COUNTY OF TAZEWELL, ILLINOIS COUNTY BOARD PROCEEDINGS

MAY 26, 2010



DAVID ZIMMERMAN, COUNTY BOARD CHAIRMAN CHRISTIE A. WEBB, COUNTY CLERK PROCEEDINGS OF THE TAZEWELL COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS WERE HELD IN THE JUSTICE CENTER COMMUNITY ROOM IN THE CITY OF PEKIN ON WEDNESDAY, MAY 26, 2010.

BOARD MEMBERS WERE CALLED TO ORDER AT 6:00 P.M. BY CHAIRMAN DAVID
ZIMMERMAN PRESIDING WITH THE FOLLOWING MEMBERS PRESENT: ACKERMAN, ANTONINI,
BERARDI, CARIUS, CRAWFORD, B. GRIMM, D. GRIMM, HAHN, HARRIS, HILLEGONDS,
HOBSON, IMIG, MEISINGER, NEUHAUSER, PALMER, SINN, STANFORD, AND
VONBOECKMAN.

ABSENT: DONAHUE, SUNDELL, VANDERHEYDT.

INVOCATION WAS GIVEN BY MEMBER IMIG, FOLLOWED BY MEMBER ZIMMERMAN LEADING
THE PLEDGE OF ALLEGIANCE.

INDEX MAY 26, 2010

Approval of November 18, 2009 Minutes ~~~~~~1
LAND USE:
1. Approve Amendment to the Official Elm Grove Township Zoning
Map to change the zoning classification of property from an A-1
Agriculture Preservation Zoning District to a R-R Rural Residential
Zoning District16-24
TRANSPORTATION:
2. Approve low bid to R.A. Cullinan & Son for Hopedale Road District,
Section 10-10000-01-GM (2.889 Miles Bit. Surf. Treatment, class A-1)
to be paid from Township Motor Fuel Tax Funds in the amount of
\$53,201.002
FINANCE:
3. Approve a transfer for State's Attorney's Legal Services Line in the
amount of \$50,000.00
5. Approve an agreement with Sorensen, Wilder & Associates (SWA) to
prepare the Hazardous Material Emergency Response Plan for
Tazewell County LEPC for a cost of \$2,500.00 4-9
6. Authorize Board Chairman David Zimmerman to sign agreement
on behalf of the Tazewell County, Juvenile Court Services
Department between Tazewell County and P.F. Dover Counseling,
LLC25-74
7. Approve payment of an invoice for CD's that are sold by the
Treasurer's Office to be paid from the Treasurer's Automation Fund
in the amount of \$300.00 75
HUMAN RESOURCES:
8. Approve a three year Collective Bargaining Agreement between
Tazewell County, the Tazewell County Sheriff and Illinois Fraternal
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(including arbitrator's ruling)78-135
9. Approve the County Clerk salary increase of 2% for fiscal years
2011, 2012, 2013 and 2014 10
10. Approve the Treasurer's salary increase of 2% for fiscal years 2011,
2012 2013 and 2014 11

11. Approve the Sheriff's salary increase of 2% for fiscal years 2011,	
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12. Approve a replacement hire for a Correctional Officer in the	
Sheriff's Department with a starting annual salary effective June 1,2010 of \$35,887.25 1	13
13. Approve a replacement hire for a Support Professional Clerical	
position in the Court Services Department at a grade 11 with a	
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EXECUTIVE:	
16. Approve loan request to Deiters Funeral Home at 4% interest with	
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APPOINTMENTS:	
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* Approval of June 2010 Calendar of Events216-21	.7
** Recess to June 30, 2010 **	

Motion by Member Carius, Second by Member Hobson to approve November 18, 2009 Minutes. Carried by Voice Vote

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

RESOLUTION

WHEREAS, the Transportation Committee received bids; and

WHEREAS, subject to the approval of the County Board and the Illinois Department of Transportation, accepted the following low bid:

Hopedale Road District, Section 10-10000-01-GM (2.889 Miles Bituminous Surface Treatment, Class A-1): To R.A. Cullinan & Son, in the amount of \$53,201.00, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

THEREFORE BE IT RESOLVED that the County Board award the contract as recommended by the Transportation Committee.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee and the County Engineer of Highways of this action.

