

**E911** LIVINGSTON COUNTY  
**EMERGENCY  
TELEPHONE  
SYSTEM BOARD**

844 W. Lincoln St., Suite B  
Pontiac, Illinois 61764  
Ph: (815) 842-8081  
Fax: (815) 844-6703

11/16/15

Paul Stoffels  
E911 Administrator  
Frontier Communications  
3S050 Butternut Lane  
Glen Ellyn, IL 60137

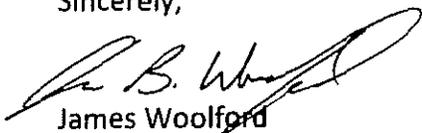
Dear Mr. Stoffels;

This letter is to confirm our intent to modify the existing enhanced 9-1-1 system for the County of Livingston, IL. It is our desire to change our backup PSAP from the Streator PSAP to the McLean County PSAP.

We assume, unless otherwise notified, that the 9-1-1 system modification will be in operation by May 01, 2016.

Enclosed is our application to the Illinois Commerce Commission for approval of modifying our 9-1-1- system.

Sincerely,



James Woolford  
Livingston County ETSB Chairman

9-1-1 GENERAL INFORMATION

DATE: 11/02/15

PROPOSED OPERATIONAL DATE: May 1, 2016

SUBMITTED BY THE LIVINGSTON COUNTY ETSB, COUNTY OF LIVINGSTON, ILLINOIS.

X Modification Of An Existing System-ICC Docket Number 96-0283

52,655 Total Population Served (Including Streator)

1,050.8 Total Land Area Served In Square Miles (Including Streator)

PSAP 9-1-1 LIASON TO THE COMMISSION

NAME: Candice D. Bradshaw

TITLE: Coordinator of 911

STREET ADDRESS: 844 W. Lincoln Street, Suite B

CITY, ST., ZIP: Pontiac, IL 61764

TELEPHONE #: 815-842-8081

ALT TELEPHONE #: 815-844-0911

**NARRATIVE STATEMENT  
LIVINGSTON COUNTY 9-1-1 EMERGENCY TELEPHONE SYSTEM**

The Livingston County 9-1-1 Emergency Telephone System (herein also referred to as LIV COM) went on line and operational providing a county-wide Enhanced 911 System, (10/11/96) to the residents of Livingston County ; pursuant to Illinois Commerce Commission Order of Authority, Docket Number 96-0283, July 18, 1996.

**STREATOR PSAP**

The 9-1-1 PSAP and Dispatch Center for the City of Streator is located in the Police Department at 204 S. Bloomington St., Streator, IL.

**AGREEMENT TO COMBINE ETSB's**

When the Livingston County 9-1-1 System was formed in 1996 the entire county consisted of only one (1) PSAP. Due to the new legislation that goes into effect on January 1, 2016, Streator has chosen to consolidate with the Livingston County 9-1-1 PSAP.

To this end, an Intergovernmental Communications Agreement Combining the City of Streator ETSB with the Livingston County 9-1-1 ETSB has been passed by the Livingston County Board, The Livingston County ETSB, and the City of Streator. The Agreement outlines appointment of members to the ETSB, roles and responsibilities of ETSB, collection of surcharges, and the scope of PSAP responsibilities of an Emergency Telephone System Board in conformance with the Emergency Telephone System Act and the Wireless Emergency Telephone Safety Act subject to the approval of the Illinois Commerce Commission.

**LIVINGSTON COUNTY ICC PLAN MODIFICATION**

Intended to comply with the terms and provisions of "An Act in relation to the designation of an emergency telephone number for use throughout the State", the Livingston County 9-1-1 ETSB has filed an application to the Chief Clerk of the Illinois Commerce Commission, for plan modification to add the City of Streator and the Streator PSAP to the existing Livingston County 9-1-1 System.

The Illinois Commerce Commission filing includes; the Petition requesting approval of the modification and verification of the petitions signatures, the signed and sealed resolution from County Board, General Information and this narrative description, along with exhibits describing the system, its participants and adjoining communities.

To the best of their abilities the City of Streator and the County of Livingston have submitted the plan modification to the Illinois Commerce Commission requesting an

order approving the combining the City of Streator ETSB with the Livingston County 9-1-1 ETSB and the authority to implement the program as outlines.

## NARRATIVE STATEMENT 2

The narrative statement in the Livingston County ETSB's original petition stands the same. There will be a new backup agreement with the McLean County PSAP, to serve as backup PSAP to the Livingston County 9-1-1 system.

