Appointment of one ETSB member to the team designated to negotiate the collective bargaining agreement with the Telecommunicators;

The ETSB shall meet monthly, or as otherwise regularly scheduled, to address the business of the ETSB and to receive reports from the Manager and Coordinator regarding 911 System and LIV COM operations.

The Chair of the ETSB shall cause an annual written report to be provided to the AZES Committee at its March meeting, and to the governing bodies of the entities that adopt this agreement. The annual report shall outline the activities of the ETSB (e.g., services rendered, staffing levels, budgetary status, equipment replacements and/or upgrades, and any other

pertinent information that may be requested by the AZES Committee) for the previous fiscal year. The Chair, or a designee, shall appear at the March meeting to present the report and answer questions of the AZES Committee concerning the contents of the report and general matters regarding the ETSB.

The Chair of the ETSB shall also cause a proposed annual budget to be presented to the AZES Committee and to the governing bodies of all entities that adopt this agreement.

III. PERSONNEL POLICY AND POSITIONS:

The ETSB shall follow the policies and procedures of the County with regard to salary schedules, salary increases, employee benefits and employee personnel policies involving the hiring and termination procedures.

The 911 Coordinator and Communications Manager are County employees for purposes of insurance and benefits. The hiring procedures for each position are outlined in this agreement and will be subject to the termination procedures of the County's personnel policy. The ETSB agrees to limit any pay increase for the 911 Coordinator to not more than the percentage increase provided to the employees subject to the collective bargaining agreement, and to base any pay increase on a yearly performance review.

911 Coordinator –

The 911 Coordinator shall be subject to the direction and oversight of the ETSB and shall have the duties and responsibilities outlined in the detailed job description on file in the County's Human Resources Department.

The position of 911 Coordinator, upon vacancy, will be selected by the ETSB with the assistance of the Livingston County Human Resources Department.

The 911 Coordinator will be a salaried position and will be considered a Livingston County Employee subject to the provisions of the Livingston County Employee Personnel Policy, excluding any policy affecting salary and/or employment decisions.

Communications Manager –

The Communications Manager shall be subject to the direction and oversight of the ETSB and shall have the duties and responsibilities outlined in the detailed job description on file in the County's Human Resources Department.

The position of Communications Manager, upon vacancy, will be selected by team comprised of at least one (1) member of the ETSB and one (1) member of the AZES Committee, with the assistance of the Livingston County Human Resources Department.

The Communications Manager will be a salaried position and will be considered a Livingston County Employee subject to the provisions of the Livingston County Employee Personnel Policy.

Telecommunicator –

The Telecommunicators shall have the job description and duties outlined in the collective bargaining agreement governing their employment.

The Telecommunicators will be considered Livingston County Employees subject to the provisions of the Livingston County Employee Personnel Policy for any matter not specifically addressed by the collective bargaining agreement.

IV. ORGANIZATIONAL STRUCTURE:

The organization and operation of the ETSB and LIV COM services for Livingston County shall be as follows:

The ETSB shall be the governing and oversight board for all 911 and LIV COM operations. The ETSB will be subject to the statutory appointment power of the Livingston County Board Chair and subject to the statutory disbursement authority of the Livingston County Board ("County Board").

All issues, requests, and proposals the ETSB may wish to bring before the County Board shall be done via the AZES Committee.

The 911 Coordinator and the Communications Manager will be considered co-equal positions, both subject to the direction and oversight of the ETSB.

The Communications Manager will, consistent with the directions of the ETSB and the collective bargaining agreement, directly manage the Telecommunicators and the day to day operations of LIV COM.

The ETSB Chairman will appoint a Secretary, either an ETSB Board Member or a County Employee, to provide services to include meeting notices, agendas, and taking and maintaining minutes of meetings.

V. FUNDING:

The funding for the operation and maintenance of the 911 System and LIV COM shall come from three (3) sources:

1. Monthly landline service charges, pursuant to statute;
2. Monthly wireless fees, pursuant to statute; and
3. Contract fees from the various municipalities, Livingston County, and police, emergency medical services, and fire protection districts utilizing the services rendered by the 911 System and LIV COM.

The ETSB will use the funds collected for the expenses of operating and maintaining the 911 System and LIV COM, including payment of the cost of salaries and associated employee benefits of the Manager, Coordinator, Secretary, and Telecommunicators.

The funds to be used for the salaries and employee benefits, including but not limited to state and federal withholding, IMRF, unemployment, FICA, Medicare, optometric, dental and health insurance, and any other similar benefits, as well as general liability, automobile liability, and workers compensation insurance deductibles, shall all come exclusively from the three (3) funding sources set forth above.

VI. UTILIZATION OF COUNTY SERVICES:

The ETSB will continue to utilize the current building space in the Livingston County Public Safety Complex as agreed between the ETSB and the County.

The ETSB will utilize the Office of the Livingston County Treasurer ("Treasurer") to collect, hold, and disburse the revenue collected from the aforementioned sources. The revenue shall be paid to, collected, and held by the Treasurer in a separate interest bearing account, or accounts, pursuant to 50 ILCS 750/15.4(c). The ETSB will manage said funds and will be responsible for directing the disbursement of payments.

