

**(COUNTY OF VERMILION)
AGENDA**

1. Call to Order
2. Invocation/Moment of Silence- Jim Russell
3. Pledge of Allegiance
4. Roll call – Members Present and Roll Call for Attendance via Telephone
5. Adoption or Amendment of Agenda
6. Approval of minutes
7. Report on Claims-Report on Claims- July
8. Raffle/Poker Run Application List- July
9. Audience Comments
10. Audit Presentation, Sandy Cook- CLA
11. Proclamation- County Board Member, Jerry Hawker
12. **Executive & Legislation (Baughn)**
 - A. Resolution- RE: Collection of Delinquent Taxes
13. **Finance/Personnel (Miller)**
 - A. Financial Update
 - B. Ordinance - RE: Amendment to the Combined Annual Budget and Appropriation Ordinance for the Non-Departmental Services Department - Budget Amendment - \$40,000.00
 - C. Ordinance - RE: Amendment to the Combined Annual Budget and Appropriation Ordinance for the Liability Insurance Fund - Budget Amendment - \$141,850.00
14. **Technology (Johnson)**
 - A. Ordinance – RE: Amendment to the Combined Annual Budget and Appropriation Ordinance for the General Fund, Non-Departmental, Budget Amendment – Judges Grant- Courtroom Technology Modernization Grant - \$2,810.00
 - B. Ordinance- RE: Amendment to the Combined Annual Budget and Appropriation Ordinance for Technology Services Department – Budget Amendment - \$75,283.00
 - C. Ordinance- RE: Amendment to the Combined Annual Budget and Appropriation Ordinance for Technology Services Department – Budget Amendment - \$11,464.00
15. **Public Safety (Golden)**
 - A. Ordinance – RE: Amendment to the Combined Annual Budget and Appropriation Ordinance for the Sheriff’s Department - \$3,383.00
16. **Health & Education (McFadden)**
 - A. Ordinance - RE: Amendment to the Combined Annual Budget and Appropriation Ordinance for the Mental Health 708 Board - Budget Amendment - \$5,975.00
17. **Judicial & Rules (Hawker)**
 - A. Ordinance – RE: Amendment to the Combined Annual Budget and Appropriation Ordinance for the State’s Attorney Office - \$4,219.00
 - B. Ordinance – RE: Amendment to the Combined Annual Budget and Appropriation Ordinance for the Public Defender’s Office - \$4,089.00

18. **Executive Sessions:**

A. **Pursuant to Illinois Open Meetings Act 5 ILCS 120/2.06**

To determine whether or not to release minutes from executive sessions of the County Board.

B. **Pursuant to Illinois Open Meetings Act 5 ILCS 120/2 (c) (1)**

the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, including hearing testimony on a complaint lodged against an employee to determine its validity.

C. **Pursuant to Illinois Open Meetings Act 5 ILCS 120/2 (c) (2)**

collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.

D. **Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (6)**

the setting of a price for sale or lease of property owned by the public body.

E. **Pursuant to Illinois Open Meetings Act 5 ILCS 120/2 (c) (11)**

Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

19. **Chairman's Comments/Items of Information**

A. August Birthdays: George Weller and Steve Miller

B. Committee Chairperson's Comments (Baughn, Golden, Miller, Hawker Green, McFadden, Eakle, and Jackson)

C. Board Member Comments

20. **Appointments for August 2024**

The following appointment is for the **Danville Sanitary District**

Resigned: Donnie Ritter; 14169 E. 2200 North Rd., Danville, IL 61834

Appointment: Aaron Immke; 21987 Old Ottawa Lane, Danville, IL 61834

Remaining Term: 08/2024 thru 05/2027

21. **Adjourn to Tuesday September 10, 2024 @ 6 PM-** At the Joseph G. Cannon

Building located at 201 N. Vermilion Street

STATE OF ILLINOIS)
) SS:
COUNTY OF VERMILION)

VERMILION COUNTY BOARD
July 9th, 2024
6:00 P.M.

MINUTES

The County Board of Vermilion County, State of Illinois met in the Joseph G. Cannon Building in the City of Danville, Vermilion County, Illinois on the 9th day of July, 2024. The meeting was called to order at 6:02 p.m.

Upon call of the roll, 22 were present, 5 were absent.

Invocation/Moment of silence: Jim Russell

Pledge of Allegiance led by: Chairman Baughn

Attest: Robyn Heffern, Chief Deputy

Chairman Baughn in the Chair

ADOPTION OR AMENDMENT TO THE AGENDA

Chairman Baughn entertained a motion to approve as presented. Motion made by Steinbaugh. Seconded by Weaver. No discussion. Motion carried by acclamation.

APPROVAL OF MINUTES

Chairman Baughn entertained a motion to approve as presented. Motion made by Eakle. Seconded by Weller. No discussion. Motion carried by acclamation.

REPORT ON CLAIMS (JUNE)

Chairman Baughn entertained a motion to dispense with the reading of the Report on Claims and place on file. Motion made by Steinbaugh. Seconded by Butler. No discussion.

Upon call of the roll, 22 voted yes, and 5 were absent. Motion carried.

The following members voted yea, to-wit: Bodine, Boyd, Butler, Eakle, Golden, Green, Hawker, Henderson, Lamar, Mackiewicz, McFadden, McMahon, Gary Miller, Steve Miller, O’Kane, Shepard, Stark, Steinbaugh, Weaver, Weller, Wright, Chairman Baughn

The following members were absent, to-wit: Auter, Hoag, Jackson, Johnson, Ryan



Expense Budget Performance Report

Date Range 06/01/24 - 06/30/24

Include Rollup Account and Rollup to Base Account

Current Month

Account	Account Description	Transactions
Fund 001 - GENERAL FUND		
Department 110 - County Board		
Project 00 - General		
Fund 001 - GENERAL FUND Totals		\$1,517,135.39
Fund 002 - IMRF FUND		
Department 197 - IMRF		
Project 00 - General		
Fund 002 - IMRF FUND Totals		\$70,633.72
Fund 003 - VERMILION CO HEALTH		
Department 445 - Health Department		
Project 00 - General		
Fund 003 - VERMILION CO HEALTH Totals		\$122,188.29
Fund 004 - MENTAL HEALTH 708 FUND		
Department 470 - Mental Health		
Project 00 - General		
Fund 004 - MENTAL HEALTH 708 FUND Totals		\$129,104.64
Fund 005 - LIABILITY INSURANCE FUND		
Department 198 - Liability Insurance		
Project 00 - General		
Fund 005 - LIABILITY INSURANCE FUND Totals		(\$89,939.21)
Fund 006 - PSB RENT FUND		
Department 340 - PSB		
Project 00 - General		
Fund 006 - PSB RENT FUND Totals		\$485,556.85
Fund 007 - COUNTY HIGHWAY FUND		
Department 810 - County Highway		
Project 00 - General		
Fund 007 - COUNTY HIGHWAY FUND Totals		\$91,826.95
Fund 009 - LAW ENFORCEMENT FUND		
Department 315 - Law Enforcement		
Project 00 - General		
Fund 009 - LAW ENFORCEMENT FUND Totals		\$5,974.92
Fund 011 - ANIMAL CONTROL FUND		
Department 440 - Animal Control		
Project 00 - General		
Fund 011 - ANIMAL CONTROL FUND Totals		\$156,728.97
Fund 012 - VETERANS ASSISTANCE		
Department 125 - Veterans Assistance		
Project 00 - General		
Fund 012 - VETERANS ASSISTANCE Totals		\$10,104.97



Expense Budget Performance Report

Date Range 06/01/24 - 06/30/24

Include Rollup Account and Rollup to Base Account

Fund 013 - GIS AUTOMATION FUND	
Department 131 - GIS Automation Fund	
Project 00 - General	
Fund 013 - GIS AUTOMATION FUND Totals	\$0.00
Fund 014 - PROBATION SERVICE FUND	
Department 231 - Probation Service	
Project 00 - General	
Fund 014 - PROBATION SERVICE FUND Totals	\$5,160.92
Fund 015 - COUNTY CLERK VITAL RECORDS	
Department 511 - County Clerk Vital Records	
Project 00 - General	
Fund 015 - COUNTY CLERK VITAL RECORDS Totals	\$1,237.60
Fund 019 - FICA (SOCIAL SECURITY)	
Department 196 - FICA	
Project 00 - General	
Fund 019 - FICA (SOCIAL SECURITY) Totals	\$127,835.76
Fund 035 - CORONER'S AUTOMATION	
Department 350 - Coroner	
Project 00 - General	
Fund 035 - CORONER'S AUTOMATION Totals	\$614.58
Fund 062 - COUNTY BRIDGE FUND	
Department 850 - County Bridge	
Project 00 - General	
Fund 062 - COUNTY BRIDGE FUND Totals	\$3,673.64
Fund 063 - LAW LIBRARY FUND	
Department 950 - Law Library	
Project 00 - General	
Fund 063 - LAW LIBRARY FUND Totals	\$7,728.54
Fund 066 - VC SOLID WASTE MANAGEMENT	
Department 660 - VC Solid Waste	
Project 00 - General	
Fund 066 - VC SOLID WASTE MANAGEMENT Totals	\$11,696.74
Fund 071 - TRAFFIC FEE FUND	
Department 958 - Court Support	
Project 00 - General	
Fund 071 - TRAFFIC FEE FUND Totals	\$1,534.78
Fund 074 - COURT AUTOMATION FUND	
Department 961 - Court Automation	
Project 00 - General	
Fund 074 - COURT AUTOMATION FUND Totals	\$9,714.69
Fund 075 - COURT SECURITY FEE FUND	
Department 962 - Court Security Fee	
Project 00 - General	
Fund 075 - COURT SECURITY FEE FUND Totals	\$19,931.73



Expense Budget Performance Report

Date Range 06/01/24 - 06/30/24

Include Rollup Account and Rollup to Base Account

Fund 076 - RECORDER SPECIAL FUND	
Department 963 - Recorder Special Account	
Project 00 - General	
Fund 076 - RECORDER SPECIAL FUND Totals	\$286.06
Fund 078 - CIRCUIT CLERK OPER & ADMIN	
Department 178 - Circuit Clerk Oper & Admin	
Project 00 - General	
Fund 078 - CIRCUIT CLERK OPER & ADMIN	\$769.21
Fund 079 - COURT DOCUMENT STORAGE	
Department 967 - Court Document Storage	
Project 00 - General	
Fund 079 - COURT DOCUMENT STORAGE	\$3,449.12
Fund 080 - DRUG COURT FEE FUND	
Department 880 - Operations	
Project 00 - General	
Fund 080 - DRUG COURT FEE FUND Totals	\$1,080.00
Fund 081 - VC ELECTRONIC MONITOR	
Department 881 - VC Electronic Monitor	
Project 00 - General	
Fund 081 - VC ELECTRONIC MONITOR Totals	\$465.00
Fund 088 - TREASURER AUTOMATION FUND	
Department 965 - Treasurer Automation	
Project 00 - General	
Fund 088 - TREASURER AUTOMATION FUND	\$12,393.54
Fund 091 - CHILD SUPPORT/MAINT	
Department 966 - Child Support &	
Project 00 - General	
Fund 091 - CHILD SUPPORT/MAINT Totals	\$3,885.48
Fund 097 - VICTIM WITNESS/ATTY GENERAL	
Department 999 - Victim Witness	
Project 00 - General	
Fund 097 - VICTIM WITNESS/ATTY GENERAL	\$4,015.14
Grand Totals	\$2,714,788.02

RAFFLE/POKER RUN APPLICATION LIST (JUNE)

Chairman Baughn entertained a motion to dispense with the list and place it on file. Moved by Weaver. Seconded by Henderson. No discussion. Motion carried by acclamation.

AUDIENCE COMMENTS

Diana Schultz spoke regarding her concern for the animal shelter, and the health and welfare of the animals.

Amy Buttram spoke regarding the animal shelter, and animal regulations.

Arthur Cronkhite made comments regarding the solar farm.

Lorette Newman spoke regarding the resolution for the separation from Cook County.

Sabrina Kelly spoke regarding the animal shelter, supporting different entities, and mentioned the resolution for the separation from Cook County.

Deonte Brooks spoke regarding Cook County and the resolution for the separation from Cook County.

McKensy Ellis White spoke regarding the animal shelter, and the separation from Cook County.

Todd Wakeland spoke regarding the separation from Cook County.

Becky Miller read a letter from Mr. Jim Adams.

Jerry Hawker stated that regarding the animal shelter, the Illinois Attorney General and Illinois State Police did an extensive investigation and ruled he did not violate any state statute.

EXECUTIVE & LEGISLATION (BAUGHN)

RESOLUTION #24-0701: COLLECTION OF DELINQUENT TAXES

Chairman Baughn entertained a motion to dispense with the reading and approve as presented. Motion was made by Stark. Seconded by Henderson. No discussion made.

Upon call of the roll, 22 voted yes, and 5 were absent. Motion carried.

The following members voted yea, to-wit: Boyd, Butler, Eakle, Golden, Green, Hawker, Henderson, Lamar, Mackiewicz, McFadden, McMahon, Gary Miller, Steve Miller, O’Kane, Shepard, Stark, Steinbaugh, Weaver, Weller, Wright, Bodine, Chairman Baughn

The following members were absent, to-wit: Auter, Hoag, Jackson, Johnson, Ryan

RESOLUTION #24-0702--ADD REFERENDA ON NOVEMBER 5, 2024, GENERAL ELECTION BALLOT FOR SEPARATION FROM COOK COUNTY (as requested by board member Hawker)

Chairman Baughn turned the floor over to Mr. Hawker, and he moved to pass the resolution. Seconded by Steve Miller. Discussion Made.