The purpose of the modification is to secure a backup PSAP that has the capability to answer Landline and Wireless Enhanced 9-1-1 calls. The McLean County PSAP currently has this capability. The McLean County PSAP is located at 2411 E. Empire St., Bloomington, IL 61704-8200. The McLean County has 6 primary 9-1-1 call taking positions. The City of Streator ETSB will no longer serve as backup to the Livingston County ETSB, given the approval of this modification request.

An intergovernmental agreement has been agreed to and signed by both the Livingston County ETSB Chairman and the McLean County ETSB Chairman.

9-1-1 Calls for service for the Livingston County PSAP, which are answered by the McLean County PSAP under this backup agreement, dispatched in the following manner:

- 1) 9-1-1 Calls for Service shall be transferred to the 9-1-1 trunks for the County of Livingston & Streator.
- 2) In the event that the calls cannot be transferred to the 9-1-1 trunks, calls shall be transferred to (309) 888-5030 (the 10 digit administrative line answered at the PSAP).
- 3) In the event 1 and 2 above are not possible, emergency services will be directly dispatched by radio / Star Com Group.

These mutually beneficial agreements are possible, as both the Livingston County ETSB and the McLean County ETSB are served by Frontier, Bloomington selective router.



Exhibit 3

LIVINGSTON COUNTY 9-1-1 SYSTEM PARTICIPANTS

A list of system participants showing the 9-1-1 land area(s) in square miles and estimated population which will have access to the proposed 9-1-1 System. Do not forget to include County Sheriff's jurisdiction and Illinois State Police Districts.

(USE ADDITIONAL SHEETS AS NECESSARY)					Check Appropriate Box		
System Participants	Street Address, City, Zip Code	Administrative Telephone No.	Population	Land Area	Dispatch	Transfer	Call Relay
Illinois State Police District 6	P.O. Box 498, Pontiac 61764	(815) 844-3131	38,950	1,044		X	
Livingston Cty. Sheriff	844 W. Lincoln St., Pontiac 61764	(815) 844-7171	38,950	1,044	X		
Pontiac Police Dept.	413 N. Mill St., Pontiac 61764	(815) 844-5148	11,428	9.5	X		
Dwight Police Dept.	209 S. Prairie Ave, Dwight 60420	(815) 584-3131	4,230	2.5	X		
Fairbury Police Dept.	201 W. Locust St., Fairbury 61739	(815) 692-3347	3,643	1.75	X		
Streator Police Dept.	204 S. Bloomington St., Streator 61364	(815) 672-3112	13,705	6.08	X		

**LIVINGSTON COUNTY 9-1-1 SYSTEM PARTICIPANTS**

A list of system participants showing the 9-1-1 land area(s) in square miles and estimated population which will have access to the proposed 9-1-1 System. Do not forget to include County Sheriff's jurisdiction and Illinois State Police Districts.

(USE ADDITIONAL SHEETS AS NECESSARY)					Check Appropriate Box		
System Participants	Street Address, City, Zip Code	Administrative Telephone No.	Population	Land Area	Dispatch	Transfer	Call Relay
Chief Scott Runyon Pontiac Fire Chief	413 N. Mill St. Pontiac, IL 61764	(815) 842-3225	14,340	110.75	X		
Chief Paul Johnson Dwight Fire Chief	111 S. Prairie Ave. Dwight, IL 60420	(815) 584-2083	4,650	60.5	X		
Chief Steve Vertin Emington/Campus Fire Dept.	205 W. Sheldon 105 S. Main St Campus, IL 60920 Emington, IL 60934	(815) 934-5521	340	36.25	X		
Chief Don English Jr. Kempton Fire Dept.	P.O. Box 175, 310 Main St. Kempton, IL 60946	(815) 674-0430	50	16.75		X	
Chief Carl J Krause III Cullom Fire Dept.	P.O. Box 231 Cullom, IL 60929	(815) 689-2223	750	34.25	X		
Chief Galen Schaffer Chatsworth Fire Dept.	32654 E 830 North Rd. Chatsworth, IL 60921	(815) 848-5209	1,660	81.25	X		
Chief Casey Knobloch Gridley Fire Dept.	P.O. Box 125 Gridley, IL 61744	(309) 275-5109	170	26.25		X	
Chief Don Ragusa Dana Fire Dept.	115 E. Washington St. Dana, IL 61321	(309) 261-7672	40	6.5		X	
Chief Paul Walking Allen Twp Fire	114 N. Columbus Ransom, IL 60470	(815)	175	15.25		X	
Chief Randy Wilkey Gardner Fire	206 N. Depot St. Gardner, IL 60424	(815)	10	2		X	
Chief Thomas Risley Streator Fire Dept.	108 N. Wasson St. Streator, IL 61364	(815)	13,705	6.08	X		
Chief Gary Swartz Saunemin Fire Dept.	56 Center St. Saunemin, IL 61769	(815) 674-6880	980	78.5	X		
Chief Sam Schmidgall Forrest/Strawn/Wing Fire Dept	707 N. Center St. Forrest, IL 61741	(815) 383-6018	2,150	77.5	X		