The ETSB will utilize the Accounting Department of the Office of the Livingston County Clerk ("Bookkeeping"), to provide the necessary bookkeeping and payroll services for all ETSB employees. Bookkeeping will provide payroll services in the usual and customary manner provided to all other county departments, and will include the ETSB in the yearly audit. The ETSB will reimburse the County, at least monthly, for any benefit payments paid by the County as part of its usual and customary bookkeeping salary disbursement practices.

The ETSB will utilize the services and expertise of the Information Technology and Human Resources Departments of Livingston County.

The ETSB will utilize the Office of the Livingston County State's Attorney ("State's Attorney") for any and all legal representation, as required by statute, unless the State's Attorney authorizes the use of other counsel to act on behalf of the ETSB.

VII. COLLECTIVE BARGAINING:

The ETSB will engage in collective bargaining in advance of the expiration of the current collective bargaining agreement governing the employment of the Telecommunicators, and as scheduled by the parties in subsequent contract termination years.

A negotiating team will represent the interests of the ETSB and the County in the collective bargaining negotiations. The ETSB Chair will appoint one (1) police, emergency medical services, or fire protection district member of the ETSB (which may be the Chair) and the Manager to the negotiating team. The AZES Committee will appoint one (1) member of its committee to be a part of the negotiating team, or may defer to the appointment of any other County Board member who may have been previously appointed by the County Board Chair to engage in all collective bargaining negotiations on behalf of the County.

The ETSB and County will be legally represented and supported in the collective bargaining process by the State's Attorney, unless other counsel is authorized to act. The ETSB will be responsible for the cost of fees associated with the representation and support provided by the State's Attorney, or other counsel, during the collective bargaining process.

VIII. AMENDMENTS / MODIFICATIONS:

This Agreement may be amended or modified at any time, provided that such amendments or modifications are mutually agreed upon, reduced to written form, and approved by the ETSB and the County Board.

IX. PRIORITY:

This Agreement shall be binding upon all parties that adopt the intergovernmental agreements of which this Agreement is made a part. This Agreement shall supersede all prior verbal or written understandings or agreements between or among any of the parties. To the extent that there exists a conflict between the prior verbal or written understanding or agreements and this Agreement, the terms and conditions of this Agreement shall control.



Marty Fannin, Chairman
Livingston County Board

Dated: 9/13/13



Tim Henson, Chairman
Emergency Telephone System Board

Dated: 10-02-13

EXHIBIT B: Livingston County Board County Ordinance No. 1991-1

Date MAY 23 1991
Arnold E. Pate
County Clerk and Recorder

EXHIBIT B

AN ORDINANCE ESTABLISHING AN EMERGENCY TELEPHONE SYSTEM BOARD IN
LIVINGSTON COUNTY, ILLINOIS

WHEREAS, the State of Illinois has enacted into law the
Emergency Telephone System Act, Ill. Rev. Stat., Chapter 134,
Paragraph 31 et seq., as amended (the "Act"); and

WHEREAS, the Act mandates the establishment of an Emergency
Telephone System Board (ETSB) by the County Board of any County
that imposes a surcharge pursuant to Section 15.3 of the Act,
Ill. Rev. Stat., Chapter 134, Paragraph 45.3; and

WHEREAS, a majority of the legal voters voting on the
referendum presented to them at the April 2, 1990 General
Election voted in favor of the imposition of the surcharge; and

WHEREAS, the County Board of Livingston County shall impose
a surcharge pursuant to law; and

WHEREAS, the County Board of Livingston County must now
create and establish an ETSB.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF LIVINGSTON
COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: That the foregoing recitals are hereby incorporated
by reference as if fully set forth within this Section One.

SECTION TWO: There is created and established an ETSB to
operate and maintain an Emergency Telephone System, known as a
9-1-1 System.

SECTION THREE: The ETSB shall consist of seven (7) members to be appointed by the Chairman of the Livingston County Board, with the advice and consent of the Livingston County Board, said appointments to be as follows:

1. Donald M. Wall, Chairman for a term of 3 years
2. William Carter, Vice-chairman for a term of 3 years.
3. Ron Hack for a term of 3 years.
4. Mike Katcher for a term of 3 years.
5. Alex McWilliams for a term of 3 years.
6. Robert Braun for a term of 3 years.
7. Don Estes for a term of 3 years.

SECTION FOUR: The powers and duties of the ETSB shall include, are not limited to, the following:

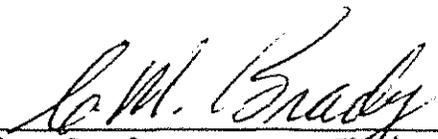
- (a) Planning a 9-1-1 system;
- (b) Coordinating and supervising the implementation, upgrading and maintenance of the 9-1-1 system, including the establishment of equipment specifications and coding systems;
- (c) Receiving monies from the surcharge imposed and from any other source, for deposit into the Emergency Telephone System Fund to be maintained by the Treasurer of Livingston County, Illinois;
- (d) Authorizing all disbursements from the Emergency Telephone System Fund in accordance with Illinois Revised Statutes,
- (e) Hiring, on a temporary basis, any staff necessary for the implementation or upgrade of the 9-1-1 system;
- (f) Making and entering into contracts;
- (g) Acquiring, holding, and disposing of property;
- (h) Incurring debts, liabilities, or obligations necessary for the accomplishment of its purposes;
- (i) Taking any and all other actions necessary and incidental to achieve its purposes;

(j) Obtaining any and all types of insurance to protect itself and Livingston County from all claims, accidents, and losses; and

(k) Adopting By-laws, Rules, and Regulations to govern its internal operations.