Upon call of the roll, 7 voted yes, 15 voted no, and 5 were absent. Motion failed.

The following members voted yea, to-wit: Bodine, Eakle, Hawker, Lamar, Steve Miller, Weaver, Wright

The following members voted nay, to-wit: Butler, Golden, Green, Henderson, Mackiewicz, McFadden, McMahon, Gary Miller, O'Kane, Shepard, Stark, Steinbaugh, Weller, Baughn, Boyd, Chairman Baughn

The following members were absent, to-wit: Auter, Hoag, Jackson, Johnson, Ryan

RESOLUTION #24-0703--RE: AUTHORIZING THE TERMINATION OF A CONTRACT WITH JOSEPH E. MEYER TO ACT AS THE COUNTY OF VERMILION'S AGENT IN THE OPERATION OF A DELINQUENT TAX PROGRAM

Chairman Baughn entertained a motion to dispense with the reading and approve as presented. Motion was made by Stark. Seconded by Eakle. No discussion Made.

Upon call of the roll, 21 voted yes, and 6 were absent. Motion carried.

The following members voted yea, to-wit: Eakle, Golden, Green, Hawker, Henderson, Mackiewicz, McFadden, McMahon, Gary Miller, Steve Miller, O'Kane, Shepard, Stark, Steinbaugh, Weaver, Weller, Wright, Bodine, Boyd, Butler, Chairman Baughn

The following members were absent, to-wit: Auter, Hoag, Jackson, Johnson, Lamar, Ryan

**FINANCE (MILLER)
FINANCIAL UPDATE**

Mr. Steve Miller handed the Fund Equity Change Report out to each of the county board members, and stated some may require some attention, but for the most part there are no changes. Mr. Miller also spoke regarding the general fund account balances, and gave an update on ARPA funds. Mr. Miller stated there have been many projects, including the coating of the roof for the Joseph G. Cannon Building, and they fully funded the award to the Kings of Peace in the amount of \$15,000.00. Mr. Miller stated there is a balance of \$4,420,547.00, most of which is committed to the project for tonight's approval.

**RESOLUTION #24-0704--BUILDING INFRASTRUCTURE & ENERGY EFFICIENCY PROJECT-
DISCUSSION & VOTE ON APPROVAL OF CENTRICA ENERGY SAVINGS PROJECT TO AUTHORIZE THE
CHAIRMAN OF THE COUNTY BOARD TO EXECUTE A GUARANTEED ENERGY SAVINGS CONTRACT-
\$7,508,430**

Mr. Miller moved for adoption, which was seconded by Weller and carried by a roll call vote. Discussion made.

Upon call of the roll, 19 voted yes, 2 voted no, and 6 were absent.

The following members voted yea, to-wit: Golden, Green, Hawker, Henderson, Mackiewicz, McFadden, Gary Miller, Steve Miller, O'Kane, Shepard, Stark, Steinbaugh, Weaver, Weller, Wright, Bodine, Butler Eakle, Chairman Baughn.

The following members voted nay, to-wit: Boyd, McMahon

The following members were absent, to-wit: Auter, Hoag, Jackson, Johnson, Lamar, Ryan

**TAX & ELECTIONS (BAUGHN)
ORDINANCE #24-0705: RE: AMENDMENT TO THE COMBINED ANNUAL BUDGET AND
APPROPRIATION ORDINANCE FOR THE RECORDERS SPECIAL FUND-\$90,000**

Chairman Baughn entertained a motion to dispense with the reading and approve as presented. Motion was made by Henderson. Seconded by Stark. No discussion made.

Upon call of the roll, 21 voted yes, and 6 were absent. Motion carried.

The following members voted yea, to-wit: Green, Hawker, Henderson, Mackiewicz, McFadden, McMahon, Gary Miller, Steve Miller, O'Kane, Shepard, Stark, Steinbaugh, Weaver, Weller, Wright, Bodine, Boyd, Butler, Eakle, Golden, Chairman Baughn.

The following members were absent, to-wit: Auter, Hoag, Jackson, Johnson, Lamar, Ryan

ELECTION JUDGE CERTIFICATION:

Chairman Baughn entertained a motion to dispense with the reading and approve as presented. Motion was made by Hawker. Seconded by Weaver. No discussion made. Motion carried by acclamation.

RESOLUTION #24-0706: RE: CHANGE IN POLLING PLACE-PILOT TOWNSHIP MOVED TO THE PILOT TOWNSHIP BUILDING (25010 E. 3rd Avenue, Collison)

Chairman Baughn entertained a motion to dispense with the reading and approve as presented. Motion was made by Weaver. Seconded by Bodine. No discussion made.

Upon call of the roll, 21 voted yes, and 6 were absent. Motion carried.

The following members voted yea, to-wit: Hawker, Henderson, Mackiewicz, McFadden, McMahon, Gary Miller, Steve Miller, O'Kane, Shepard, Stark, Steinbaugh, Weaver, Weller, Wright, Bodine, Boyd, Butler, Eakle, Golden, Green, Chairman Baughn.

The following members were absent, to-wit: Auter, Hoag, Jackson, Johnson, Lamar, Ryan

TRANSPORTATION (EAKLE)

RESOLUTION #24-0707: COUNTY BRIDGE FUND 062, RESOLUTION CATLIN TWP., SECTION 24-04140-00-BR. Purpose: Resolution to assist Catlin Twp. with bridge repairs to expansion joints and bearings. Petition and location map are attached.

Mr. Eakle moved to dispense with the reading and vote for its passage. Seconded by Bodine. No discussion made. Mr. Steve Miller would like to be recorded as abstained due to conflict representing Catlin Township.

Upon call of the roll, 20 voted yes, 1 abstention, and 6 were absent. Motion carried.

The following members voted yea, to-wit: Henderson, Mackiewicz, McFadden, McMahon, Gary Miller, O'Kane, Shepard, Stark, Steinbaugh, Weaver, Weller, Wright, Bodine, Boyd, Butler, Eakle, Golden, Green, Hawker, Chairman Baughn

The following member abstained, to-wit: Steve Miller

The following members were absent, to-wit: Auter, Hoag, Jackson, Johnson, Lamar, Ryan

RESOLUTION #24-0708-COUNTY BRIDGE FUND 062, RESOLUTION, STRUCTURE REPLACEMENT, SECTION 24-002162-00-BR. Purpose: Resolution to assist Butler Twp. with the replacement of a bridge on 3900N. Petition and location map are attached.

Mr. Eakle moved to dispense with the reading and vote for its passage. Seconded by Bodine. No discussion made. Mr. Steve Miller would like to be recorded as abstained due to conflict representing Butler Township.

Upon call of the roll, 20 voted yes, 1 abstention, and 6 were absent. Motion carried.

The following members voted yea, to-wit: Mackiewicz, McFadden, McMahon, Gary Miller, O’Kane, Shepard, Stark, Steinbaugh, Weaver, Weller, Wright, Bodine, Boyd, Butler, Eakle, Golden, Green, Hawker, Henderson Chairman Baughn

The following member abstained, to-wit: Steve Miller

The following members were absent, to-wit: Auter, Hoag, Jackson, Johnson, Lamar, Ryan

EXECUTIVE SESSIONS

Pursuant to Illinois Open Meeting Act 5 ILCS 120/2 (c) (11)

Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

Chairman Baughn entertained a motion to go into Executive Session. Motion made by Stark. Seconded by Henderson.

Upon call of the roll, 21 voted yes, and 6 were absent. Motion carried.

The following members voted yea, to-wit: McFadden, McMahon, Gary Miller, Steve Miller, O’Kane, Shepard, Stark, Steinbaugh, Weaver, Weller, Wright, Bodine, Boyd, Butler, Eakle, Golden, Green, Hawker, Henderson, Mackiewicz, Chairman Baughn

The following members were absent, to-wit: Auter, Hoag, Jackson, Johnson, Lamar, Ryan

The County Board entered Executive Session at 7:11 p.m.

The County Board resumed regular session at 8:35 p.m.

CHAIRMAN’S COMMENTS/ITEMS OF INFORMATION

July Birthdays: Kevin Green

Committee Chairperson’s Comments: Chairman Baughn-will meet, Golden-Public Safety will meet, Steve Miller-will meet, Hawker-will meet, Green-will meet, McFadden-will meet, Eakle-will meet, and Jackson-will meet.

Board Member Comments: Mr. McMahon stated he and his wife celebrated their 50th wedding anniversary last week.

APPOINTMENTS JULY 2024

Motion to approve appointments made by Weaver.

Seconded by Henderson. Motion carried by acclamation.

The following appointment is for the **Vermilion County Farmland Assessment Review**

Resigned: Marsha Mohr; 4543 E 800 North Rd, Fairmount, IL 61841

Appointment: Mike Marron; 22239 N. 100 E. Rd., Fithian, IL 61844

3-Year Term: 07/09/2024-06/2027

ADJOURNMENT

The meeting adjourned at 8:36 p.m. to Tuesday August 13th, 2024, 6 P.M.-Joseph G. Cannon building located at 201 N. Vermilion Street.

Cathy Jenkins, Vermilion County Clerk



Expense Budget Performance Report

Date Range 07/01/24 - 07/31/24

Include Rollup Account and Rollup to Base Account

Current Month
Transactions

Account Account Description

Fund 001 - GENERAL FUND		
Department 110 - County Board		
Project 00 - General		
Fund 001 - GENERAL FUND Totals		\$1,281,379.32
Fund 002 - IMRF FUND		
Department 197 - IMRF		
Project 00 - General		
Fund 002 - IMRF FUND Totals		\$71,392.27
Fund 003 - VERMILION CO HEALTH		
Department 445 - Health Department		
Project 00 - General		
Fund 003 - VERMILION CO HEALTH		\$126,945.74
Fund 004 - MENTAL HEALTH 708 FUND		
Department 470 - Mental Health		
Project 00 - General		
Fund 004 - MENTAL HEALTH 708 FUND		\$130,932.94
Fund 006 - PSB RENT FUND		
Department 340 - PSB		
Project 00 - General		
Fund 006 - PSB RENT FUND Totals		\$506,315.08
Fund 007 - COUNTY HIGHWAY FUND		
Department 810 - County Highway		
Project 00 - General		
Fund 007 - COUNTY HIGHWAY FUND Totals		\$90,890.16
Fund 009 - LAW ENFORCEMENT FUND		
Department 315 - Law Enforcement		
Project 00 - General		
Fund 009 - LAW ENFORCEMENT FUND Totals		\$20,199.29
Fund 011 - ANIMAL CONTROL FUND		
Department 440 - Animal Control		
Project 00 - General		
Fund 011 - ANIMAL CONTROL FUND Totals		\$126,813.43
Fund 012 - VETERANS ASSISTANCE		
Department 125 - Veterans Assistance		
Project 00 - General		
Fund 012 - VETERANS ASSISTANCE		\$9,273.10
Fund 013 - GIS AUTOMATION FUND		
Department 131 - GIS Automation Fund		
Project 00 - General		



Expense Budget Performance Report

Date Range 07/01/24 - 07/31/24

Include Rollup Account and Rollup to Base Account

Fund 013 - GIS AUTOMATION FUND Totals	\$0.00
Fund 014 - PROBATION SERVICE FUND	
Department 231 - Probation Service	
Project 00 - General	
Fund 014 - PROBATION SERVICE FUND	\$10,969.27
Fund 015 - COUNTY CLERK VITAL RECORDS	
Department 511 - County Clerk Vital	
Project 00 - General	
Fund 015 - COUNTY CLERK VITAL	\$734.83
Fund 019 - FICA (SOCIAL SECURITY)	
Department 196 - FICA	
Project 00 - General	
Fund 019 - FICA (SOCIAL SECURITY) Totals	\$128,150.22
Fund 035 - CORONER'S AUTOMATION	
Department 350 - Coroner	
Project 00 - General	
Fund 035 - CORONER'S AUTOMATION Totals	\$1,388.75
Fund 041 - CAPITAL IMPROVEMENTS FUND	
Department 910 - Capital Improvements	
Project 00 - General	
Fund 041 - CAPITAL IMPROVEMENTS FUND	\$57,087.21
Fund 042 - NORTH FORK SPEC SERV AREA 1	
Department 665 - North Fork Spec Serv	
Project 00 - General	
Fund 042 - NORTH FORK SPEC SERV AREA	\$9,974.07
Fund 043 - NORTH FORK SPEC SERV AREA 2	
Department 666 - North Fork Spec Serv	
Project 00 - General	
Fund 043 - NORTH FORK SPEC SERV AREA	\$3,758.35
Fund 044 - NORTH FORK SPEC SERV AREA 3	
Department 667 - North Fork Spec Serv	
Project 00 - General	
Fund 044 - NORTH FORK SPEC SERV AREA	\$722.76
Fund 062 - COUNTY BRIDGE FUND	
Department 850 - County Bridge	
Project 00 - General	
Fund 062 - COUNTY BRIDGE FUND Totals	\$26,297.21
Fund 063 - LAW LIBRARY FUND	
Department 950 - Law Library	
Project 00 - General	
Fund 063 - LAW LIBRARY FUND Totals	\$1,945.78
Fund 066 - VC SOLID WASTE MANAGEMENT	
Department 660 - VC Solid Waste	