ADOPTED this 26th day of May, 2010

ATTEST:

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Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following/RESOLUTION and recommends that it be adopted by the Board:

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WHEREAS, the County's Finance Committee recommends to the County Board to authorize Budget Line Item Transfers for the State's Attorney budget:

Transfer \$25,000.00 from Human Resources Manager Line Item (100-913-511-022) to Legal Services Line Item (100-124-533-050)

Transfer \$10,000.00 from Clerk Hire Line Item (100-111-511-048) to Legal Services Line Item (100-124-533-050)

Transfer \$15,000.00 from Prisoners Food Line Item (100-211-522-040) to Legal Services Line Item (100-124-533-050)

WHEREAS, the transfer of funds is needed to cover legal services expenses incurred on behalf of several county departments; and

THEREFORE BE IT RESOLVED that the County Board approve the transfer of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the State's Attorney, the Sheriff and the Auditor of this action.

PASSED THIS 26TH DAY OF MAY, 2010.

ATTEST:

County Clerk

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

Jan Donahue

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RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to enter into an Agreement with Sorensen, Wilder & Associates (SWA) to prepare the Hazardous Material Emergency Response Plan for Tazewell County LEPC; and

WHEREAS, the cost to prepare the Plan is \$2,500.00 and will be paid from the HMEP LEPC grant line; and

THEREFORE BE IT RESOLVED that the County Board approve this agreement and authorize the County Board Chairman to execute this agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of Emergency Management and Preparedness and the Auditor of this action.

PASSED THIS 26TH DAY OF MAY, 2010.

ATTEST:

County Clerk



AMENDED SERVICE PROPOSAL

TO:

Dawn Cook

Tazewell County EMA

FR:

Steve Wilder

Sorensen, Wilder & Associates

RE:

Amended Haz-Mat Emergency Response Plan Proposal

DATE:

May 2, 2010

Dawn, thank you for the opportunity to submit this proposal for Sorensen, Wilder & Associates (SWA) to prepare the Hazardous Material Emergency Response Plan for the Tazewell County LEPC. You will find SWA to be a perfect match for this project, as your needs are in perfect alignment with the services we provide.

If SWA is awarded the project, we will assign Leon Duncan as the project manager. Leon is certified as a county Emergency Manager, and has developed this type response plan for other counties in Illinois. In addition to his work with SWA, Leon is also actively involved in the Homeland Security division of the Illinois Fire Service institute. He has also worked closely with the Illinois Terrorism Task Force and the Illinois Emergency Management Agency.

For the development of this plan, SWA will invoice Tazewell County a flat fee of \$2500 which includes all plan development time, plan writing time, and any related travel expenses that may be incurred. Tazewell County will not be subject to any hidden or back-end charges for the scope of work defined. This amended proposal is subsequent to our conversation of April 29, 2010 when the agreement was reached that TCEMA staff would provide clerical support in order to lessen the cost.

We appreciate the opportunity to submit this proposal, and we look forward to the opportunity to showcase our skills for the benefit of Tazewell County.

Please contact me if you have any questions.



April 12, 2010

Dawn Cook
Tazewell County Emergency Management Agency

Dear Ms Cook:

Thank you allowing Sorensen, Wilder & Associates (SWA) the opportunity to submit this proposal to prepare the Hazardous Material Emergency Response Plan for the Tazewell County LEPC. You will find SWA to be a perfect match for this project, as your needs are in perfect alignment with the services we provide.

Upon receipt of a Notice to Proceed (or an official Purchase Order from the County) SWA will assign Leon Duncan as the project manager. Leon is certified as a county Emergency Manager, and has developed this HMERP's for other counties in Illinois. In addition to his work with SWA, Leon is also actively involved in the Homeland Security division of the Illinois Fire Service institute. He has also worked closely with the Illinois Terrorism Task Force and the Illinois Emergency Management Agency.

For the development of this plan, SWA will invoice Tazewell County a flat fee of \$2500 which includes all plan development time, plan writing time, and any related travel expenses that may be incurred. Tazewell County will not be subject to any hidden or back-end charges for the scope of work defined.

We appreciate the opportunity to submit this proposal, and we look forward to the opportunity to showcase our skills for the benefit of Tazewell County.

Please contact me if you have any questions.

Sincerely,

Steven S. Wilder, BA, CHSP, STS

President and COO



ACCEPTANCE:

This proposal is accepted on behalf of Tazewell County LEPC and the Tazewell County Board.