SECTION SIX: This Ordinance shall be in full force and effect upon approval by; the County Board of Livingston County, Illinois.

APPROVED at the regular meeting of the Livingston County Board on the 14th of May, 1991.



Charles Brady Chairman

ATTEST:

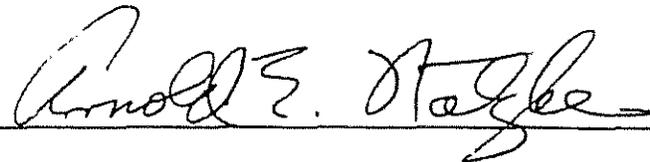


EXHIBIT C: Livingston County Code Chapter 16, Article III

EXHIBIT C

ARTICLE III. - EMERGENCY 911 TELEPHONE SYSTEM DIVISION 1. - GENERALLY

Sec. 16-215. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Network connection—the number of voice grade communication channels directly between a subscriber and a telecommunications carrier's public switched network without the intervention of any other telecommunications carriers switched network which would be required to carry the subscriber's interpremises traffic.

Service address—the location of the subscriber's telecommunications facilities accessing the network connection that is subject to the surcharge. If this is not a defined location, the term "service address" shall mean the location of a subscriber's primary use of the network connection as defined by telephone number, authorization code, or location in the state where bills are sent.

Telecommunications carrier—any natural individual, firm, trust, estate, partnership, association, joint stock company, joint venture, corporation, municipal corporation or political subdivision of the state, or a receiver, trustee, conservator or other representative appointed by order of any court engaged in the business of transmitting messages by means of electricity.

(Ord. No. 1991-1, § 6, 1-15-1991)

Secs. 16-216—16-238. - Reserved.

DIVISION 2. - BOARD

Sec. 16-239. - Appointment of members.

The emergency 911 telephone system board (ETSB) shall consist of ten members to be appointed by the chairperson of the county board, with the advice and consent of the county board. The members shall serve staggered terms as provided by the county board, except for the county sheriff who shall serve a term coinciding with his term as county sheriff.

(Ord. No. 1994-2, §§ 1, 3, 5-10-1994; Ord. No. 1996-1, § 1, 1-9-1996)

State Law reference— County and municipal emergency telephone system boards, 50 ILCS 750/15.4.

Sec. 16-240. - Filling of vacancies in office.

In the event of a vacancy, resignation, removal or refusal to act, the county chairperson shall appoint a successor with the advice and consent of the county board for the unexpired term and until a successor is appointed.

(Ord. No. 1996-1, § 2, 1-9-1996)

Sec. 16-241. - Powers and duties.

The powers and duties of the emergency 911 telephone system board (ETSB) shall be as established by the county board and shall include the hiring of permanent staff necessary for the implementation, upgrade and continuous operation and maintenance of the 911 system.

(Res. No. 1994-3, § 4, 6-14-1994)

Secs. 16-242—16-260. - Reserved.

DIVISION 3. - SURCHARGES

Sec. 16-261. - Levy.

A surcharge is hereby imposed as provided in this article, upon the monthly billed subscribers of telecommunication carriers residing within the county for the funding of a 911 emergency telephone system. A monthly bill subscriber shall be deemed to reside within the county if his service address is located within the county.

(Ord. No. 1991-1, §§ 2, 5, 1-15-1991)

Sec. 16-262. - Certified list of exempt entities.

The county clerk of the county shall provide any telecommunication carriers collecting the surcharge with a certified list of those network connections assigned to governmental entities, which provide police, firefighting, medical, and other emergency services, to be exempt from imposition of the surcharge. The certified list may be revised by the emergency 911 telephone system board (ETSB) on 60 days' prior written notice provided to the telecommunications carriers.

(Ord. No. 1991-1, § 7, 1-15-1991)

Sec. 16-263. - Effective date of surcharge increases.

Any increases in the surcharge shall be imposed not later than 90 days from the date the county clerk of the county certifies to the telecommunication carriers who are required to collect the surcharge that a referendum approving the increase has passed.

(Ord. No. 1991-1, § 8, 1-15-1991)

Sec. 16-264. - Payment of surcharge; return form information.

Every telecommunication carrier subject to this article shall remit to the county treasurer the amount of the surcharge collected for each calendar month within 30 days following expiration of each month to which the surcharge applies, less any network or other 911 or sophisticated 911 system charge then due to the particular telecommunication carrier as shown on an itemized bill and the three percent accounting and collection charge permitted under this article. The remittance shall be accompanied by a completed return form, providing the following information:

- (1) The name of the telecommunication carrier.
- (2) The telecommunication carrier's principal place of business.
- (3) The number of network connections to which the surcharge applies.
- (4) The amount of surcharge collected.
- (5) Such other reasonable and related information as the corporate authorities may require.

(Ord. No. 1991-1, §§ 10, 11, 1-15-1991)

Sec. 16-265. - Deduction for expenses incurred by carrier.

Each telecommunication carrier is hereby authorized and directed to deduct three percent from the gross amount of the surcharge collected prior to remittance as reimbursement for the expense of accounting and collecting the surcharge.

(Ord. No. 1991-1, § 9, 1-15-1991)

Sec. 16-266. - Overpayment credits.