**Exhibit 3**

**LIVINGSTON COUNTY 9-1-1 SYSTEM PARTICIPANTS**

**A list of system participants showing the 9-1-1 land area(s) in square miles and estimated population which will have access to the proposed 9-1-1 System. Do not forget to include County Sheriff's jurisdiction and Illinois State Police Districts.**

(USE ADDITIONAL SHEETS AS NECESSARY)					Check Appropriate Box		
System Participants	Street Address, City, Zip Code	Administrative Telephone No.	Population	Land Area	Dispatch	Transfer	Call Relay
Andrew Rand AMT Ambulance	P.O. Box 1569 Streator, IL						
Chief John Strike Chenoa Fire Dept.	425 McClellan Chenoa, IL 61726	(815) 945-7314	225	36.75		X	
Chief Carl J Krause III Cullom Amb. Serv.	P.O. Box 231 Cullom, IL 60929	(815) 689-2223	750	34.25	X		
EMS Director Al Metzke Dwight EMS	209 S. Prairie Ave. Dwight, IL 60420	(815) 584-2050	4,650	60.5	X		
Coord. Jim Hargitt SELCAS Amb. Serv.	310 W. Locust St. Fairbury, IL 61739	(815) 692-3452	8,550	274.25	X		
Coord Eddie Pendergast Duffy Amb. Serv	202 E. Howard St. Pontiac, IL 61764	(815) 842-1288	340	110.75	X		
EMS President Gridley EMS	P.O. Box 453 Gridley, IL 61744	(309)	170	26.25		X	
Chief Gary Swartz Saunemin Amb Serv	56 Center St. Saunemin, IL 61769	(815) 674-6880	980	78.5	X		
Chief Paul Losey Streator/Reading Amb	108 N. Wasson St. Streator, IL 61364	(815)	2,150	19.75	X		
Chief Rick Tucker Odell Amb Serv	210 S. Front St. Odell, IL 60460	(815)	1,950	78.5	X		
Chief Josh Dyrby Cabery EMS	211 E. Main St. Cabery, IL 60919-0043	(815)	50	7.25		X	
Chief Steve Vertin Emington/Campus EMS	205 W. Sheldon 105 S. Main St Campus, IL 60920 Emington, IL 60934	(815) 934-5521	340	36.25	X		
Chief Don English Jr. Kempton EMS	P.O. Box 175, 310 Main St. Kempton, IL 60946	(815) 674-0430	50	16.75		X	





**CALL HANDLING AGREEMENT**

For Enhanced 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point - LIV COM hereinafter referred to as "PSAP" and Streator Police Department for the purpose of effective handling and routing of 9-1-1 Emergency calls on a countywide Enhanced 9-1-1 system.

**CALL HANDLING**

The Livingston County, LIV COM, PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

**PRIMARY:** Livingston Co. Centralized Dispatch / PSAP - to be paged and dispatched on 460/465.600 MHZ

**SECONDARY:** Emergency Number (815) 672-3111 or 672-3112

**AID OUTSIDE JURISDICTION BOUNDARY**

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 service.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the advisory and policy board.

Any agreements or changes in agreements and operating policies must be approved by the advisory board.

**Livingston County ETSB - LIV COM**  
PSAP

BY   
James Woolford, Chairman  
DATE 11/30/2015

**Streator Police Department**  
AGENCY

BY \_\_\_\_\_  
Kurt Pastirik, Chief  
DATE \_\_\_\_\_

**CALL HANDLING AGREEMENT**

For Enhanced 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point - LIV COM hereinafter referred to as "PSAP" and Streator Fire Department for the purpose of effective handling and routing of 9-1-1 Emergency calls on a countywide Enhanced 9-1-1 system.