Signature

Date

Printed Name

Board Chairman

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SERVICE AGREEMENT

THIS SERVICE AGREEMENT is entered into as of the <u>AL</u> th day of <u>May</u>, 2010 by and between CITCA, L.L.C., an Illinois limited liability company d/b/a Sorensen, Wilder and Associates, the principal office of which is located at 2626 Midwest Court, Champaign, Illinois 61822 (SWA) and Tazewell County LEPC (LEPC),. The principal office of the LEPC is 21304 IL Route 9, Tremont, IL 61568.

WITNESSETH

WHEREAS, SWA provides safety and homeland security consulting services including but not limited to emergency preparedness and emergency response plan development, and

WHEREAS, The LEPC wishes to retain SWA to develop a Hazardous Material Emergency Response Plan compliant with the requirements of the Illinois Emergency Management Agency and following guidelines established by the Federal Emergency Management Agency,

NOW, THEREFORE, SWA and The LEPC hereby agree as follows:

- 1. The aforementioned services will be provided by SWA to the LEPC, in consideration of payment on \$2500.00 due upon delivery of completed plan.
- 2. SWA will be responsible for development of content material and plan development, including but not limited to staff interviews, document review, and plan draft development.
- 3. The LEPC, through the Tazewell County EMA office or other county office, agrees to provide clerical assistance if needed in preparing the written plan in draft and final form.
- 4. This agreement does not include provisions for or inclusion by SWA in any exercises or drills.

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



(Print Name and Title)

Savid Zimmerman

CITCA, L.L.C.

By:

STEVEN S. WILDER Its Vice President

Tazewell County Board

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to establish the four (4) year salary for the Tazewell County Clerk.

WHEREAS, the County's Human Resources Committee recommends to the County Board a 2% salary increase for fiscal years 2011, 2012, 2013 and 2014.

THEREFORE BE IT RESOLVED that the County Board approves this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the County Clerk, the Auditor and the Payroll Division of this action.

PASSED THIS 26TH DAY OF MAY, 2010.

ATTEST:

County Clerk

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to establish the four (4) year salary for the Tazewell County Treasurer.

WHEREAS, the County's Human Resources Committee recommends to the County Board a 2% salary increase for fiscal years 2011, 2012, 2013 and 2014.

THEREFORE BE IT RESOLVED that the County Board approves this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Treasurer, the Auditor and the Payroll Division of this action.

PASSED THIS 26TH DAY OF MAY, 2010.

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ATTEST:

County Clerk

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to establish the four (4) year salary for the Tazewell County Sheriff.

WHEREAS, the County's Human Resources Committee recommends to the County Board a 2% salary increase for fiscal years 2011, 2012, 2013 and 2014.

THEREFORE BE IT RESOLVED that the County Board approves this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Sheriff, the Auditor and the Payroll Division of this action.

PASSED THIS 26TH DAY OF MAY, 2010

ATTEST:

County Clerk

County Board Chairman

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Mr. Chairman and Members of the Tazewell County Board:

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve a replacement hire for a Correctional Officer in the Sheriff's Department; and

WHEREAS, the Correctional Officer position has a starting annual salary as of June 1, 2010 of \$35,887.25.

THEREFORE BE IT RESOLVED by the County Board that the Sheriff be authorized to hire a Correctional Officer.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Sheriff and the Payroll Division of this action.

PASSED THIS 26TH DAY OF MAY, 2010.

ATTEST:

Christie allebb County Clerk

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve a replacement hire for a Support Professional clerical position in Court Services; and

WHEREAS, the Support Professional Position is a Grade 11 with a hiring range of \$9.702-\$10.079 per hour.

THEREFORE BE IT RESOLVED by the County Board that the Director of Court Services be authorized to hire a Support Professional following a minimum 30 day delay.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Court Services and the Payroll Division of this action.

PASSED THIS 26TH DAY OF MAY, 2010.

ATTEST:

County Clerk

Motion by Member Palmer, Second COMMITTEE REPORT by Member Vanderheydt to approve Res#16. Carried by Voice Vote but Member Sundell remained abstain.