If it shall appear that an amount of surcharge has been paid which was not due under the provisions of this article, whether as the result of a mistake of fact or an error of law, then such amount shall be credited against any surcharge due, or to become due, under this article; provided that no amounts erroneously paid more than three years prior to the filing of a claim therefore shall be so credited. Ninety days' prior notice shall be given to the emergency 911 telephone system board (ETSB) on any credit against a surcharge due.

(Ord. No. 1991-1, § 12, 1-15-1991)

Sec. 16-267. - Limitation of actions for recovery of surcharge.

No action to recover any amount of surcharge due under the provisions of this article shall be commenced more than three years after the due date of such amount.

(Ord. No. 1991-1, § 13, 1-15-1991)

Secs. 16-268—16-297. - Reserved.

EXHIBIT D: Livingston County ETSB Account Summary Sheet

EXHIBIT D

Department: ETSB - 911
 Department Dir: Candice Bradshaw
 Division: Emergency Telephone System Board

| 550-10-990 Account # | Account Description | Accrued 2012 Actual | Accrued 2013 Actual | Actual FY 14 | Cash 2015 Budget | 2015 Estimated | 2016 Budget |
|-----------------------------------|---|---------------------------|---------------------------|-----------------|------------------------|-------------------|-----------------|
| Includes Reserve) | | 426,328 | 341,457 | 30,685 | 35,623 | 30,085 | 6,518 |
| Revenues | | | | | | | |
| 3500-000 | Teleco Receipts | 227,969 | 207,914 | 192,972 | 198,000 | 195,000 | 195,000 |
| 3700-000 | Receipts - Other | 0 | 0 | 0 | 0 | 0 | 0 |
| 3810-001 | Interest - NOW Account | 75 | 34 | 33 | 30 | 20 | 25 |
| 3810-003 | Interest - Investments | 801 | 374 | 0 | 0 | 0 | 0 |
| 3900-000 | Interfund Transfers | 33,735 | 34,352 | 34,631 | 0 | 27,851 | 36,500 |
| Total Cash Income | | 262,581 | 242,675 | 227,636 | 198,030 | 222,871 | 231,525 |
| Expenses | | | | | | | |
| 4101-000 | Department Head | 54,058 | 57,375 | 59,773 | 59,570 | 59,570 | 61,060 |
| 4110-000 | Wages | 19,912 | 9,819 | 0 | 0 | 0 | 0 |
| 4203-000 | Social Security Expense | 5,684 | 5,053 | 4,346 | 4,570 | 4,570 | 4,671 |
| 4204-000 | SLJTA Expense (Formerly 423 | 149 | 143 | 395 | 412 | 412 | 383 |
| 4205-000 | Health Insurance Expense | 6,917 | 7,745 | 6,837 | 8,000 | 7,800 | 9,280 |
| 4207-000 | Life Insurance Expense | 19 | 19 | 19 | 20 | 20 | 20 |
| 4230-000 | Unemployment Expense | 0 | 0 | 0 | 0 | 0 | 0 |
| 4300-000 | Contractual Service | 0 | 0 | 0 | 0 | 0 | 0 |
| 4303-000 | Audit | 0 | 0 | 0 | 0 | 0 | 0 |
| 4304-000 | Professional Services - Legal | 342 | 0 | 0 | 0 | 0 | 0 |
| 4305-000 | Contractual Agreements/Service | 2,699 | 8,980 | 9,824 | 11,337 | 13,000 | 15,000 |
| 4305-310 | Map/Address Expense | 0 | 525 | 266 | 800 | 500 | 600 |
| 4305-318 | DTN/Weather Tap | 84 | 0 | 0 | 85 | 85 | 85 |