Expense Budget Performance Report

Date Range 07/01/24 - 07/31/24

Include Rollup Account and Rollup to Base Account

Project	00 - General	
	Fund 066 - VC SOLID WASTE	\$13,026.49
Fund	071 - TRAFFIC FEE FUND	
Department	958 - Court Support	
Project	00 - General	
	Fund 071 - TRAFFIC FEE FUND Totals	\$167.01
Fund	074 - COURT AUTOMATION FUND	
Department	961 - Court Automation	
Project	00 - General	
	Fund 074 - COURT AUTOMATION FUND	\$1,036.32
Fund	075 - COURT SECURITY FEE FUND	
Department	962 - Court Security Fee	
Project	00 - General	
	Fund 075 - COURT SECURITY FEE FUND	\$19,247.95
Fund	076 - RECORDER SPECIAL FUND	
Department	963 - Recorder Special	
Project	00 - General	
	Fund 076 - RECORDER SPECIAL FUND Totals	\$233.00
Fund	078 - CIRCUIT CLERK OPER & ADMIN	
Department	178 - Circuit Clerk Oper &	
Project	00 - General	
	Fund 078 - CIRCUIT CLERK OPER & ADMIN	\$382.90
Fund	079 - COURT DOCUMENT STORAGE	
Department	967 - Court Document Storage	
Project	00 - General	
	Fund 079 - COURT DOCUMENT STORAGE	\$3,449.12
Fund	080 - DRUG COURT FEE FUND	
Department	880 - Operations	
Project	00 - General	
	Fund 080 - DRUG COURT FEE FUND Totals	\$1,657.61
Fund	081 - VC ELECTRONIC MONITOR	
Department	881 - VC Electronic Monitor	
Project	00 - General	
	Fund 081 - VC ELECTRONIC MONITOR Totals	\$560.00
Fund	091 - CHILD SUPPORT/MAINT	
Department	966 - Child Support &	
Project	00 - General	
	Fund 091 - CHILD SUPPORT/MAINT Totals	\$7,966.13
Fund	097 - VICTIM WITNESS/ATTY	
Department	999 - Victim Witness	
Project	00 - General	
	Fund 097 - VICTIM WITNESS/ATTY	\$4,015.14



Expense Budget Performance Report

Date Range 07/01/24 - 07/31/24

Include Rollup Account and Rollup to Base Account

Grand Totals

\$2,656,911.45

Date of Permit	Date of Raffle	Event Manager	License #	Comments
07/08/24	08/01/24 , 10/05/24, & 03/17/24	Caroline Darr	24-168	Oakwood Emergency Rescue Service
07/08/24	July- 12, 13, & 14, 26,27, 28, Nov- 15,16,17, Jan '25- 24,25,26, May '25- 2,3,4	Paul Strain	24-169	Danville Light Opera- DLO Musical Theatre
07/19/24	August 23, 2024 @ 9:00 AM @ 70 Walz Creek Drive	Kasey Antonini	24-170	Thyssen Krupp
07/25/24	10/13/2024	Connie Pruitt	24-171	Thyssenkrupp Dynamic Components for Veteran's
07/25/24	9/8/2024	Beth Edrington	24-172	Vermilion Valley Youth Football Conference
			24-173	Cheer and Dance Board
				Storm Youth Football

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
08-24-001	0624903	SAL	CENTRAL ILLINOIS LAND BANKAUTHORITY	33-30-315-003	800.00	61.89	0.00	50.00	450.00	0.00	238.11
				206 E. ELWOOD ST. RIDGEFARM, IL 61870							
08-24-002	1223902	SAL	CITY OF HOOPESTON	03-12-114-005	800.00	39.06	0.00	50.00	450.00	0.00	260.94
				E. PENN ST. HOOPESTON, IL 60942							
08-24-003	1223903	SAL	VILLAGE OF RANKIN	01-12-305-005	800.00	39.06	0.00	50.00	450.00	0.00	260.94
				S. DIXON ST. RANKIN, IL							
08-24-004	1223904	SAL	VILLAGE OF RANKIN	01-12-317-004	800.00	87.66	0.00	50.00	450.00	0.00	212.34
				E. 4TH AVE. RANKIN, IL							
08-24-005	2019-00457	DEF-REC	JOSE G MORIN	23-03-402-006	1,332.00	50.26	0.00	0.00	455.24	0.00	826.50
				110 IOWA ST., DANVILLE, IL 61832							
08-24-006	2019-00603	DEF-REC	STEPHANY DICKSON	23-05-305-015	4,138.43	42.16	0.00	0.00	1,163.80	0.00	2,932.47
				606 HARMON AVE., DANVILLE, IL 61832							
08-24-007	2020-00194	SUR	BERT J & BOBBETTE ASBURY	12-03-201-053	1,489.26	203.07	0.00	0.00	507.17	50.00	729.02
				13X N. VERMILION ST., POTOMAC, IL 61865							
08-24-008	2020-90043	SUR	KSAG WILLIAMS LLC	DANV01303	1,148.69	161.46	0.00	0.00	521.23	0.00	466.00
				1362 W WILLIAMS ST. LOT 34, DANVILLE, IL 61832							
08-24-009	2021-90064	SUR	TIFFANY PRIBBLE	OKWD00596	1,300.54	164.95	0.00	0.00	496.79	0.00	638.80
				47 LEE ST, OAKWOOD, IL 61858							
Totals					\$12,608.92	\$849.57	\$0.00	\$200.00	\$4,944.23	\$50.00	\$6,565.12
										Clerk Fees	\$849.57
										Recorder/Sec of State Fees	\$200.00
										Total to County	\$7,614.69

Committee Members

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

ELWOOD TOWNSHIP

PERMANENT PARCEL NUMBER: 33-30-315-003

As described in certificate(s) : 2020-01223 sold November 2021

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Central Illinois Land Bank Authority, has bid \$800.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$238.11 as a return for its certificate(s) of purchase. The County Clerk shall receive \$61.89 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$800.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$238.11 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

GRANT TOWNSHIP

PERMANENT PARCEL NUMBER: 03-12-114-005

As described in certificate(s) : 2019-00081 sold February 2021

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Hoopston, has bid \$800.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$260.94 as a return for its certificate(s) of purchase. The County Clerk shall receive \$39.06 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$800.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$260.94 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

BUTLER TOWNSHIP

PERMANENT PARCEL NUMBER: 01-12-305-005

As described in certificate(s) : 2019-00016 sold February 2021

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Village of Rankin, has bid \$800.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$260.94 as a return for its certificate(s) of purchase. The County Clerk shall receive \$39.06 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$800.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$260.94 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

BUTLER TOWNSHIP

PERMANENT PARCEL NUMBER 01-12-317-004

As described in certificate(s) : 2019-00021 sold February 2021

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Village of Rankin, has bid \$800.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$212.34 as a return for its certificate(s) of purchase. The County Clerk shall receive \$87.66 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$50.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$800.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$212.34 to be paid to the Treasurer of Vermilion County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid pursuant to 35 ILCS 200/21-90, and

AND WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

OAKLAWN SUB 40' N SDE L3 B6

PERMANENT PARCEL NUMBER: 23-03-402-006 sold on February 25, 2021

Commonly known as: 110 IOWA ST.

and it appearing to the Finance Committee that the redemption/reconveyance party, Jose G Morin, has defaulted a time payment contract.

Of the total amount due of \$4,477.85, the redemption/reconveyance party has only paid \$1,332.00. After several attempts to collect the balance, the Finance Committee feels that the above mentioned party has defaulted on the contract and the funds collected should be disbursed.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the sum paid under this defaulted contract for redemption/reconveyance be disbursed as follows:

\$50.26 to be paid to the County Clerk to reimburse the revolving account for the charges advanced from this account, \$455.24 is to be paid to the Agent for his services under his contract and the balance, \$826.50, shall be paid to the Treasurer of Vermilion County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid pursuant to 35 ILCS 200/21-90, and

AND WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

TINCHER & ENGLISH 3RD ADD--S 1/3 L3&N 1/3 L4

PERMANENT PARCEL NUMBER: 23-05-305-015 sold on February 25, 2021

Commonly known as: 606 HARMON AVE.

and it appearing to the Finance Committee that the redemption/reconveyance party, Stephany Dickson, has defaulted a time payment contract.

Of the total amount due of \$4,712.92, the redemption/reconveyance party has only paid \$4,138.43. After several attempts to collect the balance, the Finance Committee feels that the above mentioned party has defaulted on the contract and the funds collected should be disbursed.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the sum paid under this defaulted contract for redemption/reconveyance be disbursed as follows:

\$42.16 to be paid to the County Clerk to reimburse the revolving account for the charges advanced from this account, \$1,163.80 is to be paid to the Agent for his services under his contract and the balance, \$2,932.47, shall be paid to the Treasurer of Vermilion County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

EX W2,N50'ABND RR ROW BTWN VERMILION AND WILSON STS

PERMANENT PARCEL NUMBER: 12-03-201-053

As described in certificate(s): 2020-00194 sold on November 03, 2021

Commonly known as: 13X N. VERMILION ST.

and it appearing to the Finance Committee that it is in the best interest of the County to accept full payment of the delinquent taxes, penalties, interest, and costs from the owner of an interest in said property.

WHEREAS, Bert J & Bobbette Asbury, has paid \$1,439.26 for the full amount of taxes involved and a request for surrender of the tax sale certificate has been presented to the Finance Committee and at the same time it having been determined that the County shall receive \$729.02 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$203.07 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account. Bert J & Bobbette Asbury shall receive \$50.00 for overpayment. The remainder is the amount due the Agent under his contract for services.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, hereby authorizes the cancellation of the appropriate Certificate(s) of Purchase on the above described real estate for the sum of \$729.02 to be paid to the Treasurer of Vermilion County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, pursuant to the authority of 35 ILCS 516/35 the County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent mobile home taxes;

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described mobile home:

VIN: 19310
1973 ACADEMY 690 SqFt
MH PARK: big rock MOBILE HOME COURT

PERMANENT PARCEL NUMBER: DANV01303

As described in certificate(s): 2020-90043 sold on February 25, 2021

Commonly known as: 1362 W WILLIAMS ST. LOT 34

and it appearing to the Finance Committee that it is in the best interest of the County to accept full payment of the delinquent taxes, penalties, interest, and costs from the owner of an interest in said property.

WHEREAS, KSAG Williams LLC, For Darrion Davis, has paid \$1,148.69 for the full amount of taxes involved and a request for surrender of the tax sale certificate has been presented to the Finance Committee and at the same time it having been determined that the County shall receive \$466.00 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$161.46 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account. The remainder is the amount due the Agent under his contract for services.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, hereby authorizes the cancellation of the appropriate Certificate(s) of Purchase on the above described mobile home for the sum of \$466.00 to be paid to the Treasurer of Vermilion County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, pursuant to the authority of 35 ILCS 516/35 the County of Vermilion, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent mobile home taxes;

WHEREAS, Pursuant to this program, the County of Vermilion, as Trustee for the Taxing Districts therein, has acquired an interest in the following described mobile home:

VIN: M245492
1990 SCHULT 1216 SqFt
MH PARK: LAKEBLUFFR

PERMANENT PARCEL NUMBER: OKWD00596

As described in certificate(s): 2021-90064 sold on November 03, 2021

Commonly known as: 47 LEE ST

and it appearing to the Finance Committee that it is in the best interest of the County to accept full payment of the delinquent taxes, penalties, interest, and costs from the owner of an interest in said property.

WHEREAS, Tiffany Pribble, has paid \$1,300.54 for the full amount of taxes involved and a request for surrender of the tax sale certificate has been presented to the Finance Committee and at the same time it having been determined that the County shall receive \$638.80 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$164.95 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account. The remainder is the amount due the Agent under his contract for services.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF VERMILION COUNTY, ILLINOIS, that the Chairman of the Board of Vermilion County, Illinois, hereby authorizes the cancellation of the appropriate Certificate(s) of Purchase on the above described mobile home for the sum of \$638.80 to be paid to the Treasurer of Vermilion County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

ORDINANCE

RE: Amendment to the Combined Annual Budget and Appropriation Ordinance for the Non-Departmental Services Department – Budget Amendment

WHEREAS, the Vermilion County, Non-Departmental Services has a need to transfer additional General Fund monies into the Non-Departmental Services Department; and,

WHEREAS, the funds received will be place in an expense line to pay for expenses to Clifton Larson Allen from the FY2023 audit; and,

WHEREAS, the expense was not sufficiently certain or known when the budget was prepared, and thus was not included.

NOW, THEREFORE BE IT ORDAINED by the County Board of Vermilion County Illinois that the County Auditor and County Board Chairman and Office be authorized and instructed to amend the budget for fiscal year 2023-2024 to add the amounts as set out below:

001.168.00.4281	Contractual/Audit Service	\$40,000.00
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PRESENTED, APPROVED AND RESOLVED by the County Board of Vermilion County, Illinois at the August 13, 2024 A.D. Session.

This amendment takes two thirds majority for passage.

DATED this 13th day of August, 2024 A.D.

AYE _____ NAY _____ ABSENT _____

Chairman, Vermilion County Board

ATTEST:

Clerk of the County Board

Page 2
Budget Amendment – Non-Departmental Services

APPROVED BY FINANCE/PERSONNEL: 8/5/2024:

Steve Miller (Y) N A
Chairman

Jerry Hawker (Y) N A

Craig Golden (Y) N A

Becky Stark (Y) N A

Kevin Bodine (Y) N A

Greg Shepard (Y) N A

Todd Johnson (Y) N A

Lon Henderson (Y) N A

Jim McMahon (Y) N A

Request for Amendment
Fiscal Budget
2023 - 2024

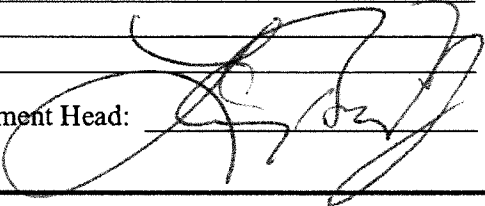
Dept: Non-Departmental

Date: 7/29/24

Account Number	Account Description	Original Appr.	Additional	To Read
<u>001.168.00.4281</u>	<u>Contractual/Audit Service</u>	<u>\$ 119,500</u>	<u>\$ 40,000</u>	<u>\$159,500.00</u>
<u> </u>	<u> </u>	<u>\$</u>	<u>\$</u>	<u> </u>
<u> </u>	<u> </u>	<u>\$</u>	<u>\$</u>	<u> </u>
<u> </u>	<u> </u>	<u>\$</u>	<u>\$</u>	<u> </u>
<u> </u>	<u> </u>	<u>\$</u>	<u>\$</u>	<u> </u>
<u> </u>	<u> </u>	<u>\$</u>	<u>\$</u>	<u> </u>
<u> </u>	<u> </u>	<u>\$</u>	<u>\$</u>	<u> </u>
<u> </u>	<u> </u>	<u>\$</u>	<u>\$</u>	<u> </u>
<u> </u>	<u> </u>	<u>\$</u>	<u>\$</u>	<u> </u>
<u> </u>	<u> </u>	<u>\$</u>	<u>\$</u>	<u> </u>

Narrative:

This is adding money to the contractual/audit expense line to pay audit bills associated with progress billing for 2023.