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County Board previously approved a Business Development Loan to Deiters Funeral home; and

WHEREAS, certain provisions of the company's loan application have changed; and

WHEREAS, the loan amount is \$85,000 with a 10 year amortization schedule at 4% interest; and

WHEREAS, the Executive Committee recommends to the County Board to approve a revised Business Development Loan to Deiters Funeral home located in Washington, IL; and

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and Sally Hanley, Economic Development Council, 124 SW Adams St., Suite 300, Peoria, IL 61602-1388 and the Auditor of this action.

PASSED THIS 26TH DAY OF MAY, 2010.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Motion by Member Sinn, Second by Member Palmer to approve Res#1. Motion Defeated by roll call vote. AYE: Ackerman, Antonini, Berardi, rawford, Hahn, Imig, Neuhauser. NAY: Carius, Donahue, Harris, Hillegonds, Hobson, Meisinger, Palmer, Sinn, Stanford, Sundell, Vanderheydt, VonBoeckman. ABSENT: B.Grimm and D.Grimm

> AN ORDINANCE AMENDING TITLE 7, Motion by Hillegonds, Second by CHAPTER 1, ZONING-CODE OF TAZEWELL COUNTY Member Sundell to reconsider for discussion ON PETITION OF MARY ANN VANCE to approve. AYE: Ackerman, REPRESENTING ALLISON VOUDRIE, ET AL Antonini, Berardi, Crawford, Hahn,

Hillegonds, Hobson, Imig, Meisinger, Neuhauser, (Zoning Board Case No. 10-20-Z) Palmer, Stanford, Sundell, Vanderheydt, and VonBoeckman. NAY: Carius, Donahue, Harris, and Sinn. Absent: B.Grimm and D.Grimm

WHEREAS, a petition has been filed with the County Clerk of Tazewell County, Illinois, By

Mary Ann Vance, representing Alison Voudrie, et al for an Amendment to the Official Zoning Maps of Tazewell County to change the Zoning Classification of property from an A-1 Agriculture Preservation District to a R-R Rural Residential District; and

WHEREAS, a public hearing on said application designated as Zoning Board Case No. 10-20-Z as held by the Tazewell County Zoning Board of Appeals on May 4, 2010, following due publication of notice of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to the County Board recommending approval; and

WHEREAS, said report to the Zoning Board of Appeals contained the following findings of fact:

- 1. The proposed amendment shall not be detrimental to the orderly development of Tazewell County.
 - POSITIVE. The proposed amendment will allow for large-lot residences adjacent to existing large-lot residences along Broadway Road. This location is near the intersection of Broadway Road and Springfield Road, two major county roads. Because of the nearby development pattern and the close proximity to major thoroughfares, the proposed rezoning is suitable and will not be detrimental to the orderly development of Tazewell County.
- 2. The proposed amendment shall not be detrimental to or endanger the public health, safety, morals or general welfare of Tazewell County.
 - POSITIVE. The proposed amendment will allow for large-lot residences to be located adjacent to existing large-lot residences and near two major county roadways. The proposed amendment will promote a contiguous development pattern at a location with suitable vehicular capacity. Therefore, the rezoning will not be detrimental to the public health, safety, morals or general welfare of the County.
- 3. The request is consistent with existing uses of property within the general area of the property in question.

POSITIVE. The request will allow for large-lot residences, and large-lot residences exist adjacent to the property to the north along Broadway Road and to the northwest across Springfield Road. Therefore, the request is consistent with existing uses of property within the general area.

4. The request is consistent with the zoning classifications of property within the general area of the property in question.

POSITIVE. Although the majority of the properties within the general area are zoned A- 1 several properties across Broadway Road to the north are zoned Rural Residential and properties adjacent to the east are zoned R-1. As a result of these nearby zoning classifications and the fact that a significant number of properties in the general area contain large-lot residences, the request is judged to be consistent with the zoning classifications of property within the general area.

5. The suitability of the property in question for the uses permitted under the existing zoning classification.

POSITIVE. The property is currently zoned to permit agricultural uses, but the property is adjacent to multiple large-lot residences. Also, while a portion of the property is used for row crop production, a significant portion of the property is hilly, wooded, and used as pasture ground. Therefore, the property is not well suited for agricultural uses.

6. The suitability of the property in question for the uses permitted under the proposed zoning classification.

POSITIVE. The proposed zoning classification will allow for large-lot residences with a minimum lot size of two acres. Residential lots of similar size are located adjacent to the subject property, and despite the hilly terrain, residences are able to be located on this property. Therefore, the property is suitable for uses permitted under the proposed Rural Residential zoning classification.