| 4305-*** | **Danka | 0 | 0 | 0 | 0 | 0 | 0 |
| 4305-*** | **Generator Maintenance | 0 | 0 | 0 | 0 | 0 | 0 |
| 4305-*** | **UPS Maintenance Contract | 0 | 0 | 0 | 0 | 0 | 0 |
| 4305-*** | **Manpower | 0 | 0 | 0 | 0 | 0 | 0 |
| 4305-*** | **Licenses | 0 | 0 | 0 | 0 | 0 | 0 |
| 4305-*** | **Contractual Agreements | 0 | 0 | 0 | 0 | 0 | 0 |
| 4313-000 | Repair/Maintenance (Included in 4313-323) | 0 | 0 | 0 | 0 | 0 | 0 |
| 4313-320 | Building Maintenance | 500 | 1,395 | 1,400 | 1,200 | 1,200 | 1,400 |
| 4313-323 | Equipment Repair Incl 911 Eq | 6,657 | 879 | 1,161 | 2,000 | 100 | 1,500 |
| 4313-324 | Computer Repair/Expense | 79 | 394 | 0 | 1,000 | 1,200 | 500 |
| 4313-*** | 911 Equipment Repair - See 4313-323 | 0 | 0 | 0 | 0 | 0 | 0 |
| 4320-000 | Educational Conf/Training | 727 | 966 | 953 | 2,500 | 500 | 2,500 |
| 4321-000 | Travel/Meetings | 0 | 0 | 0 | 0 | 0 | 0 |
| 4322-000 | Mileage | 1,582 | 954 | 495 | 1,500 | 1,000 | 1,000 |
| 4323-000 | Board Mileage (Auto Allowan | 680 | 826 | 253 | 500 | 400 | 400 |
| 4330-000 | Telephones | 135,375 | 128,436 | 131,499 | 140,000 | 135,000 | 135,000 |
| 4330-330 | Telephones - Cell | 0 | 0 | 0 | 0 | 0 | 0 |
| 4331-000 | Postage & Shipping | 471 | 693 | 198 | 600 | 325 | 500 |
| 4332-000 | Printing | 740 | 0 | 0 | 500 | 100 | 500 |
| 4333-000 | Subscriptions/Periodicals/Boo | 0 | 0 | 0 | 0 | 0 | 0 |
| 4334-000 | Dues & Memberships (License | 951 | 911 | 712 | 1,000 | 1,056 | 1,200 |
| 4338-000 | Insurance | 0 | 0 | 0 | 0 | 0 | 0 |
| 4380-000 | Marketing/Public Education | 869 | 832 | 631 | 1,500 | 800 | 1,500 |
| 4401-000 | Office Supplies | 3,167 | 3,220 | 2,381 | 5,000 | 3,000 | 3,500 |
| 4430-000 | Electricity | 4,503 | 10,654 | 10,524 | 14,000 | 13,500 | 13,000 |
| 4440-000 | Operational Supplies | 2,194 | 1,939 | 1,360 | 2,500 | 1,800 | 2,000 |
| 4480-420 | Health/Uniform Reimburseme | 1,000 | 1,079 | 1,000 | 1,500 | 500 | 1,500 |
| 4490-500 | Other Supplies | 660 | 0 | 660 | 0 | 0 | 0 |
| 4490-510 | Flowers | 0 | 0 | 0 | 0 | 0 | 0 |
| 4504-000 | New Equipment | 2,042 | 0 | 0 | 3,000 | 0 | 3,000 |
| 4308-000 | Communication Equipment-Moved to Radio | 0 | 0 | 0 | 0 | 0 | 0 |
| 4504-504 | Radio Equipment | 0 | 0 | 0 | 0 | 0 | 0 |
| 4699-999 | Contingency | 2,183 | 2,253 | 0 | 10,000 | 0 | 10,000 |
| 4700-001 | Transfer to Other Funds | 42,337 | 80,550 | 16,412 | 0 | 0 | 0 |
| Total Expenditures | | 296,583 | 325,640 | 265,106 | 273,094 | 246,438 | 270,099 |
| Net Operating Gain (Loss) | | (34,002) | (82,965) | (15,842) | (75,064) | (23,567) | (38,574) |
| Ending Cash Balances | | 392,326 | 258,492 | 35,623 | (39,441) | 6,518 | (32,056) |
| 4550-000 | Depreciation Expense | 30,868 | 35,258 | 28,665 | 0 | 0 | 0 |
| Current Year Depreciation Reserve | | 0 | 0 | 0 | 0 | 0 | 0 |
| Net Gain (Loss) | | 341,458 | 223,234 | 6,958 | (39,441) | 6,518 | (32,056) |