Department Head: 

Approved By:

_____ Committee

 Chairman

Finance Committee

 Chairman

Dated: _____

Dated: _____

ORDINANCE

RE: Amendment to the Combined Annual Budget and Appropriation Ordinance for the Liability Insurance Fund – Budget Amendment

WHEREAS, the Vermilion County, Liability Insurance Fund balance has a need to reflect monies into an expenses line of the Liability Insurance Fund; and,

WHEREAS, the funds received will be place in an expense line to pay a workers compensation settlement claim; and,

WHEREAS, the expense was not sufficiently certain or known when the budget was prepared, and thus was not included.

NOW, THEREFORE BE IT ORDAINED by the County Board of Vermilion County Illinois that the County Auditor and County Board Chairman and Office be authorized and instructed to amend the budget for fiscal year 2023-2024 to add the amounts as set out below:

005.198.00.4152	Workers Compensation	\$141,850.00
------------------------	-----------------------------	---------------------

PRESENTED, APPROVED AND RESOLVED by the County Board of Vermilion County, Illinois at the August 13, 2024 A.D. Session.

This amendment takes two thirds majority for passage.

DATED this 13th day of August, 2024 A.D.

AYE _____ NAY _____ ABSENT _____

Chairman, Vermilion County Board

ATTEST:

Clerk of the County Board

APPROVED BY FINANCE/PERSONNEL: 8/5/2024:

Steve Miller (Y) N A
Chairman

Jerry Hawker (Y) N A

Craig Golden (Y) N A

Becky Stark (Y) N A

Kevin Bodine (Y) N A

Greg Shepard (Y) N A

Todd Johnson (Y) N A

Lon Henderson (Y) N A

Jim McMahon (Y) N A

**Request for Amendment
Fiscal Budget
2023 - 2024**

Dept: Liability Insurance Fund

Date: 07/24/24

Account Number	Account Description	Original Appr.	Additional	To Read
<u>005.198.00.4152</u>	<u>Worker's Compensation</u>	\$ <u>425,000</u>	\$ <u>141,850</u>	<u>\$566,850.00</u>
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____

Narrative:

This will allow invoiced expenditures to be paid as a settled Workers Compensation case to CCMSI.

Department Head: _____

Approved By:

_____ Committee

Finance Committee

_____ Chairman

_____ Chairman

Dated: _____

Dated: _____

ORDINANCE

RE: Amendment to the Combined Annual Budget and Appropriation Ordinance for the General Fund, Non-Departmental, Budget Amendment – Judges Grant – Courtroom Technology Modernization Grant

WHEREAS, the Vermilion County Court system was awarded additional grant funds for courthouse technology improvement; and,

WHEREAS, the funds received need to be recognized in the General Fund and placed in appropriate lines for expending the funds; and,

WHEREAS, this was not sufficiently certain or known when the budget was prepared, and thus was not included.

NOW, THEREFORE BE IT ORDAINED by the County Board of Vermilion County Illinois that the County Auditor and County Board Chairman and Office be authorized and instructed to amend the budget for fiscal year 2023-2024 to add the amounts as set out below:

001.101.00.3324	Grant Funds	\$2,810.00
001.168.00.4282	Contractual-Courthouse	\$2,810.00

PRESENTED, APPROVED AND RESOLVED by the County Board of Vermilion County, Illinois at the August 13, 2024 A.D. Session.

This amendment takes two thirds majority for passage.

DATED this 13th day of August, 2024 A.D.

AYE _____ NAY _____ ABSENT _____

Chairman, Vermilion County Board

ATTEST:

Clerk of the County Board

Budget Amendment – Vermilion County, Judges Grant

APPROVED BY Judicial & Rules 06/25/24:

Jerry Hawker Y N A
Chairman

Britny Hoag Y N A
Marla Mackiewicz Y N A
Greg Shepard Y N A
Becky Stark Y N A
George Weller Y N A
Gary Miller Y N A

APPROVED BY Technology 08/05/24:

Todd Johnson Y N A
Billy Ryan Y N A
Greg Shepard Y N A
Marla Mackiewicz Y N A
Phearn Butler Y N A
Tara Auter Y N A
Tim McFadden Y N A

Larry Baughn Jr. Y

APPROVED BY FINANCE/PERSONNEL 08/05/24:

Steve Miller Y N A
Chairman

Jerry Hawker Y N A
Craig Golden Y N A
Becky Stark Y N A
Kevin Bodine Y N A
Lon Henderson Y N A
Todd Johnson Y N A
Jim McMahan Y N A
Greg Shepard Y N A

**Request for Amendment
Fiscal Budget
2023 - 2024**

Dept: General Fund - Non Departmental

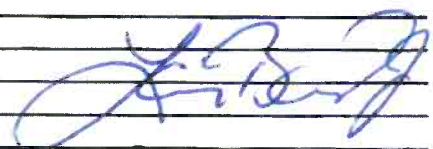
Date: 6/17/2024

Account Number	Account Description	Original Appr.	Additional	To Read
<u>001.101.00.3324</u>	<u>Grant Funds</u>	\$ <u>141,610</u>	\$ <u>2,810</u>	<u>144,420.00</u>
<u>001.166.00.4282</u>	<u>Contractual - Courthouse</u>	\$ <u>53,560</u>	\$ <u>2,810</u>	<u>56,370.00</u>
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____

Narrative:

This is adding money to the revenue line due to receiving additional grant funds for Court Room Technology Modernization program. This is also increasing the expense line by the same amount so that the money can expended for this use.

This \$2,810 is in addition to the original approved amount of \$53,560 at the May Finance Committee Meeting.



Department Head: Riann Talbot

Approved By:

_____ Committee

 Chairman

Finance Committee

_____ Chairman

Dated: _____

Dated: _____

Budget Amendment – Technology Services Department

Approved by Technology Committee: 8/5/2024

<u>Todd Johnson</u> Chairperson	(Y) N A
Billy Ryan	Y N (A)
Greg Shepard	Y N (A)
Marla Mackiewicz	Y N (A)
Phearn Butler	(Y) N A
Tim McFadden	Y N (A)
Tara Auter	(Y) N A
Larry Baughn JR.	(Y)

Approved by Finance Personnel Committee: 8/5/2024

<u>Steven Miller</u> Chairperson	(Y) N A
Jerry Hawker (Vice Chair)	(Y) N A
Craig Golden	(Y) N A
Becky Stark	(X) N A
Kevin Bodine	(Y) N A
Lon Henderson	(Y) N A
Todd Johnson	(Y) N A
Jim McMahon	(Y) N A
Greg Shepard	(Y) N A

**Request for Amendment
Fiscal Budget
2023 - 2024**

Dept: Technology Services

Date: 7/17/2024

Account Number	Account Description	Original Appr.	Additional	To Read
001.130.00.4292	Maint/Repair Hardware	\$ 91,135	\$ 75,283	166,418.00
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____

Narrative:

This is adding money to the Maint/Repair line to purchase needed cameras for the Court House. This money currently resides in the General Fund via Recreational Use Tax Revenue. This is now requested to be moved to an expense line to purchase security cameras.

Department Head: Brian Jallott

Approved By:

_____ Committee

Finance Committee

Chairman

Chairman

Dated: _____

Dated: _____

Prepared For:

VERMILION COUNTY COURTHOUSE - Danville, IL - VERMILION COUNTY COURTHOUSE VMS 30 Days

**Brian Talbott
VERMILION COUNTY COURTHOUSE
7 N VERMILION
DANVILLE, IL , 61832
(217)554-6060
btalbott@vercounty.org**

Prepared By:

**Securitas Technology Corporation
3800 Tabs Drive
Uniontown, OH 44685
Phone: 1-855-331-0359
Derrick Hubbard
Sr Account Executive
(330) 785-5138
derrick.hubbard@securitases.com**

Project Site:

**VERMILION COUNTY COURTHOUSE
7 N Vermilion St.
Danville, IL, 61832
(217)554-6060**

VERMILION COUNTY COURTHOUSE VMS
30 DAYS STORAGE

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 NotesError! Bookmark not defined.

Turn Over.....Error! Bookmark not defined.

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Project Summary

Securitas will provide and install a new Storage server for your existing EXACQ server, along with replacing all of your existing analog cameras with new IP cameras. The new storage server will give you 30 days of 100% recording with a 20% growth allowance.

Installation

Installation is to be done during normal business hours. Work shall begin and finish in one complete continuous effort. There is no planned phased delivery for this project.

Owner Requirements

1. All work is to be completed during local normal business hours, Monday – Friday, 8am -5pm
2. The Owner is responsible for providing all naming conventions prior to any work being completed on-site
3. The Owner is responsible for providing all 120v power as required prior to any work being completed on-site
4. The Owner is responsible for providing the network connections for the Ethernet communication path prior to any work being completed on site
5. The Owner is responsible for providing all computers and accessories required for this project
6. The Owner is responsible for creating and maintaining the CCTV End-User programming, including but not limited to the following
 - a. Users and user permissions
 - b. Custom views
7. The owner will provide all necessary POE Switches
8. The owner will install all necessary raceways and conduit
9. The owner will provide and run all Cat6 cables to each camera location to and connect to the POE Switch

Specific Assumptions for this Project

1. Securitas assumes that the outdoor cameras will be mounted at 12-15ft above the ground and will not require a lift. If a lift is required, then another cost will ensue.
2. Securitas assumes that the exterior building no more 18” thick and can be drilled with a standard masonry bit.

Specific Exclusions for this Project

1. Because permits and compliance fees vary considerably from area, they have been excluded from this proposal. Permits and compliance fees for this project will be billed under separate cover once the fees have been identified.

Theory of Installation

CCTV System

1. Securitas will provide and install one (1) S-36T-2U-2, EXACQ Rackmount 2U storage server to work in addition to your existing EXACQ IP04-48T-R4A
 - a. Parameters of VMS
 - i. Each camera stream will record 10FPS
 - ii. Each camera will be set to record continuously
 - iii. You will have at least 30 days of storage

- iv. You have room for a 20% increase of recording while still getting 30 days of storage
- b. You currently have 8 IP camera licenses. Because all cameras being added are from one of EXACQ's partner companies, all required IP camera licenses are free. This is a savings of more than \$7,000.00
- 2. Securitas will provide and install the cameras in the locations indicated on the drawings
 - a. We will install cameras and if required, mounts as indicated on the Camera Reference Page and drawing. All specific parts are in the book of material
 - i. (2) Illustra Pro Gen4 32MP Multisensor Camera
 - ii. (1) Illustra Flex Gen4 16MP Dual Sensor Camera
 - iii. (3) Illustra Flex Gen4 8MP/4K Bullet Camera
 - iv. (12) Illustra Flex Gen4 2MP Minidome Camera
 - v. (10) Illustra Flex Gen4 5MP Minidome Camera
- 3. We will also install a camera in each elevator
 - a. (2) Illustra Flex Gen4 2MP Compact Dome Camera
 - i. For this to be done, the elevator company will need to provide us with a cable and will need to be on-site when we install the elevator cameras. This will require a separate direct quote from your elevator company
- 4. We will install (2) cameras on the roof for the purpose of looking down the street
 - a. (2) Illustra Flex Gen4 8MP/4K Bullet Camera
 - i. Before we install the roof cameras we may need to do a final survey with our technician to make sure we have everything we need to secure the cameras properly. It may be determined that additional parts and labor be required. If so, a change order may be needed

Notes: 1. This quote is being offered with Sourcewell pricing. 2. No Recurring Monthly Revenue is required for this job; however, at minimum, an Annual Preventive Maintenance plan is recommended. Any services can be removed, or others can be added upon request before this document is signed.

- 5. We will remove all existing analog cameras. We will not be responsible for removing of the old wire or any patching or painting that may be required

The customer will be available for turnover and acceptance immediately after completing the project.