**CALL HANDLING**

The Livingston County, LIV COM, PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

**PRIMARY:** Livingston Co. Centralized Dispatch / PSAP - to be paged and dispatched on 460/465.600 MHZ

**SECONDARY:** Emergency Number (815) 672-2121

**AID OUTSIDE JURISDICTION BOUNDARY**

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 service.

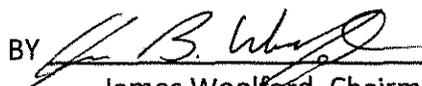
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**Livingston County ETSB - LIV COM**

PSAP

BY   
James Woolford, Chairman

DATE 11/30/2015

**Streator Fire Department**

AGENCY

BY   
Gary Bird, Chief

DATE 12-1-2015

**CALL HANDLING AGREEMENT**

For Enhanced 9-1-1 Emergency Communications

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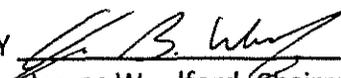
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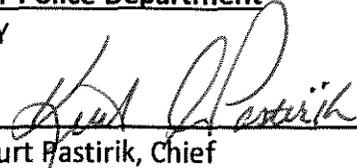
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Any agreements or changes in agreements and operating policies must be approved by the advisory board.

**Livingston County ETSB - LIV COM**  
PSAP

BY   
James Woolford, Chairman  
DATE 11/30/2015

**Streator Police Department**  
AGENCY  
BY   
Kurt Pastirik, Chief  
DATE 12-01-2015

# **E911 LIVINGSTON COUNTY EMERGENCY TELEPHONE SYSTEM BOARD**

844 W. Lincoln St., Suite B  
Pontiac, Illinois 61764  
Ph: (815) 842-8081  
Fax: (815) 844-6703

## **Call Handling Certificate of Status for Livingston County 911 Agreements**

December 4, 2015

### **TO ALL LIVINGSTON COUNTY AND ADJACENT 911 AGENCIES:**

As we end 2015, it is time to review dispatch agreements between Livingston County 911 and all emergency response agencies for 2016. Attached hereto, and made a part of this certificate of status is your 2015 agreement. Please review and affirm the attached agreement or complete the change request form area if necessary.

**It is very important that this form be completed and returned as soon as possible. DEADLINE FOR NEW AGREEMENTS TO BE COMPLETED AND RETURNED IS JANUARY 6, 2016. Your cooperation in this matter will be greatly appreciated. Not receiving a response to this letter by January 6, 2016, LIV COM will assume the existing agreement is correct.**

**Check one of the two boxes below, sign and return this Certificate of Status in the enclosed stamped addressed envelope.**

**[ ] I have reviewed our attached agreement for 2015. I affirm that the information contained on this agreement is correct and NO CHANGES ARE NEEDED for the coming year of 2016.**

**[ ] I have reviewed our 2015 agreement. The agreement requires the following change(s) listed below:**

**(Please type / print changes required for the 2016 agreement below; return this form to LIV COM. We will draft a new document and return it to you for your review and signature to be returned to us prior to the deadline of January 6, 2016)**

Agency Name (If changed) \_\_\_\_\_

Primary (If changed, Means to Contact your Center) \_\_\_\_\_

Secondary (If changed, Means to Contact your Center) \_\_\_\_\_

Signature Name for Agreement Change (If changed) \_\_\_\_\_

**Also, complete the attached Call Box Manning Agreement Form and return it to LIV COM. (A Required Form)**

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**Call**

# **E911** LIVINGSTON COUNTY **EMERGENCY TELEPHONE SYSTEM BOARD**

844 W. Lincoln St., Suite B  
Pontiac, Illinois 61764  
Ph: (815) 842-8081  
Fax: (815) 844-6703

## **Call Handling Certificate of Status for Livingston County 911 Agreements**

December 5, 2014

### **TO ALL LIVINGSTON COUNTY AND ADJACENT 911 AGENCIES:**

As we end 2014, it is time to review dispatch agreements between Livingston County 911 and all emergency response agencies for 2015. Attached hereto, and made a part of this certificate of status is your 2014 agreement. Please review and affirm the attached agreement or complete the change request form area if necessary.