| 552-10-992 Account # | Account Description | Accrued 2012 Actual | Accrued 2013 Actual | Actual FY 14 | Cash 2015 Budget | 2015 Estimated | 2016 Budget |
|--|-----------------------------------|---------------------------|---------------------------|-----------------|------------------------|-------------------|-----------------|
| Beginning Fund Balances (Includes I | | 84,587 | 201,420 | 16,822 | (11,503) | 47,591 | 106,169 |
| Revenues | | | | | | | |
| 3200-000 | Government Agency Revenue | 434,220 | 434,220 | 448,500 | 461,201 | 475,000 | 470,000 |
| 3300-000 | Fire & Ambulance Fees | 43,903 | 43,903 | 51,287 | 56,249 | 56,375 | 58,000 |
| 3400-000 | Other Receipts* | 40 | 26 | 137 | 0 | 0 | 15 |
| 3810-001 | Interest - Investments | 164 | 163 | 168 | 125 | 125 | 120 |
| 3900-000 | Interfund Transfers | 237,337 | 220,550 | 276,412 | 0 | 294,631 | 294,631 |
| | *County Transfer for Radios | 124,086 | | | | | |
| | Total Cash Income | 839,751 | 698,863 | 776,504 | 517,575 | 826,131 | 822,766 |
| Expenses | | | | | | | |
| 4101-000 | Department Head | | 35,470 | 50,638 | 52,265 | 52,374 | 53,571 |
| 4110-000 | Employee Wages | 499,944 | 489,119 | 442,285 | 460,693 | 440,000 | 532,500 |
| 4130-000 | Overtime | | | 64,150 | 34,550 | 61,150 | 37,414 |
| 4203-000 | Social Security Expense | 36,977 | 38,480 | 40,851 | 41,900 | 42,200 | 48,000 |
| 4204-000 | SUTA Expense | 880 | 1,055 | 4,701 | 5,765 | 5,765 | 4,975 |
| 4205-000 | Health Insurance Expense | 79,671 | 81,963 | 76,920 | 82,000 | 85,250 | 94,055 |
| 4207-000 | Life Insurance Expense | 202 | 206 | 216 | 250 | 250 | 263 |
| 4305-000 | Other Prof/Tech Serves | 2,386 | 4,420 | 4,466 | 2,500 | 2,950 | 5,000 |
| 4305-318 | LEADS/LEMS | 4,370 | 5,023 | 5,082 | 5,100 | 5,100 | 5,100 |
| 4305-324 | Maintenance Agrmnts (NeverF | 15,080 | 12,101 | 2,910 | 15,000 | 12,000 | 5,000 |
| | Lease/DTN | | | | | | |
| | Licenses | | | | | | |
| 4305-*** | Contractual Agreements | | | | | | |
| 4313-000 | Repair/Maintenance | 342 | 185 | 0 | 0 | 0 | 0 |
| 4313-320 | Building Maintenance | | | | | | |
| 4313-323 | Equipment Repair | | | | | | |
| 4313-323,324 | Computer Repair/Expense | 1,136 | 2,042 | 3,149 | 3,000 | 5,200 | 3,000 |
| 4313-325 | Radio Repair/Maintenance | 7,299 | 5,675 | 18,754 | 7,500 | 9,750 | 10,000 |
| 4315-000 | Tower Lease | 12,750 | 12,500 | 12,915 | 12,500 | 12,500 | 12,500 |
| 4315-323 | Equipment Rental | | | | | | |
| 4320-000 | Educational Conf/Training | 2,195 | 1,103 | 3,612 | 9,000 | 6,000 | 12,000 |
| 4321-000 | Travel & Meetings | | | | | | |
| 4322-000 | Mileage | 918 | 1,391 | 1,972 | 2,900 | 2,700 | 1,900 |
| 4332-000 | Printing | 0 | 0 | 0 | | | |
| 4333-000 | Subscriptions | | | | | | |
| 4334-000 | Dues & Memberships | 3,062 | 1,517 | 1,090 | 1,500 | 1,100 | 1,200 |
| 4338-000 | Insurance | | | | | | |
| 4399-000 | New Hire Expense | 4,053 | 1,702 | 175 | 3,000 | 0 | 1,500 |
| 4401-000 | Office Supplies | 50 | 0 | 0 | 0 | 0 | 0 |
| 4430-000 | Electricity | 33 | 0 | 30 | 0 | 0 | 0 |
| 4430-100 | Tower Fees | 4,757 | 364 | 357 | 500 | 500 | 425 |
| 4431-000 | Heat/Gas | 0 | 0 | 0 | 0 | 0 | 0 |
| 4440-000 | Operational Supplies | 134 | 78 | 0 | 0 | 0 | 0 |
| 4480-000 | Reimbursement | 1,070 | 2,864 | 2,395 | 4,200 | 4,200 | 4,200 |
| 4480-420 | Health & Uniform Reimburse | 10,837 | 8,836 | 12,173 | 13,000 | 13,500 | 17,550 |
| 4504-000 | New Equipment: | 3,839 | 3,362 | 15,863 | 5,000 | 700 | 7,500 |
| 4504-501,502 | Radio | 0 | 266 | 0 | 3,000 | 700 | 6,000 |
| 4308-000 | Communication Equipment | | | | | | |
| 4550-000 | Depreciation | | | | | | |
| 4699-999 | Contingency | 0 | 0 | 548 | 10,000 | 3,664 | 10,000 |
| | Total Expenditures | 691,985 | 709,722 | 765,252 | 775,123 | 767,553 | 873,653 |
| | Net Operating Gain (Loss) | 147,766 | (10,859) | 11,252 | (257,548) | 58,578 | (50,887) |
| | Ending Cash Balance | 232,353 | 190,561 | 28,074 | (269,051) | 106,169 | 55,282 |
| | Depreciation Expense | 30,933 | 33,661 | 6,928 | 0 | 0 | 0 |
| | Current Year Depreciation Reserve | | | | | | |
| | Net Gain (Loss) | 201,420 | 156,900 | 21,146 | (269,051) | 106,169 | 55,282 |