Securitas will consider the project complete after the following is system successfully tested

1 Proposal Schedules:

1.1 Material Schedule:

Material Line Items

Manufacturer	Part Number	Qty	Unit Price	Total Price
Exacq	5000-50400	1	\$87.56	\$87.56
External USB 1GB NIC AVAIF/ALL				
Exacq	5000-20070	1	\$131.34	\$131.34
26" Rackmount Sliding Rail Kit for EL-Series Servers				
Exacq	S-28T-2U-2	1	\$15,460.34	\$15,460.34
S-Series Storage Server, 2U, 42TB HDD				
Exacq	IPS32-M13-OIA4	2	\$2,641.49	\$5,282.98
Illumina Pro Gen4 (8MP x4) 32MP Multisensor, 3.6-11mm, AI				
Sensormatic	IA-POE-90-U00	2	\$315.24	\$630.48
95W POE INJECTOR				
American Dynamics	IBPN-M-IS12-A	2	\$145.94	\$291.88
Illumina Pro Gen4 Multisensor Pendant Cap				
American Dynamics	RHOLW	2	\$145.94	\$291.88
Dome mount, Ultra (indoor) / Optima (indoor/outdoor), wall,				
American Dynamics	RHOWCA	2	\$87.56	\$175.12
Dome mount, corner bracket adapter, use w/ RHOSW or RHOLW				
Exacq	IFS16-M10-OIA4	1	\$1,135.48	\$1,135.48
GEN4 16MP DUAL SNSR, MFZ 3.42				
Sensormatic	IA-POE-90-U00	1	\$315.24	\$315.24
95W POE INJECTOR				
American Dynamics	IBPN-F-4DIS-A	1	\$96.31	\$96.31
GEN4 DUAL SENSOR PENDANT MOUNT				
American Dynamics	IA-CAP-WH-F4M	1	\$29.18	\$29.18
GEN4 DUAL SENSOR WEATHER HOOD				
JCI	RHOSW	1	\$134.73	\$134.73
Dome mount, Ultra (indoor) / Optima (indoor/outdoor), wall,				
American Dynamics	IFS08-B13-OIB4	3	\$712.82	\$2,138.46
ILL FLEX4 8MP BULLET				
American Dynamics	IFS02-D12-OIB4	12	\$427.69	\$5,132.28
ILL FLEX4 2MP OUTDOOR MINIDOME				



American Dynamics	IFS05-D12-OIB4	10	\$498.97	\$4,989.70
ILL FLEX4 5MP OUTDOOR MINIDOME				
American Dynamics	IFS02-C10-OIB4	2	\$299.39	\$598.78
ILL FLEX4 2MP COMPACT DOME				
American Dynamics	IFS08-B13-OIB4	2	\$712.82	\$1,425.64
ILL FLEX4 8MP BULLET				
TRENDNet	TPE-224WS	1	\$383.83	\$383.83
TRENDnet TPE-224WS 24-Port Gigabit Web Smart PoE Switch				
TRENDNet	TPE-TG80G	3	\$145.94	\$437.82
8-PORT Gigabit Switch, POE+, 123WATTS				
Freight and Handling:				\$2,136.49

Subcontracting & Cable Schedule

Categories	Qty	Unit	Price
Sub. Labor			\$18,882.00
Misc.			\$729.25
MANLIFT STRAIGHT BOOM			\$1,181.82

Additional Cables and Locks:

2 Service and Support Schedules:

Service and Support Schedule

Categories	Qty	Internal Part #	Monthly Charges
Annual Preventative Maintenance III - Video	1	PLAN C VID	\$56.00

Scheduled Preventative Maintenance (Mon - Fri, 8am - 5pm local time) may include a review of cameras, housings, monitors, controls, storage, DVR/NVR, converter devices and batteries associated with the applicable video system covered and listed under the terms of the contract. Components are typically visually inspected and tested for proper operation and functionality per the STC Preventative Maintenance (PM) Checklist, which includes 30 minutes of travel time. PM service does not include national holidays, battery replacement(s), after hours or weekends, or lift/specialty rentals required to perform the PM. Repairs identified during the PM, additional travel time, non standard business hours, return trips, and specialty rentals will be billed at standard time and material rates, unless covered under a STC Service Plan. Customer required to provide free and clear access to equipment and the ability to inspect and test devices as necessary to perform PM service.

Labor Only Service Plan	1	C OPTION A	\$426.65
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Plan coverage includes troubleshooting, diagnosis, adjustment and repair of non-functioning security system devices covered and listed per contract terms. Service is for repair labor purposes only and covers normal wear and tear. Coverage does not include parts, equipment, lift or specialty rentals, system upgrades, add ons, technology enhancements, Acts of God, vandalism, customer or third-party alterations or misuse, and other exemptions as identified per contract terms, which will be billed at STC prevailing service rates. Plan covers labor during normal business hours (Monday thru Friday, 8am-5pm local time); does not include national

holidays, weekends, or after hours service, which will be billed at STC prevailing hourly rates. Customer required to provide free and clear access to equipment and the ability to perform repair services as necessary. Customer is responsible to perform their own onsite device and signal testing to identify and report any system malfunctions or service repair needs.

Standard Service Plan

1

CP OPTION A

\$696.86

Plan coverage includes troubleshooting, diagnosis, adjustment, repair and/or replacement, if required, of non-functioning security system devices covered and listed per contract terms. Service is for repair purposes only and covers normal wear and tear. Coverage does not include battery replacement(s), lift or specialty rentals, system upgrades, add ons, technology enhancements, equipment obsolescence, Acts of God, vandalism, customer or third-party alterations or misuse, and other exemptions as identified per contract terms, which will be billed at STC prevailing service rates. Plan covers labor during normal business hours (Monday thru Friday, 8am-5pm local time); does not include national holidays, weekends or after hours service, which will be billed at STC prevailing hourly rates. Customer required to provide free and clear access to equipment and the ability to perform repair services as necessary. Customer is responsible to perform their own onsite device and signal testing to identify and report any system malfunctions or service repair needs.

3 Purchase Investment Summary:

Pricing Breakdown

Material Schedule:	\$39,169.03
Labor Schedule:	\$29,977.07
Freight, Handling and Other:	\$2,136.49
Total:	\$71,282.59

*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

Billing Terms:

0% On Order Entry - 40% Upon Installation - 60% On Installation Completion. Payment Terms: Due thirty (30) days after receipt of invoice or as otherwise set forth in the agreement between the parties.

Service and Support Schedule (Monthly per Location): \$1,179.51

Note: Billing for all Services, including applicable Service Plans, will be begin upon installation completion or in-service date.

Client agrees to pay Securitas Technology Corporation this monthly sum, plus all applicable taxes, per location, for the Services indicated on the Service & Support Schedule, prepaid Quarterly for a period of 5 year(s).

This proposal is valid for 30 days

Thank you for the opportunity to provide this proposal. Please sign, date and return the proposal in its entirety to

EMail: derrick.hubbard@securitates.com

Please issue any Purchase Order or other contract documents to Securitas Technology Corporation

Client Expected Completion Date:

This Agreement shall not become binding on Securitas Technology Corporation until approved and accepted by Securitas Technology Corporation management as provided below.

Seller:

Buyer:

Securitas Technology Corporation

VERMILION COUNTY COURTHOUSE

Company

Trade, partnership or corporate name if different from above.

3800 Tabs Dr.

7 N VERMILION

Uniontown OH44685

DANVILLE IL 61832

Address

Address

Derrick Hubbard, Sr Account Executive

Brian Talbott

Account Representative Name & Title

Name & Title

Securitas Technology Corporation Management

Authorized Signature Date

Securitas Technology Corporation Management Signature Date



MASTER SERVICES AGREEMENT

This Master Services Agreement (this "**Agreement**") is made and entered into on 03-20-2024 (the "**Effective Date**") by and between Securitas Technology Corporation, with its principal place of business located at 3800 Tabs Drive, Uniontown, OH 44685 ("**Company**") and VERMILION COUNTY COURTHOUSE, with its principal place of business located at 7 N VERMILION, DANVILLE, IL, 61832 (herein after referred to as "**Client**").

1. System and Services.

Company agrees to sell, install, monitor and/or repair (collectively and individually referred to as "**Services**") security systems and the components comprising such systems (collectively and individually referred to as "**System(s)**") as described in an "**Ordering Document**", which can include but is not limited to a Schedule of Service and Protection, Schedule of Installation and Services, purchase order or statement of work, as accepted by Company during the term of this Agreement and at various premises of Client. Each Ordering Document, once submitted by Client and accepted by Company, will become part of and governed by this Agreement. If there is no service plan provided for in the Ordering Document, then service will be provided on a time and material basis during the hours of 8:00 a.m. to 5:00 p.m. (local time to where the work is performed) Monday through Friday, excluding Company holidays ("**Company's Normal Working Hours**"), at Company's then current rates. The terms of this Agreement shall apply only to Systems and Services at locations identified on an Ordering Document under this Agreement. If Client has existing agreements related to Company-provided Systems and/or Services, the terms and conditions of this Agreement shall cancel and supersede all such prior agreements, whether oral or written. Any Ordering Documents under those agreements shall now be governed by the terms and conditions of this Agreement.

2. Term, Renewal, and Expiration.

This Agreement is effective as of its execution date and, for use of the System and services, shall have an initial term beginning on the date the System first becomes operational and expiring on the last day of the calendar month sixty (60) months after the Effective Date (the "**Initial Term**"). Unless expressly provided otherwise herein, to the extent that the terms of any Ordering Document conflict with the terms of this Agreement, the terms of this Agreement will control. After the Initial Term expires, this Agreement will automatically be renewed as consecutive one (1) year terms, except where prohibited by applicable law, in which case the Agreement will renew from month to month (any such term being a "**Renewal Term**"), unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the anniversary date of the Initial Term or the Renewal Term. This Agreement shall control all new locations specified in any Ordering Document for a period of sixty (60) months from the date the System first becomes operational and expiring on the last day of the calendar month sixty (60) months thereafter and will automatically renew as set forth above, unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the expiration date of the then-current Initial Term or Renewal Term. Provided, however, that if this Agreement has terminated or expired prior to the end of the Initial Term or any renewal term of such Ordering Document location, the terms and conditions of this Agreement (other than the renewal provisions thereof) shall nevertheless be applicable to the rights and obligations of Company and the Client, as to the providing of services to any such Ordering Document locations.

3. Acceptance and Transfer of Title.

Title, risk of loss, and the right to use a System will pass to Client upon Client's Acceptance thereof according to this Section 3. Notwithstanding the foregoing, under no circumstances will title to any software pass to Client. Client will be deemed to have accepted the Systems provided hereunder according to the following ("**Acceptance**"):

- A. Acceptance of Installed Systems. For an installed System, Client shall have ten (10) days (unless a longer period of time is specified in the applicable Ordering Document) following the completion of installation of the System(s) and Company's determination that the System is in operable condition, capable of functioning according to Company's standards and specifications, and communicating with Company's central station(s)/monitoring center(s) (collectively "**Client Service Center**" or "**Center**") (if applicable) to accept the System (the "**Acceptance Period**"). If Client accepts the System, Client shall execute Company's Certificate of Completion or other user acceptance document (each a "**COC**"). If the System does not materially comply with the Ordering Document, Client may deny Acceptance by providing a written notice specifying in detail the reasons the System fails to meet the relevant criteria ("**Deficiency Notice**"). Company will correct any material deficiencies and will retender the System to Client for review and approval as soon as reasonably practicable. The foregoing described process shall repeat until Company corrects all material deficiencies and the System materially complies with the Ordering Document. If no Deficiency Notice is received by Company within the Acceptance Period, or if the System is utilized for purposes other than testing, regardless of whether Client executes Company's COC, the System shall be deemed accepted by Client. Company shall have no obligation to allow return or grant a refund for any part of a System that has been accepted by Client.
- B. Acceptance of Shipped Orders (no installation included). For a shipped order that does not include installation (a.k.a. a box sale), Client's Acceptance shall be deemed to occur, and title and risk of loss shall transfer to Client, upon the System being shipped from Company's shipping point to Client's location.

4. Payment and Pricing Adjustments.

- A. Payment. Client agrees to pay Company:
 - i. for the sale and installation of the System as provided in the applicable Ordering Document;