**It is very important that this form be completed and returned as soon as possible. DEADLINE FOR NEW AGREEMENTS TO BE COMPLETED AND RETURNED IS JANUARY 6, 2015. Your cooperation in this matter will be greatly appreciated. Not receiving a response to this letter by January 6, 2015, LIV COM will assume the existing agreement is correct.**

**Check one of the two boxes below, sign and return this Certificate of Status in the enclosed stamped addressed envelope.**

**I have reviewed our attached agreement for 2014. I affirm that the information contained on this agreement is correct and NO CHANGES ARE NEEDED for the coming year of 2015.**

**I have reviewed our 2014 agreement. The agreement requires the following change(s) listed below:**

**(Please type / print changes required for the 2015 agreement below; return this form to LIV COM. We will draft a new document and return it to you for your review and signature to be returned to us prior to the deadline of January 6, 2015)**

Agency Name (If changed) \_\_\_\_\_

Primary (If changed, Means to Contact your Center) \_\_\_\_\_

Secondary (If changed, Means to Contact your Center) \_\_\_\_\_

Signature Name for Agreement Change (If changed) \_\_\_\_\_

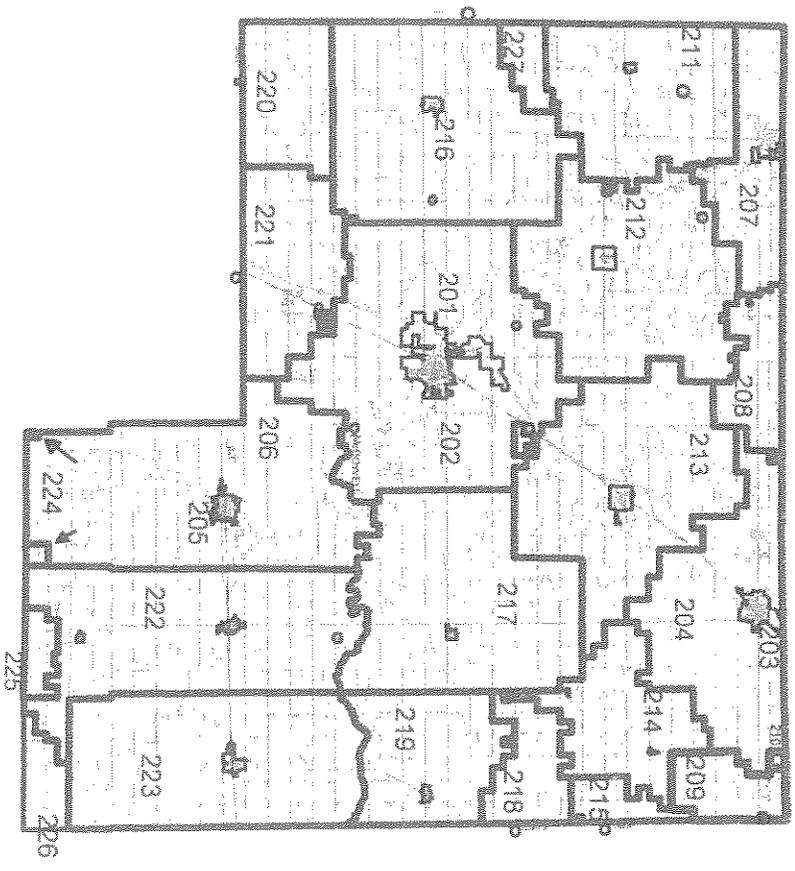
**Also, complete the attached Call Box Manning Agreement Form and return it to LIV COM. (A Required Form)**

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name





E911 & Address DBMC Operations Center  
211 E. North St., Greensburg, Indiana 47240  
Phone: 877/483-6876 Fax: 877/400-4730  
[www.Frontier.com](http://www.Frontier.com)

December 22, 2014

SUBJECT: 2014 DB Error Accuracy – Livingston County

This is the Livingston County error percentage for your Enhanced 9-1-1 Service. We will continue to provide this information per the Illinois Commerce Commission Request each year in December.