Department: ETSB - Wireless

Department Dir: Candice Bradshaw

Division: Wireless

| 554-10-994 Account # | Account Description | Accrued 2012 Actual | Accrued 2013 Actual | 2014 Actual | 2015 Budget | 2015 Estimated | 2016 Budget |
|------------------------------------|--|---------------------------|---------------------------|------------------|----------------|-------------------|------------------|
| Beginning Fund Cash Balance | | 563,031 | 548,531 | 519,317 | 494,905 | 391,245 | 400,057 |
| Revenue | | | | | | | |
| 3600-000 | Wireless Receipts | 218,999 | 208,265 | 193,319 | 194,000 | 194,000 | 208,265 |
| 3810-001 | Interest - NOW Account | 129 | 96 | 68 | 100 | 25 | 60 |
| 3600-002 | Interest - Investments | 3,941 | 1,947 | 1,311 | 1,275 | 1,150 | 1,000 |
| 3900-000 | Interfund Transfers | 22,337 | | | | | |
| 3991-000 | Insurance Proceeds | | 31,838 | | | | |
| | Total Cash Income | 245,406 | 242,146 | 194,698 | 195,375 | 195,175 | 209,325 |
| Expenses | | | | | | | |
| 4100-000 | Wages and Benefits | 33,735 | | | | | |
| 4305-000 | Other Professional/Technical S | 811 | 259 | 538 | 1,500 | 300 | 1,500 |
| 4305-*** | Contractual Services (Attorney-Accountant) | | | | | | |
| 4305-310 | Mapping/GeoCom | 6,880 | 6,880 | 7,000 | 7,000 | 7,100 | 7,100 |
| 4305-*** | Maintenace & Repairs | | | | | | |
| 4313-323 | Equipment Maintenance & Repair | | | 0 | 10,000 | 0 | 3,000 |
| 4313-324 | Computer Repair & Expense | 0 | 150 | 225 | 1,500 | 0 | 0 |
| 4320-000 | Educational Conference/Train | 0 | 144 | 0 | 500 | 0 | 500 |
| 4321-000 | Travel/Meetings | | | | | | |
| 4322-000 | Mileage | 109 | 42 | 0 | 100 | 0 | 0 |
| 4330-000 | Telephone | | | | | | |
| 4330-330 | Cell Phones | 1,034 | 1,103 | 1,049 | 1,116 | 1,100 | 1,100 |
| 4331-000 | Postage/Shipping | | | | | | |
| 4400-000 | Operational Supplies | | | | | | |
| 4504-000,502 | New Equip/Phase II Zetron Up | 0 | 0 | 0 | 0 | 0 | 0 |
| 4599-000 | Equipment | 0 | 0 | 0 | 0 | | 0 |
| 4699-999 | Contingency | 0 | 0 | 0 | 2,500 | 0 | 2,500 |
| 4700-000 | Transfer to Other Funds (Disp | 0 | 139,884 | 294,631 | 0 | 294,631 | 294,631 |
| 4700-550 | Transfer to Other Funds (911) | 217,337 | 34,468 | 0 | 0 | | 36,500 |
| | Total Expenditures | 259,906 | 182,930 | 303,443 | 24,216 | 303,131 | 346,831 |
| | Net Operating Gain (Loss) | (14,500) | 59,216 | (108,745) | 171,159 | (107,956) | (137,506) |
| | Ending Cash Balance | 548,531 | 607,747 | 410,572 | 666,064 | 283,289 | 262,551 |
| | Depreciation Expense | | 1,630 | 6,252 | | | |
| | Current Year Depreciation Reserve | | | 25,000 | | | |
| | Net Gain (Loss) | 548,531 | 606,117 | 379,320 | 666,064 | 400,057 | 262,551 |

EXHIBIT E: Statement of Streator's ETS Fund Account



STREATOR HOME SAVINGS BANK

132 SOUTH MONROE STREET
P.O. BOX 709
STREATOR, ILLINOIS 61364-0709
www.streatorhome.com

EXHIBIT E

STATEMENT

000274

STREATOR 911 E T S B BOARD
% CITY HALL
204 S BLOOMINGTON
STREATOR IL 61364-2996

SUMMARY OF YOUR ACTIVITY
STATEMENT DATE **SEP 30 15**

DEBITS 2
ENDING BALANCE = 170671.46



HAVE YOU SIGNED UP FOR INTERNET
BANKING TODAY?
WWW.STREATORHOME.COM

| NOW ACCOUNT | | SEP 01 15 | | WITHDRAWALS | DEPOSITS | BALANCE SUMMARY |
|--------------------|----------------------------------|-----------|--|-------------|----------|-----------------|
| ACTIVITY BEGINNING | | | | | | \$ 158821.91 |
| SEP 04 | DEPOSIT STREATOR HOME S | | | | 21.82 | \$ 158843.73 |
| SEP 09 | DEPOSIT STREATOR HOME S | | | | 23099.56 | \$ 181943.29 |
| SEP 09 | VZB TX 2206 | | | 48.72 | | \$ 181894.57 |
| | PAYMENTS ARC | | | | | |
| SEP 10 | FRONTIER CITIZEN 2203 | | | 1897.30 | | \$ 179997.27 |
| | CHECKPAYMT ARC | | | | | |
| SEP 10 | CHECK NUMBER 2205 REF #913056849 | | | 10112.42 | | \$ 169884.85 |
| SEP 10 | CHECK NUMBER 2207 REF #913057071 | | | 600.00 | | \$ 169284.85 |
| SEP 11 | FRONTIER CITIZEN 2204 | | | 648.71 | | \$ 168636.14 |
| | CHECKPAYMT ARC | | | | | |
| SEP 15 | DEPOSIT STREATOR HOME S | | | | 1770.97 | \$ 170407.11 |
| SEP 18 | DEPOSIT STREATOR HOME S | | | | 23.28 | \$ 170430.39 |
| SEP 22 | DEPOSIT STREATOR HOME S | | | | 220.42 | \$ 170650.81 |
| SEP 30 | INTEREST PAID 9/01 THROUGH 9/30 | | | | 20.65 | \$ 170671.46 |

CHECKS PAID ON YOUR ACCOUNT

| CHECK | DATE | AMOUNT | CHECK | DATE | AMOUNT | CHECK | DATE | AMOUNT |
|-------|-------|---------|-------|-------|----------|-------|-------|--------|
| 2203 | 09/10 | 1897.30 | 2205 | 09/10 | 10112.42 | 2207 | 09/10 | 600.00 |
| 2204 | 09/11 | 648.71 | 2206 | 09/09 | 48.72 | | | |

THE AVERAGE BALANCE FOR 01-80012416 IN THIS STATEMENT PERIOD WAS \$ 167506.95

.15% ANNUAL PERCENTAGE YIELD EARNED IS BASED ON \$ 20.65 INTEREST EARNED FOR 30 DAYS

INTEREST PAID THIS YEAR: \$ 77.47

INTEREST RATE AS OF:
SEP 01 00.15

ORDINANCE 2015/16-27

AN ORDINANCE SUSPENDING OPERATIONS OF THE CITY OF STREATOR'S
EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, the city of Streator has previously established an Emergency Telephone System Board (the "Streator ETSB").