- ii. for any System that is not purchased outright (a "Leased System"), Client acknowledges that the cost of the Leased System and installation labor is incorporated into the monthly fees set forth on the Ordering Document. Following the expiration of the Initial Term of the relevant Ordering Document, Client may contact Company to request a buy-out of the Leased System, whereby ownership of the Leased System would be transferred to Client, and to renegotiate the monthly fee. Unless and until a buy-out occurs, Company retains ownership of a Leased System. Client hereby authorizes Company to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Client's behalf and to file such documents in all places where necessary to perfect Company's interest in the Leased System. Client agrees to execute any such instruments as Company may request from time to time;
 - iii. for the monitoring, servicing and/or repairing of the System as provided in an Ordering Document, commencing from the date of Client's Acceptance; and
 - iv. for any interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the System becomes operative until the first of the following month. Payments for services are due sixty (60) months, in advance, commencing from the first day of the month following the date of Client's Acceptance.
- B. Payment Terms, Collections. Payments are due thirty (30) days from the invoice date. Failure to pay amounts when due shall give Company the right to charge interest at the rate of 1½% per month, or other maximum permitted by law, on any delinquent balance. Should Company be required to retain an attorney or file suit with respect to collection of any amounts due, Client shall be responsible for payment of Company's attorney fees and expenses related to such collection efforts. Company reserves the right, upon seven (7) days written notice to Client, to suspend all services while Client's account is delinquent.
- C. Progress Billing. If the price of a single project exceeds fifty thousand dollars (\$50,000.00), Company shall have the right to submit invoices for progress payments based on percentage of work completed for such project.
- D. Pricing Adjustments. Company shall have the right to make any or all of the following pricing adjustments subject to the limitations set forth below:
- i. Client agrees that at any time following expiration of (12) months from the Effective Date of this Agreement or from the date of Client's Acceptance of a System at a new location, Company may increase the monthly charges set forth in the applicable Ordering Document once a year, for the balance of the term and any renewal thereof. If Company increases the monthly charges by an amount greater than nine percent (9%), Client's sole remedy with respect to such increase is to terminate this Agreement upon written notice to Company within fifteen (15) days of the earlier of the first invoice reflecting such increase or any other notification to Client of the increase.
 - ii. Company reserves the right to, no more often than once annually and no sooner than six (6) months from the Effective Date, adjust any pricing under this Agreement, including but not limited to equipment, fees and labor rates, in the event that the Consumer Price Index-All Urban Workers (the "CPI") increases by greater than three percent (3%) between the Effective Date and the time of such adjustment. The percentage of such adjustment may be up to the percentage increase of the CPI.
 - iii. Company reserves the right to increase any pricing, after an Ordering Document is executed, to the extent that the price to Company of such item has been increased by Company's supplier. Client's sole remedy with respect to such an increase is to cancel the subject Ordering Document.
5. Miscellaneous Charges and Increase in Charges.
- A. The prices given to Client are exclusive of taxes and Client shall be responsible for paying for any applicable City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to Company for facilities required for transmission of signals under this Agreement.
 - B. At Company's option, a fee may be charged for any unnecessary service run or false alarm. If either Client or Company is assessed any fine or penalty by any municipality, fire, or police department as a result of any false alarm, Client shall pay the full amount of such fine or penalty. If, following an investigation at Client's request, it is mutually agreed that a false alarm was caused by Company, the amount of the fine or penalty paid by Client shall be credited to Client's account. Should the System excessively signal Company's monitoring facility as a result of any cause other than Company's sole negligence, Client authorizes Company to: (i) suspend performance of any of the services; (ii) shut down the panel and/or the System; and (iii) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility while the Parties investigate the source of the excessive signaling.
 - C. The payments set forth in the Ordering Document may include telephone company line charges, if required. Company may immediately increase its monthly charges to reflect such increased line charges for the Client facility covered by this Agreement. Client shall also pay any telephone company toll line charges incurred by the operation of the System.
 - D. Installation charges set forth in an Ordering Document assume installation will be performed during Company's Normal Working Hours and using its own personnel. If Client requests the installation or any part thereof to be performed outside of Company Normal Working Hours, or by Client specified contractors, or if Company's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.
 - E. If any governmental agency, or any updated technology standards (including but not limited to cellular signal sunset), require any changes in the System originally installed for compliance requirements and/or continued functionality, Client agrees to pay for such changes. It is Client's responsibility to obtain all alarm use permits required by the local jurisdiction.
 - F. The prices quoted for the System are based upon the number of components, type of security and service specified in the Ordering Document. Should Client request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at Company's initial survey and for delays other than caused by Company will be borne by Client at Company's then current rates.
 - G. Client shall pay the greater of (i) any penalties or charges incurred by Company; (ii) \$25.00, or (iii) the maximum amount permitted by law; in relation to any not-sufficient-funds (NSF) check submitted by Client.

- H. Invoices to Client shall be provided electronically unless otherwise requested by Client. A nominal fee, not to exceed three dollars (\$3.00), may be charged for each paper invoice mailed.
- I. Company may make periodic searches at credit reporting agencies and fraud prevention agencies and reserves the right to change payment terms based upon information obtained in the searches.

6. **Liquidated Damages and Company's Limits of Liability.**

- A. THE PARTIES AGREE THAT (I) COMPANY IS PROVIDING A SYSTEM AND/OR SERVICE DESIGNED TO REDUCE THE RISK OF LOSS ONLY; (II) THE PAYMENTS PROVIDED FOR HEREIN ARE BASED SOLELY ON THE VALUE OF THE SYSTEM AND/OR SERVICES AS DESCRIBED HEREIN AND ARE UNRELATED TO THE VALUE OF ANY PROPERTY LOCATED ON CLIENT'S PREMISES; (III) COMPANY IS NOT LIABLE FOR LOSSES WHICH MAY OCCUR IN CASES OF MALFUNCTION OR NON-FUNCTION OF ANY SYSTEM PROVIDED OR SERVICED BY COMPANY, NOT LIABLE FOR LOSSES WHICH MAY OCCUR IN THE MONITORING, REPAIRING, SIGNAL HANDLING OR DISPATCHING ASPECTS OF THE SERVICE, AND NOT LIABLE FOR LOSSES RESULTING FROM FAILURE TO WARN OR INADEQUATE TRAINING, IN EACH CASE EVEN IF DUE TO COMPANY'S NEGLIGENCE OR FAILURE OF PERFORMANCE; (V) COMPANY IS NOT AN INSURER; AND (VI) INSURANCE COVERING PERSONAL INJURY, PROPERTY LOSS, AND DAMAGE TO AND ON CLIENT'S PREMISES MUST BE OBTAINED AND/OR MAINTAINED BY CLIENT. CLIENT UNDERSTANDS THAT (A) IT IS CLIENT'S DUTY TO PURCHASE SUCH INSURANCE; AND (B) COMPANY OFFERS SEVERAL LEVELS OF PROTECTION AND SERVICES AND THAT THE SYSTEM AND/OR SERVICE DESCRIBED IN THE ORDERING DOCUMENT HAS BEEN CHOSEN BY CLIENT AFTER CONSIDERING AND BALANCING THE LEVELS OF PROTECTION AFFORDED BY VARIOUS SYSTEMS AND THE RELATED COSTS. THIS AGREEMENT SHALL CONFER NO RIGHTS ON THE PART OF ANY PERSON OR ENTITY THAT IS NOT A PARTY HERETO, WHETHER AS A THIRD-PARTY BENEFICIARY OR OTHERWISE, WITH THE EXCEPTION OF THIRD PARTIES IDENTIFIED IN THIS SECTION 6.
- B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CLIENT'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CLIENT DATA, INABILITY OF COMPANY TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CLIENT'S POSSIBLE LOSS OR INJURIES TO THIRD PARTIES. THEREFORE, IF SECTION 6(A) IS JUDICIALLY DETERMINED TO BE INVALID, UNENFORCEABLE, OR IS OTHERWISE NOT ENFORCED, AND ANY LIABILITY IS JUDICIALLY IMPOSED ON COMPANY, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED OR \$10,000 WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED, COMPANY'S LIABILITY SHALL BE LIMITED TO \$500.00). THIS SUM SHALL BE PAID AND RECEIVED EITHER (i) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE COMPANY'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF COMPANY, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. IF CLIENT WISHES COMPANY TO INCREASE THE AMOUNT OF THE LIQUIDATED DAMAGES OR LIMITATION OF LIABILITY AS PROVIDED ABOVE, CLIENT MAY OBTAIN FROM COMPANY AN ADDITIONAL AMOUNT OF LIQUIDATED DAMAGES OR HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO COMPANY. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH COMPANY AS AN INSURER.
- C. IN NO EVENT WILL COMPANY, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR ANY LOST PROFITS, LOSS OF REVENUE, COST OF COVER, OR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER, WHETHER SOUNDING IN CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY AND PRODUCTS LIABILITY), OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THE DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.
- D. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST COMPANY MORE THAN TWO (2) YEARS AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES.
- E. BECAUSE THE PARTIES AGREE THAT CLIENT RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS ON ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO CLIENT'S OWN PROPERTY OR THE PROPERTY OF OTHERS ON ITS PREMISES, CLIENT AGREES TO INDEMNIFY AND SAVE HARMLESS COMPANY, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY COMPANY OF ANY SERVICE PROVIDED BY COMPANY, INCLUDING BUT NOT LIMITED TO, THE INSTALLATION, REPAIR, MONITORING, SIGNAL HANDLING, OR DISPATCHING ASPECTS OF THE SERVICE.
- F. WITH RESPECT TO LEASED SYSTEMS, CLIENT EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CLIENT UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CLIENT BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY COMPANY'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.
- G. THIS SECTION 6 SHALL APPLY TO ANY OTHER COMPANY OR ENTITY, AND THE WORK IT PERFORMS, WHICH FURNISHES, AS A SUBCONTRACTOR OR OTHERWISE, ANY INSTALLATION, REPAIRS, MAINTENANCE, MONITORING OR OTHER SERVICES PROVIDED HEREUNDER.

7. **Limited Equipment Warranty.**

- A. Where Client purchases a System under this Agreement, unless Client has purchased a service plan that commences from the date of installation, Company warrants to Client that the equipment provided will conform to its associated documentation under normal use and operating conditions for a period of ninety (90) days from the date of Acceptance. If, during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at Company's sole option, free of charge. Warranty repair is provided during Company's Normal Working Hours. This warranty will not apply if the damage or malfunction occurs due to (i) adjustments, additions,

alternations, abuse, misuse or tampering of the System by the Client (ii) System operation or use contrary to the operating instructions; (iii) software used with an operating system other than that specified by Company or its original equipment manufacturer ("OEM"); (iv) performance issues relating to the use of Client's data network(s); (v) power fluctuations; or (vi) any other cause not within the cause or control of Company. If inspection by Company fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Client's expense and Company's regular service charges will apply.

- B. **DISCLAIMER OF ALL OTHER WARRANTIES.** EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY, COMPANY MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, WHETHER ARISING UNDER LAW OR EQUITY OR CUSTOM OR USAGE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, OR QUIET ENJOYMENT AND ANY WARRANTY THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. COMPANY MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CLIENT'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.
- C. **STATE LAW.** SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. THE WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS AND CLIENT MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

8. Software License.

Client's use of any computer application, program, and/or documentation (collectively "Software") provided hereunder is owned by Company, its affiliates or one of its OEMs and is protected by United States and international copyright laws and international treaty provisions, and is governed by the terms and conditions of any license included in or with such software (including but not limited to a click-wrap or shrink-wrap agreement) or as appears on a web site as of the date that the Client signs the Ordering Document referencing this Agreement. If Client does not agree to abide by such terms, then Client should not install or use such Software. Any breach of this Agreement will automatically terminate the Client's right to use the software. Client may not copy the software other than in accordance with the terms and conditions of the applicable end user software license agreement. Client may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any software. Client acknowledges that any breach of this Section 8 shall result in irreparable injury to Company for which the amount of damages would be unascertainable. Therefore, Company may, in addition to pursuing any and all remedies provided by law, seek an injunction against Client from any court having jurisdiction, restraining any violation of this Section 8.

9. Further Obligations of Client.

- A. Client, at its own expense, shall supply appropriate unswitched AC electric power, outlets for such power, located according to Company's requirements, and telephone company interconnection jacks, if required.
- B. Client shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment, or otherwise interfere with System(s) installed by Company, nor shall Client permit the same to be done by others. It is further agreed that CLIENT SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FOR ANY CLAIM ARISING OUT OF THE FOREGOING, and that if any work is required to be performed by Company due to Client's breach of the foregoing obligations, Client will pay Company for such work in accordance with Company's then current prevailing charges.
- C. For those premises where Company is to provide monitoring services, Client shall be solely responsible for providing to and updating Company with the information required to provide the services hereunder, including but not limited to a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Client during scheduled closed periods, instructions on order of contacting individuals and authorities in case of an alarm signal or other type of signal, an authorized daily and holiday opening and closing schedule; authorized contacts and accurate contact information ("Action Plan"). Client agrees that telephone calls and video received or transmitted by the Client Service Center, including the receipt and transmission of alarm signals, may be electronically recorded by Company. Client consents to such recording and will inform its employees and appropriate third parties that such recordings are authorized.
- D. Client is solely responsible for activating any intrusion alarm System at such times as Client shall close its premises. Client shall regularly test its System(s), including conducting walk tests of any motion detection equipment, and shall immediately report to Company any claimed inadequacy in, or failure of, any System.
- E. Client shall permit Company access to the premises for any reason arising out of, or in connection with, Company's rights or obligations under this Agreement.
- F. At any time during the Initial Term of this Agreement or any Renewal Term, Company may reasonably determine that equipment being serviced hereunder is obsolete or not otherwise reasonably capable of being maintained in an operable condition as a result of age, volume of use, unavailability of necessary replacement parts or other reason or condition. In such event, upon receipt of written notice or such determination from Company, Client shall either replace the obsolete equipment with new equipment, remove the equipment from the scope of coverage of this Agreement, or agree in writing that such equipment will continue to be serviced hereunder by Company (if Company is able to do so) on a time and materials basis.
- G. Should any part of the System be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of Company, any repairs or replacement shall be paid for by Client (ordinary wear and tear excepted in the case of a Leased System).
- H. Client represents and warrants that Client is the owner of the premises or, if not, that the owner agrees and consents to the installation of the System on the premises. Client shall indemnify and hold Company harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Company's inability to recover Leased System components when Client moves out of the premises.
- I. For those premises where Company is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Client warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Client's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with Company's signaling devices. Client further agrees to furnish any necessary water through Client's meter and at Client's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.
- J. For those premises where the System transmits video Client shall (i) provide and maintain adequate power and lighting for all cameras or other video-related equipment; (ii) instruct all personnel who may use the service or the System of any of the limitations respecting the service or the System as set forth in an agreement or otherwise; (iii) take all steps necessary to inform any person who may be the subject of any video and/or audio monitoring of the possibility of such monitoring including the prominent and conspicuous display of signs or the broadcasting of periodic or

intrusion-related aural announcements informing any such person of the audio and/or video monitoring while on the premises; (iv) not use or permit the use of video data transmitted or received from cameras installed with a view where any person may have a reasonable expectation of privacy including restrooms, dressing or changing areas, locker rooms or similar areas; (v) use the service and video transmitted from a System only for the intended purpose of providing security surveillance or management services and for no other purpose; (vi) not use the services or video transmitted from a System for any criminal, illegal or otherwise unlawful activity, including invasion of or intrusion upon the privacy or seclusion or the private affairs of another or eavesdropping or for viewing, transmitting or storing sexually explicit materials; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the System or use of the service.