7. The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the property in question was placed in its present zoning classification.

POSITIVE. The trend of development in the general area is toward large-lot residential development. Large-lot residences exist adjacent to the property to the north and northeast along Broadway Road, across Broadway Road, and across Springfield Road to the northwest. The proposed rezoning conforms to the trend of development.

8. The length of time the property has been vacant as zoned, considered in the context of the land development in the area surrounding the subject property.

POSITIVE. Although a portion of the property is used for row erop production, a substantial portion of the property is hilly, wooded, and used as pasture ground. This portion is not enrolled in active agricultural use. The proposed rezoning will enable some of this land to be used for residential use.

- 9. The proposed map amendment is within one and one half (1 ½) miles of a municipality and consistent with an adopted Comprehensive Plan.
 - NOT APPLICABLE. The proposed map amendment is not within one and one half miles of a municipality. The property is between the extraterritorial jurisdictional areas of Pekin, Morton and Tremont.
- 10. The relative gain to the public as compared to the hardship imposed upon the individual property owner.
 - POSITIVE. The gain to the public is new housing at a suitable location, while the hardship imposed upon the individual owner is the inability to use a substantial portion of the property for its most suitable use. As a result, the proposed amendment is suitable.
- 11. The proposed amendment is consistent with the goals, objectives, and policies of the Tazewell County Comprehensive Plan.

POSITIVE. The Comprehensive Plan future land use map identifies this property as within the A-2 zoning classification, but the proposed amendment is suitable given the existing development pattern and characteristics of the site. The proposed amendment is consistent with the following Comprehensive Plan objective: "Permit rural non-farm residential growth in areas of non-prime farmland at densities that protect the rural character and the quality of surface and ground water resources."

which findings of fact are hereby <u>Adopted</u> by the County Board as the reason for the Rezoning request.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS:

SECTION I. The petition of Mary Ann Vance, representing Alison Voudrie, et al for an Amendment to the Official Zoning Maps of Tazewell County to change the Zoning Classification of property from an A-1 Agriculture Preservation District to a R-R Rural Residential District for the following described property:

Current Owner of Parcel "A": Allison Voudrie, 1201 N. Garfield #514, Arlington, VA 22201

Parcel "A": P.I.N. 11-11-02-100-016; an approximate 2.65 acre parcel located in part of the Northwest Quarter of the Northwest Quarter of Section 2;

Current Owner of Parcel "B": Merle Schmidt, 16896 Springfield Rd., Pekin, IL 61554

Parcel "B": Currently a Part of P.I.N. 11-11-02-100-019; an approximate 45.75 acre area to be rezoned of an existing 84.01 acre parcel located in part of the West Half of Section 2;

Current Owner of Parcel "C": Merle & Irene Schmidt, 16896 Springfield Rd., Pekin, IL 61554

Parcel "C": P.I.N. 1I-11-02-100-022; an approximate 1.6 acre parcel, a 40' width Lot running along South and West of the Walter Schmidt Survey and West of Broadway Estates, located in part of the North Half of the Northwest Quarter of Section 2;

all situated in the West Half of Section 2, Township 24 North, Range 4 West of the Third Principal Meridian, Elm Grove Township, Tazewell County, Illinois;

located at the Southeast Corner of the Intersection of Springfield Road (Co. Hwy. 1) and Broadway Road (Co. Hwy. 19)

is hereby granted.

County Clerk

Tazewell County, Illinois

SECTION II. This Ordinance shall be in effect upon passage.

PASSED AND ADOPTED this	2644	day of	May	<u>,</u> 2010.
Ayes/5 Nays	<u>4</u> .	Absent 2	\mathcal{A}	7
		11		
		Chairman, C	County Board ounty, Illinois	/
ATTEST:		Tazewell Co	ounty, minois	
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REPORT OF THE LAND USE COMMITTEE OF THE TAZEWELL COUNTY BOARD

TO THE HONORABLE BOARD OF TAZEWELL COUNTY:

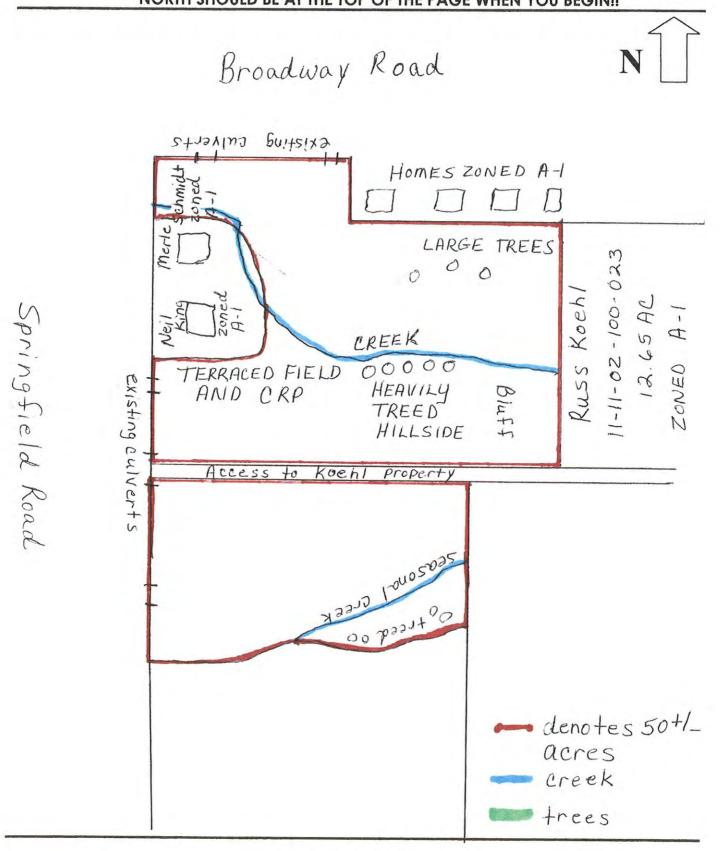
Your Committee of Land Use beg leave to report that they have examined the proposed Ordinance to amend Title 7, Chapter 1, Zoning (As adopted January 1, 1998) of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance, said report being made after a public hearing on said proposed Ordinance, and including a findings of fact thereon as provided by law, your said Committee recommends that the report, and finding of fact of said Zoning Board be accepted and the petition for said Rezoning be approved by the County Board.

As presented this 11th day of May , 2010.

Case No. 10-20-Z Allison Voudrie, et al

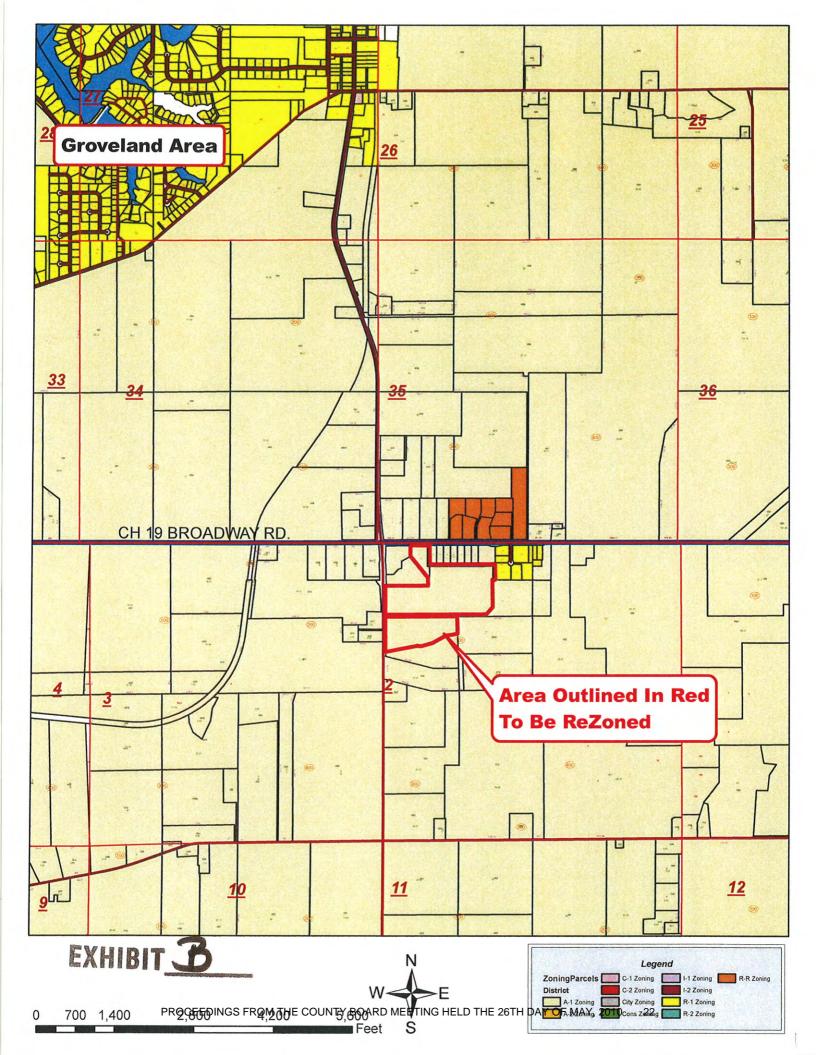
All of Which is Respectfully Submitted, NOTE: FOR PROPER UNDERSTANDING OF YOUR APPLICATION, SHOW PLACEMENT OF BUILDINGS, BUILDING SIZE, DISTANCE FROM OVERHANG OF BUILDINGS TO FRONT, REAR AND SIDE LOT LINES, LOCATION OF PARKING SPACES, LANDSCAPING, AND OTHER PERTINENT DETAILS.