WHEREAS, on November 10, 2015, the City Council of the City of Streator approved and adopted an Intergovernmental Agreement (the "IGA") which, among other things, provides for combining the city of Streator's ETSB with Livingston County's Emergency Telephone System Board (the "Livingston County ETSB") and adopting the Governance Agreement for the provision of emergency ("911") and non-emergency telephone services and centralized dispatching services by the Livingston County ETSB.

WHEREAS, the IGA establishes the Livingston County ETSB as a Joint Emergency Telephone System Board in conformity with Section 15.4 of the Emergency Telephone System Act, 50 ILCS 750/1 *et seq.*, and outlines and defines the duties and powers of the Livingston County ETSB in compliance with the Emergency Telephone System Act and the Wireless Emergency Telephone Safety Act.

WHEREAS, upon the Illinois Commerce Commission's (the "ICC") approval of a petition dismissing the Operating Authority of Streator's ETSB and authorizing Streator to incorporate its 9-1-1 Emergency Telephone Dispatch System into the Livingston County's ETSB, the IGA provides:

- a. for the disposition of existing and future 9-1-1 surcharge funds received by the city of Streator pursuant to Section 15.3 of the Emergency Telephone System Act and Section 17 of the Wireless Emergency Telephone Safety Act and
- b. Streator's 9-1-1 Center will operate as a Public Safety Answering Point under Livingston County's Operating Authority until Streator's operations are moved to and incorporated into the LIV COM Communications Center for Centralized Dispatch for Livingston County, Illinois.

WHEREAS, the city of Streator ETSB shall not operate as an Emergency Telephone System Board unless and until the city of Streator terminates its membership with the Livingston County ETSB and receives approval from the ICC, as evidenced by an order of the ICC, to once again operate as an Emergency Telephone System Board and receive surcharge funds collected pursuant to the city of Streator's approved 9-1-1 surcharge referendum.

THEREFORE BE IT ORDAINED by the Mayor and City Council of the city of Streator, LaSalle and Livingston Counties, as follows.

SECTION 1: Recitals. The foregoing recitals are a material part of this Ordinance and are incorporated herein as if they were fully set forth in this Section.

SECTION 2: Suspension of the City of Streator ETSB. The city of Streator ETSB shall suspend operating as an Emergency Telephone System Board as of the date the ICC permits it to operate with the Livingston County ETSB as a Joint Emergency Telephone System for its members. The city of Streator ETSB shall not operate as an Emergency Telephone System Board unless and until the city of Streator terminates its membership with the Livingston County ETSB and receives approval from the ICC, as evidenced by an order of the ICC, to once again operate as an Emergency Telephone System Board and receive surcharge funds collected pursuant to the city of Streator's approved 9-1-1 surcharge referendum.

SECTION 3: Repealer. The specific terms and conditions of this Ordinance shall prevail against other existing ordinances of the City to the extent there may be any conflict. All existing ordinances of the City which directly conflict with the terms of this Ordinance are herein repealed.

SECTION 4: Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as provided by law.

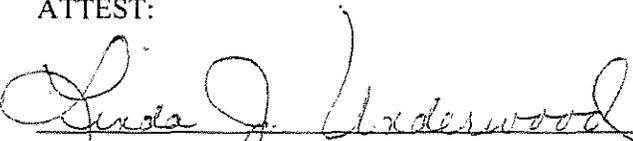
Passed by the City Council of the City of Streator, LaSalle and Livingston Counties, Illinois at a special meeting thereof, held on the 10th day of November, 2015.

APPROVED:



Jimmie D. Lansford, Mayor

ATTEST:



Linda J. Underwood, City Clerk (SEAL)

| RECORD OF THE VOTE | Yes | No | Abstain | Absent |
|---------------------------|-----|----|---------|--------|
| Mayor Jimmie D. Lansford | √ | | | |
| Councilwoman Tara Bedei | √ | | | |
| Councilman Ed Brozak | √ | | | |
| Councilman Brian Crouch | √ | | | |
| Councilman William Phelan | √ | | | |

PUBLISHED BY THE CITY CLERK, IN PAMPHLET FORM, BY AUTHORITY OF THE CORPORATE AUTHORITIES OF THE CITY OF STREATOR ON NOVEMBER 12, 2015.

STATE OF ILLINOIS)
) SS.
COUNTIES OF LIVINGSTON)
AND LASALLE)

I, Linda J. Underwood, certify that I am the duly appointed and acting City Clerk of the City of Streator, Livingston and LaSalle Counties, Illinois.

I further certify that on November 10, 2015, the Corporate Authorities of such municipality passed and approved Ordinance 2015/16-21 entitled:

AN ORDINANCE SUSPENDING THE OPERATIONS OF THE CITY OF STREATOR'S EMERGENCY TELEPHONE SYSTEM BOARD

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance 2015/16-21 including the Ordinance and a cover sheet thereof, was prepared on November 12 2015. Copies of such Ordinance are available for public inspection upon request in the office of the City Clerk.


Linda J. Underwood, City Clerk