- K. It is mutually agreed that the Client assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Client's premises.
- L. Client represents that, except to the extent it has given Company written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulation, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Client) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond Company's reasonable control and Company shall not start, or continue, to perform its work under this Agreement until Client has remedied the unsafe or unlawful condition at Client's sole expense. CLIENT SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS AND EXPENSES OF ANY KIND (INCLUDING ATTORNEYS' FEES) FOR FINES, PENALTIES, BACK WAGES, BODILY INJURY, PROPERTY DAMAGE, DELAY OR WORK STOPPAGE THAT ARISES UNDER OR RESULTS FROM SUCH UNSAFE OR UNLAWFUL CONDITIONS (REGARDLESS OF WHETHER OR NOT CLIENT DISCLOSED SUCH MATERIALS TO COMPANY). Client further represents that it is not subject to any economic or trade sanctions and will immediately notify Company if it becomes subject to such sanctions, in which event Company shall be entitled to immediately terminate this Agreement.
10. **Obligations of Company; Limitations.**
- A. Neither party shall be held responsible or liable for delay in installation of the System or interruption of service due to strikes, lockouts, riots, floods, fires, lightning, acts of God, pandemics, endemics, supply chain issues and shortages, or any cause beyond the control of such party, including interruptions in internet, telephone, or other telecommunications service (each a "Force Majeure"). Company will not be required to perform installation or supply service to Client while any such cause shall continue. If such Force Majeure event continues for more than thirty (30) days, either party may terminate this Agreement without liability as of the date specified in a written notice to the other party.
- B. For those premises where monitoring service is provided, Company, upon receipt of an alarm signal from Client's premises, shall (unless previously instructed otherwise by Client), follow the Action Plan. If no Action Plan is in place, Company shall make a reasonable effort to notify Client and/or the pertinent authorities of the alarm, with the exception that Company shall clear the alarm signal if, through video or audio verification, Company determines an emergency does not exist.
- C. Company reserves the right to use automated notification procedures in lieu of phone call notifications for non-emergency signals, unless expressly prohibited by local authorities. If Client requires phone notification for non-emergency signals, Client agrees to subscribe to such service and an additional fee may apply. Phone notification for non-emergency signals will be made during normal business hours unless expressly requested otherwise by Client.
- D. Company may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. Company and Client are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the System. Company reserves the right to discontinue or change any particular response service due to such governmental requirements or any insurance requirements without notice. Client consents to the tape and video recording of telephonic and video communications between Client's premises and Company, and Client will inform its employees and third parties that such recordings are authorized. If Client's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Client agrees to subscribe to such service if provided by Company, or otherwise comply with such requirements, and an additional fee may apply for such services.
- E. If a service plan or software support option is purchased by Client, Company will provide and install software updates during Company's Normal Working Hours, as they become commercially available. Software updates that do not apply to the Client's current operations, as determined by Company and the OEM, will not be installed by Company. Software upgrades shall be made available for purchase. In the event the Client elects to have someone other than Company install a software update or upgrade, Client shall assume any and all liability for damage caused pursuant to the installation. Service and updates for third party software not supplied by Company are excluded from this Agreement.
11. **Communication Limitations.**
- A. Client understands that if any System installed under this Agreement is monitored, due to the nature of the method used for communicating alarm signals to the Client Service Center there may be times when that communication method is not able to transmit signals and Company will not receive alarm signals. Digital communicators use standard telephone lines and Company does not receive signals when the telephone systems become non-operational or the telephone line is placed on vacation status, cut, interfered with, or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems, or any Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communication channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Client understands that Company offers several levels of communication methods of alarm signals to the Client Service Center and that the services described on the Ordering Document have been chosen by Client after considering and balancing the levels of protection afforded by various communication methods and the related costs. Client acknowledges and agrees that Client is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond Company's control and are maintained and serviced, solely by the applicable carrier or provider. Client agrees to reimburse Company for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. Client agrees to notify Company if Client has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.
- B. For those premises where card access security is provided, Company assumes no responsibility or liability for lost or stolen access cards.
- C. For those premises with a direct connection to the police, fire department, or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other locations, and that the personnel of such police and/or fire departments or other agencies are not Company's agents, nor does Company assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
- D. Company shall not be responsible for the replacement of equipment or parts no longer commercially available to Company.

12. Title to Equipment and Use of Leased Equipment.

- A. If Client purchases a System, Client agrees that Company retains a security interest in the System until the full purchase price is paid.
- B. Any Leased System installed on the Client's premises shall at all times remain solely the property of Company and Client agrees not to permit the attachment thereto of any equipment not furnished by Company. It is further understood and agreed that Company may remove, disable, or abandon all or any part of the Leased System, including all wiring installed by Company upon termination of the Agreement by lapse of time, default of any monies due hereunder, or otherwise, without any obligation to repair or redecorate any portion of the protected premises, provided that such removal, disablement, or abandonment shall not be held to constitute a waiver of the right of Company to collect any charges which have accrued hereunder. Client shall have no right, title or interest in the Leased System outside of the leasehold interest created by the Ordering Documents.
- C. Client shall keep all Leased Systems at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Client shall give Company immediate notice of any such attachment or other judicial process affecting any of the equipment. Without Company's written permission, Client shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the "new equipment") without Company's prior written consent, then all the new equipment shall become equipment owned by Company subject to this Agreement and the applicable Schedule.

13. Termination.

- A. Company may terminate this Agreement:
 - i. Immediately, upon written notice, in the event Client defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, and fails to cure or remedy the default within thirty (30) calendar days from receipt date of written notice by Company of such default. If Company terminates under this Section 13(A)(i), the balance of all monies due and for the unexpired term of orders subject to this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate; or
 - ii. immediately, upon written notice, in the event the Client Service Center, the telephone lines, wires, or Company's equipment within Client premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Client's premises; or
 - iii. as provided in Section 2 relating to expiration.
- B. Client may terminate this Agreement:
 - i. immediately, upon written notice for any individual location in the event the Client location is, by any cause beyond the control of Client, destroyed or so substantially damaged that it is commercially impractical for Client to continue any operations at such location;
 - ii. if Company materially breaches this Agreement, and such material breach is not cured within thirty (30) days of written notification by Client of such material breach;
 - iii. as provided in Section 2 relating to expiration.
- C. In the event of any termination under this Section 13,
 - i. if Client is using Leased Equipment, Client must pay Company all payments remaining to be made under this Agreement through its scheduled expiration;
 - ii. Client shall permit Company access to Client's premises in order to deactivate any signaling device, and/or to remove or disable the System pursuant to Section 12;
 - iii. written notification by facsimile, U.S. mail or by courier shall be acceptable.
- D. The provisions that by their express terms or nature continue and surviving, including the payment and taxes terms, the limitation on liability, consequential damages waiver, warranty disclaimer, insurance and waiver of subrogation, severability and savings, jury trial waiver, entire agreement and governing law provision, will survive any termination, expiration or cancellation of this Agreement.

14. Assignment.

This Agreement and the rights hereunder are not assignable by the Client, except upon written consent of Company first being obtained. Company shall have the right to assign its rights under this Agreement without the consent of, but with notification to, the Client. Any attempted assignment in violation of this Section 14 is void.

15. Subcontracting.

Company may, in its sole discretion, subcontract any of Company's obligations under this Agreement.

16. Insurance and Waiver of Subrogation.

Client shall obtain, and maintain, insurance coverage and/or an appropriate self-insurance program to cover all losses, damage, or injury Client may sustain in security-related incidents. Client shall look solely to its insurer for recovery of security incident related losses and hereby waives any and all claims for such losses against Company. Client agrees to obtain insurance permitting said waiver without invalidating coverage. Both parties do hereby for themselves and for other parties claiming under them, release and discharge each other from and against all claims arising from hazards covered by insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against either party.

17. Severability and Savings.

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

18. Non-Solicitation.

During the term of this Agreement and for a period of not less than one (1) year following its expiration or termination, both parties agree not to solicit as an employee, consultant, agent, subcontractor and/or representative (hereinafter "Employee") any person who is an Employee of the other party at the time of such solicitation. If this covenant is breached, the non-breaching party will be entitled to seek injunctive relief to be issued by any court of equity

having jurisdiction to enjoin and restrain the breaching party and the subject Employee, and each and every other person concerned therein from further violation thereof, and in addition thereto, if a court finds a violation of this clause, the non-breaching party will be entitled to liquidated damages, due to the difficulty of proof of actual damages, against the breaching party in the amount of the hired employee's fully loaded salary, including benefits, bonuses, commissions, stock grants, the cost of training and other similar fully loaded elements. Both parties acknowledge that such amount is reasonable, not a penalty and not disproportionate to the presumed investment in the training of such Employee and the damages suffered by the non-breaching party. Solicitation through advertisements directed at the general public or through independent recruiters who contact a party's Employee without the party's knowledge will not be considered solicitations for purposes of this paragraph.

19. Electronic Signature.

The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

20. Choice of Law.

This Agreement is entered into in the State of New York and shall be interpreted, enforced and governed under the laws of the State of New York without regard to application of conflicts of laws principles that would require the application of any other law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

21. Waivers.

- A. **Jury Trial Waiver.** Both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect to any litigation arising out of, under, in connection with, or relating to this Agreement.
- B. **Terrorism Waiver.** In no event will either Party or its insurers be liable to the other Party for loss or damage arising from or related to any acts of terrorism. The Parties intend for this waiver to "flow down" to their respective contractors.

22. Confidentiality

- A. **Confidential Information.** From time to time during the Term, either Party may disclose or make available to the other Party non-public information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information that the receiving party knows or reasonably should know is confidential to the disclosing party or its affiliates, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure, is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third-party; or (d) independently developed by the receiving party.
- B. **Non-Disclosure.** The receiving party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three years from the effective date of termination of this Agreement.
- C. **Return or Destruction.** On the expiration or termination of this Agreement, the receiving party shall, to the extent practicable, promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three years from the effective date of termination of this Agreement.

23. Miscellaneous

- A. The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of this Agreement, which shall be considered as a whole.
- B. The word "including", when used herein, is illustrative rather than exclusive and means "including, without limitation."
- C. Any written notifications to Company shall be directed to 3800 Tabs Drive, Uniontown OH 44685, Attn: Counsel. Any written notifications to Client shall be directed to the address identified in the first paragraph of this Agreement.

24. Entire Agreement.

This Agreement, including any attached Ordering Documents and Exhibits (which are incorporated by reference), constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to such subject matter. This Agreement may not be changed, modified, or varied except in a writing that both identifies itself as an amendment to this Agreement and is signed by an authorized representative of Company. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Client. Client hereby acknowledges that Client has read this entire Agreement and agrees to be bound by all its terms and conditions.

IMPORTANT INFORMATION FOR PURCHASERS OF ALARM SYSTEMS AND SERVICES IN THE STATE OF CALIFORNIA

Company is a licensed alarm company operator as defined in the California Alarm Company Act (the "Act") and is regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Post Office Box 980550, West Sacramento, CA 95798-0550, Phone (916) 322-4000. Company shall provide Client a fully executed copy of the Agreement before any work is done. Upon completion of the installation of the alarm system, Company shall thoroughly instruct Client in the proper use of the alarm system. Company reserves the right, in the event of non-payment, to assert a mechanic's lien against the Premises. In the event of the assertion of such a lien, Company must provide notice to Client and record the lien and/or payment bonds (if applicable) in accordance with California law. Client has the right to dispute such a lien based on whether legal requirements with respect to such a lien are satisfied.

California License # of Sales Agent (if applicable): _____

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this agreement by their signatures below on the dates indicated:

SECURITAS TECHNOLOGY CORPORATION

Client: VERMILION COUNTY COURTHOUSE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ORDINANCE

RE: Amendment to the Combined Annual Budget and Appropriation Ordinance for the Technology Services Department - Budget Amendment

WHEREAS, the Vermilion County Clerk’s office was awarded a technology grant to purchase new voters’ equipment; and,

WHEREAS, the funds received need to be recognized in the General Fund and placed in appropriate lines for expending the funds; and,

WHEREAS, this was not sufficiently certain or known when the budget was prepared, and thus was not included.

NOW, THEREFORE BE IT ORDAINED by the County Board of Vermilion County Illinois that the County Auditor and County Board Chairman and Office be authorized and instructed to amend the budget for fiscal year 2023-2024 to add the amounts as set out below:

001.130.00.4292	Maint/Repair Hardware	\$11,464.00
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PRESENTED, APPROVED AND RESOLVED by the County Board of Vermilion County, Illinois at the August 13, 2024 A.D. Session.

This amendment takes two thirds majority for passage.

DATED this 13th day of August, 2024 A.D.

AYE _____ NAY _____ ABSENT _____

Chairman, Vermilion County Board

ATTEST:

Clerk of the County Board

Budget Amendment – Technology Grant

APPROVED BY Technology 08/05/24:

Todd Johnson Y N A
Chairman

Billy Ryan Y N A
Greg Shepard Y N A
Marla Mackiewicz Y N A
Phearn Butler Y N A
Tim McFadden Y N A
Tara Auter Y N A

Larry Baughn JR Y

APPROVED BY FINANCE/PERSONNEL 08/05/24:

Steve Miller Y N A
Chairman

Jerry Hawker Y N A
Craig Golden Y N A
Becky Stark Y N A
Kevin Bodine Y N A
Lon Henderson Y N A
Todd Johnson Y N A
Jim McMahan Y N A
Greg Shepard Y N A

ORDINANCE

**RE: AMENDMENT TO THE COMBINED ANNUAL BUDGET AND
APPROPRIATION ORDINANCE FOR THE SHERIFF DEPARTMENT**

WHEREAS, the Sheriff's Department requires additional funds to adjust the salary of the department head due to the new COLA approved by the State Legislature,

WHEREAS, the budget therefore needs to be amended accordingly and this need was not known when the budget was prepared, and thus was not included.