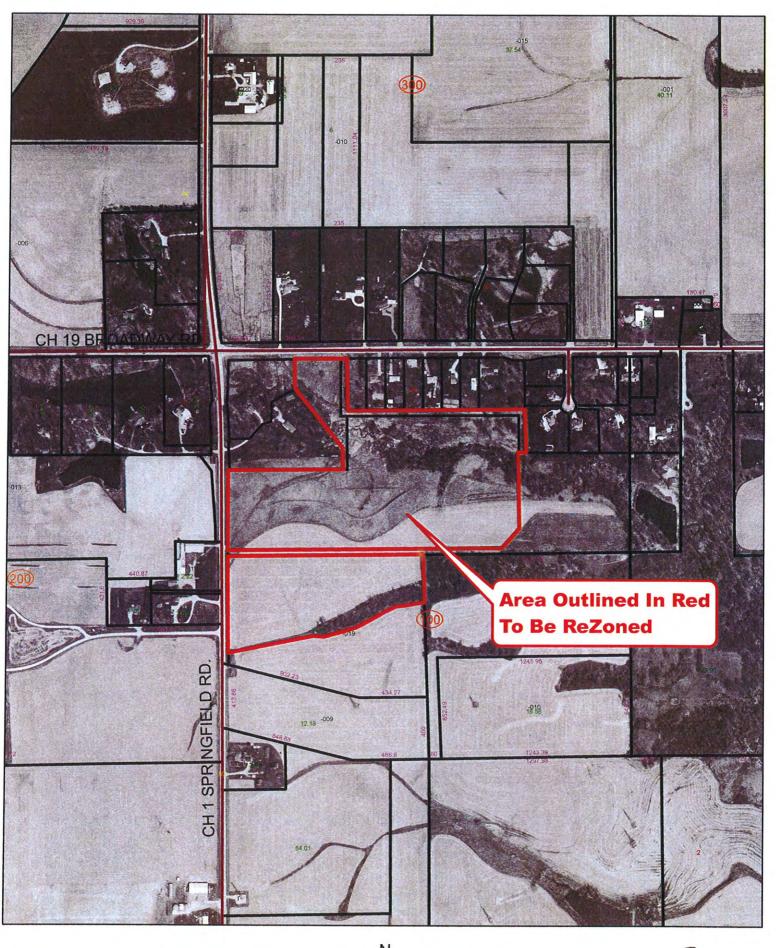
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SITE PLAN