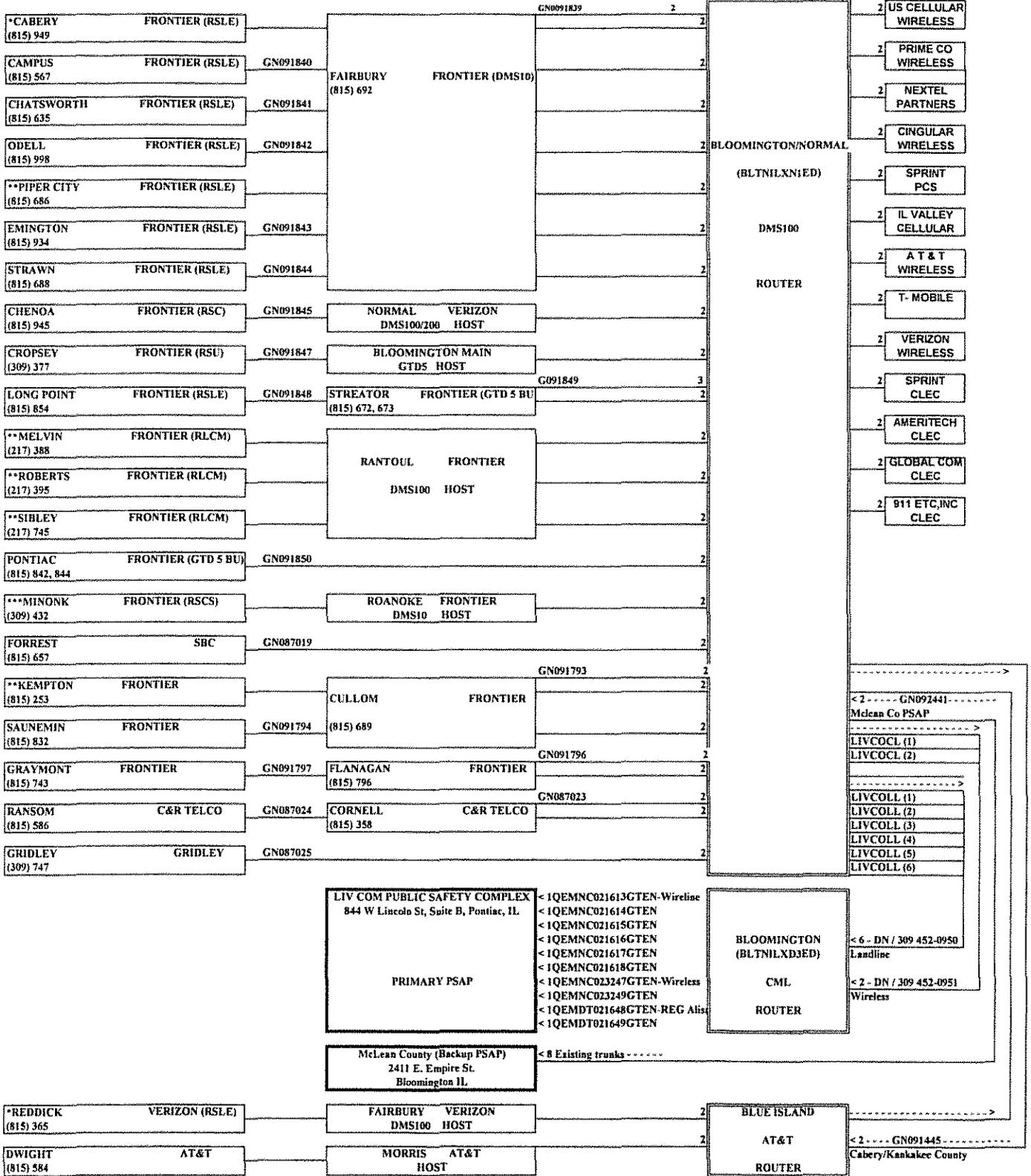
DB Accuracy 99.96%

If you have any questions or concerns, please feel free to contact me.

Thank You,

Andrea ( Andi ) Beckett  
Frontier 911 DB  
Direct # 812-663-0609  
Email: [andi.beckett@ftr.com](mailto:andi.beckett@ftr.com)

LIVINGSTON COUNTY



\* Opted out to Kankakee County.  
 \*\* Opted out to Ford County.  
 \*\*\* Opted out to Woodford County.

TOTAL ACCESS LINES: 6865 Livingston County  
 2924 City of Streator  
 9789 Total

CONTAINS CONFIDENTIAL/PROPRIETARY FRONTIER LINE COUNT INFORMATION  
 DATA SHOULD ONLY BE USED BY COUNTY TO SUBMIT REPORT TO THE ILLINOIS COMMERCE COMMISSION  
 YEARLY DIAGRAM 2013

**RESOLUTION of the COUNTY BOARD of LIVINGSTON COUNTY, ILLINOIS  
TO ENTER INTO AN 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**

WHEREAS, Livingston County, Illinois, and the City of Streator, Illinois, are units of local government (hereinafter the “Parties”); and

WHEREAS, the Parties wish to join in operating an Emergency Telephone System Board to provide for emergency telephone services and centralized dispatch services for law enforcement and other emergency personnel; and