NOW, THEREFORE BE IT ORDAINED by the County Board of Vermilion County Illinois that the County Auditor and County Board Chairman and Office be authorized and instructed to so amend the budget for fiscal year 2023-2024 as set out below:

001.310.00.4110 Salary Department Head \$3,383.00

PRESENTED, APPROVED AND RESOLVED by the County Board of Vermilion County, Illinois at the August 13, 2024 A.D. Session.

DATED this 13th day of August 2024 A.D.

AYE _____ NAY _____ ABSTAIN _____ Ordinance No. _____

Larry Baughn, Jr.
Chairman, Vermilion County Board

ATTEST:

Cathy Jenkins, Clerk of the County Board

Approved by Public Safety Committee: 7/17/24

<u>Craig Golden</u> Chairperson	Y N A
Dan Wright	Y N A
Mitch Weaver	Y N A
Nancy O'Kane	Y N A
Greg Shepard	Y N A
Jim McMahon	Y N A
Gary Miller	Y N A

Approved by Finance Personnel Committee: 8/5/24

<u>Steve Miller</u> Chairperson	Y N A
Jerry Hawker (Vice Chair)	Y N A
Craig Golden	Y N A
Lon Henderson	Y N A
Kevin Bodine	Y N A
Becky Stark	Y N A
Todd Johnson	Y N A
Greg Shepard	Y N A
Jim McMahon	Y N A

**Request for Amendment
Fiscal Budget
2023 - 2024**

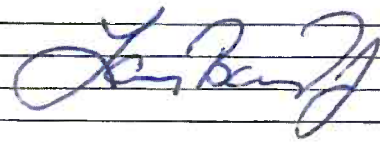
Dept: 310 - Sheriff

Date: 06.24.2024

Account Number	Account Description	Original Appr.	Additional	To Read
<u>001.310.00.4110</u>	<u>Salary - Department Head</u>	<u>\$ 162,949.00</u>	<u>\$ 3,383.00</u>	<u>\$166,332.00</u>
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____

Narrative:

The State of Illinois increased the annual salary for the State's Attorney. This budget amendment keeps the Sheriff salary at 80% of the State's Attorney salary. There is also pay of \$5,000 per year for the Supervisor of Safety. By maintaining this 80% ratio, the county will be reimbursed for 66 2/3% of this Sheriff salary.



Department Head: W. Robert Hutchins

Approved By:

_____ Committee

Finance Committee

_____ Chairman

_____ Chairman

Dated: _____

Dated: _____

ORDINANCE

**RE: AMENDMENT TO THE COMBINED ANNUAL BUDGET AND APPROPRIATION
ORDINANCE FOR THE MENTAL HEALTH 708 COMMUNITY BOARD**

WHEREAS, the 708 Community Mental Health Board has received donation money from Star Crest Cleaners, and a refund check for a ROSC speaker for an event that was later cancelled, which both needs to go into an expense line for the Mental Health Board; and,

WHEREAS, such funds were not budgeted for the current fiscal year, 2023-2024; and

NOW, THEREFORE BE IT ORDAINED by the County Board of Vermilion County Illinois that the County Auditor and County Board Chairman and Office be authorized and instructed to add to the budget for fiscal year 2023-2024 as set out below:

004.470.00.4374	Miscellaneous Expenses	\$5,975.00
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And the totals be adjusted accordingly.

PRESENTED, APPROVED AND ORDAINED by the County Board of Vermilion County, Illinois at the August 13, 2024 A.D. Session.

This amendment takes two thirds majority for passage.

DATED this 13th day of August, 2024 A.D.

AYE _____ NAY _____ ABSENT _____

Chairman, Vermilion County Board

ATTEST:

Clerk of the County Board

Budget Amendment – 708 Community Mental Health Board

APPROVED BY HEALTH & EDUCATION 7/18/2024:

Tim McFadden (Y) N A
Chairman

Britny Hoag Y N (A)

Kevin Green Y N (A)

Phil Jackson Y N (A)

Christine Lamar (Y) N A

Phearn Butler Y N (A)

Kevin Bodine (Y) N A

Larry Baughn JR. (4)

APPROVED BY FINANCE/PERSONNEL 8/5/2024:

Steve Miller (Y) N A
Chairman

Jerry Hawker (Vice Chair) (Y) N A

Craig Golden (Y) N A

Becky Stark (Y) N A

Greg Shepard (Y) N A

Lon Henderson (Y) N A

Todd Johnson (Y) N A

Jim McMahan (Y) N A

Kevin Bodine (Y) N A

**Request for Amendment
Fiscal Budget
2023 - 2024**

Dept: Mental Health 708 Board

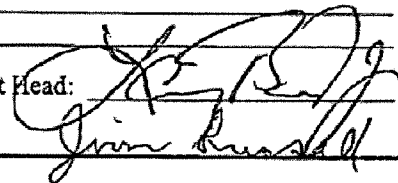
Date: 7/11/2024

Account Number	Account Description	Original Appr.	Additional	To Read
<u>004.470.00.4374</u>	<u>Miscellaneous Expense</u>	\$ <u>164,734</u>	\$ <u>5,975</u>	<u>170,709.00</u>
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____

Narrative:

This is adding money to the expense line due to receiving a donation from Star Crest for laundry day, and a refund check for a speaker for ROSC in which the event was cancelled. This money has been received and deposited into the Mental Health revenue line.

Department Head: _____



Approved By:

_____ Committee

_____ Chairman

Finance Committee

_____ Chairman

Dated: _____

Dated: _____

ORDINANCE

**RE: AMENDMENT TO THE COMBINED ANNUAL BUDGET AND
APPROPRIATION ORDINANCE FOR THE STATE'S ATTORNEY OFFICE**

WHEREAS, the State's Attorney's Office requires additional funds to adjust the salary of the department head due to the new COLA approved by the State Legislature,

WHEREAS, the budget therefore needs to be amended accordingly and this need was not known when the budget was prepared, and thus was not included.

NOW, THEREFORE BE IT ORDAINED by the County Board of Vermilion County Illinois that the County Auditor and County Board Chairman and Office be authorized and instructed to so amend the budget for fiscal year 2023-2024 as set out below:

001.220.00.4110 Salary Department Head \$4,219.00

PRESENTED, APPROVED AND RESOLVED by the County Board of Vermilion County, Illinois at the August 13, 2024 A.D. Session.

DATED this 13th day of August 2024 A.D.

AYE _____ NAY _____ ABSTAIN _____ Ordinance No. _____

Larry Baughn, Jr.
Chairman, Vermilion County Board

ATTEST:

Cathy Jenkins, Clerk of the County Board

Approved by Judicial & Rules Committee: 7/23/24

Jerry Hawker
Chairperson

(Y) N A

George Weller

(Y) N A

Britny Hoag

Y N (A)

Greg Shepard

Y N (A)

Becky Stark

Y N (A)

Gary Miller

(Y) N A

Marla Mackiewicz

Y N (A)

Larry Baughn

(Y) N A

Approved by Finance Personnel Committee: 8/5/24

Steven Miller
Chairperson

(Y) N A

Jerry Hawker (Vice Chair)

(Y) N A

Craig Golden

(Y) N A

Lon Henderson

(Y) N A

Becky Stark

(Y) N A

Greg Shepard

(Y) N A

Todd Johnson

(Y) N A

Kevin Bodine

(Y) N A

Jim McMahon

(Y) N A

**Request for Amendment
Fiscal Budget
2023 - 2024**

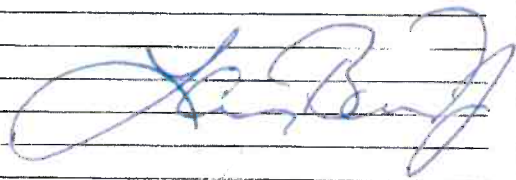
Dept: 220 - State's Attorney

Date: 06.24.2024

Account Number	Account Description	Original Appr.	Additional	To Read
<u>001.220.00.4110</u>	<u>Salary - Department Head</u>	<u>\$ 197,437.00</u>	<u>\$ 4,219.00</u>	<u>\$201,656.00</u>
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____
_____	_____	\$ _____	\$ _____	_____

Narrative:

Legislature passed COLA for all State's Attorneys in Illinois. Therefore, pursuant to the statute, we are requesting additional funds to cover the COLA. By maintaining this COLA rate of pay, the county will be reimbursed for 66 2/3% of the State's Attorney's salary by the State of Illinois.



Department Head: [Signature]

Approved By:

_____ Committee

Finance Committee

_____ Chairman

_____ Chairman

Dated: _____

Dated: _____

Notice of Annual Salary Reimbursement COLA for State's Attorneys and Public Defenders



01/01

VERMILION COUNTY TREASURER
201 N VERMILION ST
DANVILLE IL 61832-4700

RECEIVED
JUN 20 2024
VERMILION COUNTY TREASURER

June 13, 2024



Letter ID: L0157948456

Fiscal Year: 2025

Effective Date: 7/1/2024

A Cost of Living Adjustment (COLA) increase has been granted for fiscal year 2025 for the position of state's attorney and assistant state's attorney. Below is a summary of the base salary and reimbursement amounts.

Base Salary	4.7% COLA	Salary
\$197,436.44	\$9,279.51	\$206,715.95

A summary of the reimbursable amount is below. Per 55 ILCS 5/4-2001, the State of Illinois shall furnish 66 2/3% of the total annual compensation to be paid to each state's attorney in Illinois based on the salary in effect on December 31, 1988, and 100% of the increases in salary taking effect after December 31, 1988. For this reason the reimbursable amounts below may be less than the actual salary paid as provided above.

State's Attorney Salary Reimbursement

	Total Reimbursement	Monthly Reimbursement
1. State's Attorney Salary:	\$184,884.95	\$15,407.08
2. ASA - Mental Health Institution:	\$0.00	\$0.00
3. ASA - Higher Education Facility:	\$4,000.00	\$333.33
Total	\$188,884.95	\$15,740.41

Public Defender Salary Reimbursement

Our records indicate that your county has a full-time public defender. Per Illinois State statute (55 ILCS 5/3-4007), you are required to maintain a salary of at least 90% of the county's state's attorney annual salary. Your new public defender's salary should be \$186,044.36. Your new monthly public defender's reimbursement amount will be \$10,334.76. We will require a Form PTAX-451, Salary Adjustment for Supervisor of Assessments, Public Defender, or Sheriff, to be completed and filled with us for the public defender's salary increase, along with the authorizing documentation as outlined on the form.

Please provide a copy of this letter to your state's attorney. You may contact us with any questions you may have using the contact information below.

PROPERTY TAX DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19033
SPRINGFIELD, IL 62784-9033

217 785-1356

rev.propertytax@illinois.gov

ORDINANCE

**RE: AMENDMENT TO THE COMBINED ANNUAL BUDGET AND
APPROPRIATION ORDINANCE FOR THE PUBLIC DEFENDER'S OFFICE**

WHEREAS, the Public Defender's Office requires additional funds to adjust the salary of the department head due to the State's Attorney's salary being modified by legislative COLA increases; and,

WHEREAS, by statute the Public Defender's salary is set at 90% of the State's Attorney's salary in order to receive a reimbursement from the State of 66% of the Public Defender's salary, and thus a savings of the County funds, such that it is both appropriate policy and economical for the County to adhere to the statutory guidelines; and,

WHEREAS, the budget therefore needs to be amended accordingly and this need was not known when the budget was prepared, and thus was not included.

NOW, THEREFORE BE IT ORDAINED by the County Board of Vermilion County Illinois that the County Auditor and County Board Chairman and Office be authorized and instructed to so amend the budget for fiscal year 2023-2024 as set out below:

001.250.00.4110 Salary Department Head \$4,089.00

PRESENTED, APPROVED AND RESOLVED by the County Board of Vermilion County, Illinois at the August 13, 2024 A.D. Session.

DATED this 13th day of August 2024 A.D.

AYE _____ NAY _____ ABSTAIN _____ Ordinance No. _____

Larry Baughn, Jr.
Chairman, Vermilion County Board

ATTEST:

Cathy Jenkins, Clerk of the County Board

Approved by Judicial & Rules Committee: 7/23/24

Jerry Hawker (Y) N A
Chairperson

Britny Hoag Y N (A)

Marla Mackiewicz Y N (A)

Greg Shepard Y N (A)

Becky Stark Y N (A)

George Weller (Y) N A

Gary Miller (Y) N A

Larry Baughn (Y) N A

Approved by Finance Personnel Committee: 8/5/24

Steven Miller (Y) N A
Chairperson

Jerry Hawker (Vice Chair) (Y) N A

Craig Golden (Y) N A

Lon Henderson (Y) N A

Kevin Bodine (Y) N A

Becky Stark (Y) N A

Todd Johnson (Y) N A

Jim McMahan (Y) N A

Greg Shepard (Y) N A

**Request for Amendment
Fiscal Budget
2023 - 2024**

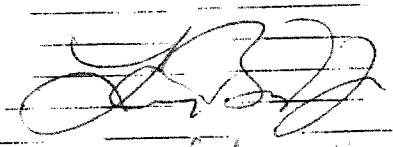
Dept: 250 - Public Defender

Date: 06.24.2024

Account Number	Account Description	Original Appr.	Additional	To Read
001.250.00.4110	Salary - Department Head	\$ 177,593.00	\$ 4,089.00	\$181,782.00
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	

Narrative:

The State of Illinois increased the annual salary for the State's Attorney. This budget amendment keeps the Public Defender's salary at 90% of the State's Attorney salary. By maintaining this 90% ratio, the county will be reimbursed for 66% of the Public Defender's salary by the state of Illinois.



Department Head: Michael E. Mara

Approved By: _____

Committee

Finance Committee

Chairman

Chairman

Dated: _____

Dated: _____