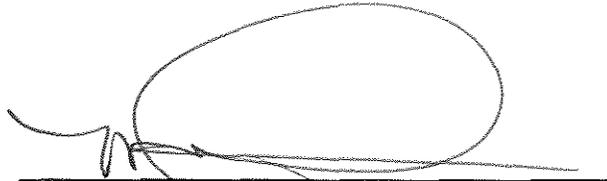
WHEREAS, the Parties desire to join in this operation is not only to provide more efficient service to citizens, but also to begin compliance with new State of Illinois laws and guidelines that will take effect in January of 2016; and

WHEREAS, the Parties have prepared an intergovernmental agreement to allow for the joining of the ETSB services, which is necessary not only for the benefit of the Parties, but also for the Illinois Commerce Commission to begin the approval process,

NOW, THEREFORE, BE IT RESOLVED by the Livingston County Board, in regular session, that it does hereby authorize the signing of an intergovernmental agreement, for the provision of emergency telephone and dispatching services, between the County of Livingston and the City of Streator, as approved in form by counsel for each.

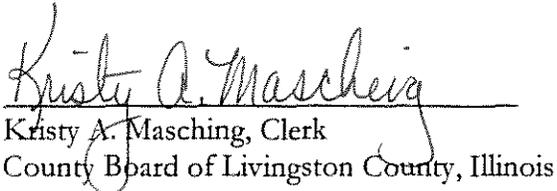
PASSED AND ADOPTED this 12th day of November, 2015.

Ayes: 23  
Nays: 0  
Abstain: 0  
Absent: 1



Marty Fannin, Chairman  
County Board of Livingston County, Illinois

ATTEST:

  
Kristy A. Masching, Clerk  
County Board of Livingston County, Illinois

**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.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

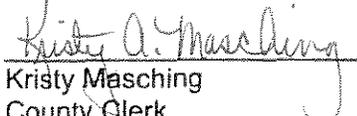
CITY OF STREATOR,  
ILLINOIS

  
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.

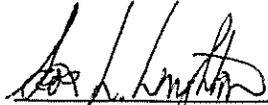
LIVINGSTON COUNTY,  
ILLINOIS

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

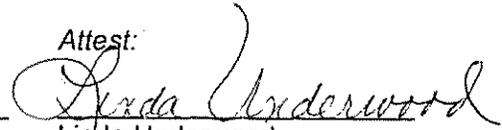
Attest:

Attest:

Attest:

\_\_\_\_\_  
Kristy Masching  
County Clerk

\_\_\_\_\_  
Candi Bradshaw  
Secretary

  
\_\_\_\_\_  
Linda Underwood  
City Clerk (SEAL)

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- 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: 8/13/13



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. Fife*  
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:

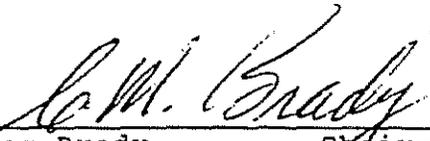
- (a) Planning a 9-1-1 system;
- (b) Coordinating and supervising the implementation, upgrading and maintainance of the 9-1-1 system, including the establishment of equipment specifications and coding systems;
- (c) Receiving monies from the surcharge imposed and from any other source, for deposit into 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 achive its purposes;

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

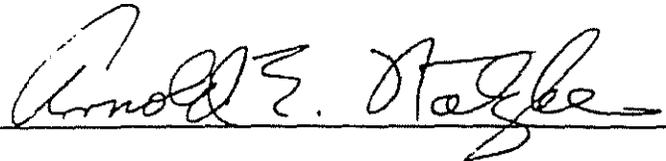
(k) Adopting By-laws, Rules, and Regulations to govern its internal operations.

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	50,685	35,623	30,085	6,518
<b>Revenues</b>							
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
	<b>Total Cash Income</b>	<b>262,581</b>	<b>242,675</b>	<b>227,636</b>	<b>198,030</b>	<b>222,871</b>	<b>231,525</b>
<b>Expenses</b>							
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	SUTA 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						
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				
4305-***	**Generator Maintenance	0	0				
4305-***	**UPS Maintenance Contract	0	0				
4305-***	**Manpower	0					
4305-***	**Licenses	0	0				
4305-***	**Contractual Agreements	0	0				
4313-000	Repair/Maintenance (Included in 4313-323)						
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 - Sec 4313-323						
4320-000	Educational Conf/Training	727	966	953	2,500	500	2,500
4321-000	Travel/Meetings						
4322-000	Mileage	1,582	954	495	1,500	1,000	1,000
4323-000	Board Mileage (Auto Allowance)	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						
4331-000	Postage & Shipping	471	693	198	600	325	500
4332-000	Printing	740	0	0	500	100	500
4333-000	Subscriptions/Periodicals/Books	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						
4504-000	New Equipment	2,042	0	0	3,000	0	3,000
4308-000	Communication Equipment-Moved to Radio						
4504-304	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
	<b>Total Expenditures</b>	<b>296,583</b>	<b>325,640</b>	<b>265,106</b>	<b>273,094</b>	<b>246,438</b>	<b>270,099</b>
	<b>Net Operating Gain (Loss)</b>	<b>(34,002)</b>	<b>(82,965)</b>	<b>(15,842)</b>	<b>(75,064)</b>	<b>(23,567)</b>	<b>(38,574)</b>
	<b>Ending Cash Balance</b>	<b>392,326</b>	<b>258,492</b>	<b>35,623</b>	<b>(39,441)</b>	<b>6,518</b>	<b>(32,056)</b>
4550-000	Depreciation Expense	50,868	35,258	28,663	0	0	0
	Current Year Depreciation Reserve			0	0	0	0
	<b>Net Gain (Loss)</b>	<b>341,458</b>	<b>223,234</b>	<b>6,958</b>	<b>(39,441)</b>	<b>6,518</b>	<b>(32,056)</b>

Department: ETSB - Dispatch  
 Department Dir: Randy Wittenberg  
 Division: Emergency Telephone System Board

552-10-992 Account #	Account Description	Accrued 2012 Actual	Accrued 2013 Actual	Actual FY 14	Cash 2015 Budget	2015 Estimated	2016 Budget
<b>Beginning Fund Balances (Includes)</b>		84,587	201,420	16,822	(11,503)	47,591	106,169
<b>Revenues</b>							
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					
<b>Total Cash Income</b>		<b>839,751</b>	<b>698,863</b>	<b>776,504</b>	<b>517,575</b>	<b>826,131</b>	<b>822,766</b>
<b>Expenses</b>							
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 Servs	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 Agmnts (Never F	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	
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						
4530-000	Depreciation						
4699-999	Contingency	0	0	548	10,000	3,664	10,000
<b>Total Expenditures</b>		<b>691,985</b>	<b>709,722</b>	<b>765,252</b>	<b>775,123</b>	<b>767,553</b>	<b>873,653</b>
<b>Net Operating Gain (Loss)</b>		<b>147,766</b>	<b>(10,859)</b>	<b>11,252</b>	<b>(257,548)</b>	<b>58,578</b>	<b>(50,887)</b>
<b>Ending Cash Balance</b>		<b>232,353</b>	<b>190,561</b>	<b>28,074</b>	<b>(269,051)</b>	<b>106,169</b>	<b>55,282</b>
	Depreciation Expense	30,933	33,661	6,928	0	0	0
Current Year Depreciation Reserve							
<b>Net Gain (Loss)</b>		<b>201,420</b>	<b>156,900</b>	<b>21,146</b>	<b>(269,051)</b>	<b>106,169</b>	<b>55,282</b>

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
<b>Beginning Fund Cash Balance</b>		563,031	548,531	519,317	494,905	391,245	400,057
<b>Revenue</b>							
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				
<b>Total Cash Income</b>		<b>245,406</b>	<b>242,146</b>	<b>194,698</b>	<b>195,375</b>	<b>195,175</b>	<b>209,325</b>
<b>Expenses</b>							
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
<b>Total Expenditures</b>		<b>259,906</b>	<b>182,930</b>	<b>303,443</b>	<b>24,216</b>	<b>303,131</b>	<b>346,831</b>
<b>Net Operating Gain (Loss)</b>		<b>(14,500)</b>	<b>59,216</b>	<b>(108,745)</b>	<b>171,159</b>	<b>(107,956)</b>	<b>(137,506)</b>
<b>Ending Cash Balance</b>		<b>548,531</b>	<b>607,747</b>	<b>410,572</b>	<b>666,064</b>	<b>283,289</b>	<b>262,551</b>
Depreciation Expense			1,630	6,252			
Current Year Depreciation Reserve				25,000			
<b>Net Gain (Loss)</b>		<b>548,531</b>	<b>606,117</b>	<b>379,320</b>	<b>666,064</b>	<b>400,057</b>	<b>262,551</b>

**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