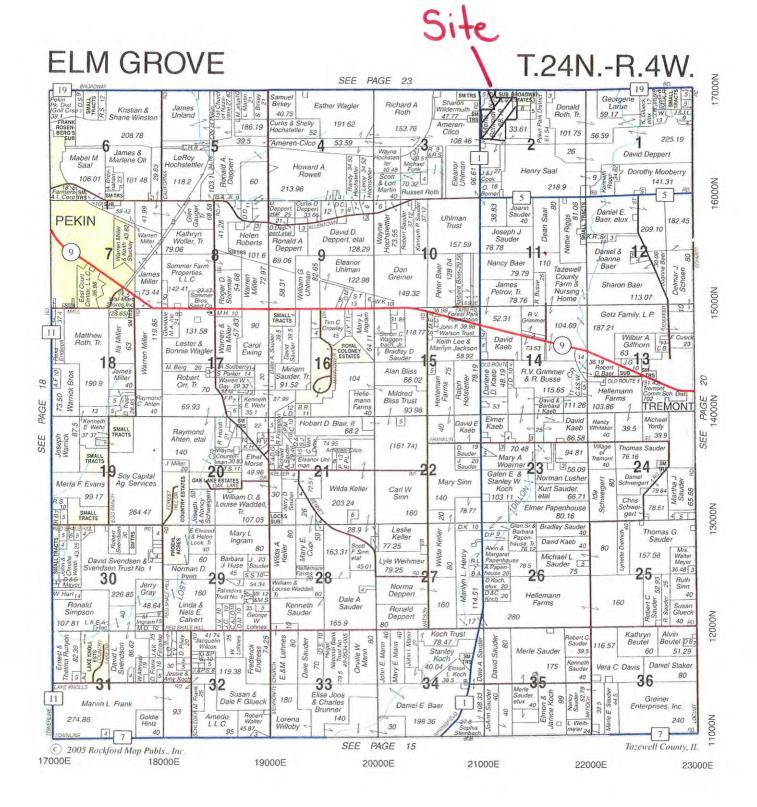






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PBOCEEDINGS, FROM THE COUNTY BOARD MENTING HELD THE 26TH DAY OF MAY, 2010 Feet



Motion by Member Antonini, Second by Member Donahue to approve Res#6.

Mr. Chairman and Members of the Tazewell County Board:

Carried by Voice Vote.

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board: RESOLUTION WHEREAS, the County's Finance Committee recommends to the County Board to authorize

Board Chairman David Zimmerman to sign the agreements with P.F. Dover Counseling and the Illinois Criminal Justice Information Authority for the Tazewell County Juvenile Court Services; and

WHEREAS, the agreements will be effective July 1, 2010 and will allow for the continuation of the Juvenile Sex Offender Grant program; and

THEREFORE BE IT RESOLVED that the County Board approve this authorization.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Court Services and the Auditor of this action.

PASSED THIS 26TH DAY OF MAY, 2010.

ATTEST:

Agreement for Tazewell County Juvenile Court Services

THIS AGREEMENT, is entered into on July 1, 2010, by and between TAZEWELL COUNTY, Juvenile Court Services Department, (hereinafter referred to as Tazewell County Juvenile Court Services) and P.F. Dover Counseling LLC (hereinafter referred to as "Contractor") by its authorized manager, Scott Smith.

WHEREAS, various services for juvenile sex offenders, previously required by Tazewell County Juvenile Court Services, have been provided solely by "out of county" residential placements, that utilize counseling agencies which do not specialize in sex offender therapy and.

WHEREAS, Contractor is able to provide said services, within the county, with a more intense level of treatment,

NOW, THEREFORE, in consideration of mutual covenants, promises, undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by and between the parties hereto, it is agreed as follows:

- 1. The instant written Agreement contains all the obligations and responsibilities of the parties, notwithstanding conversations, prior discussions and or verbal understandings prior to the execution of this document.

 Amendments, modifications and clarifications, if any, to this Agreement shall be valid only if executed in writing by and between the parties.
- 2. The Contractor shall initially provide evaluations for any juvenile sex offender referred by Tazewell County Juvenile Court Services for the purpose of determining the necessity and/or desirability of providing therapeutic services to those individuals and following said evaluations, Contractor shall provide those therapeutic services which are determined to be necessary and desirable. Any and all evaluations and therapeutic services shall be provided in appropriate work areas, which shall be made available by Tazewell County Juvenile Court Services, within the County Contractor shall perform any and all services required herein, including, but, not limited to those services mandated by any judge, in a competent and professional manner. The services to be provided under this contract shall include, but, not be limited to the following; individual meetings with the juvenile sex offenders, as required for determining of the "appropriate level of therapeutic services" based on Illinois. Sex Offender Management Board (SOMB) guidelines. Contractor shall tender written reports of time spent and services performed, monthly or as often as requested by Tazewell County Juvenile Court Services.
- 3. The work areas provided for Contractor shall be located in the probation office and shall contain a desk, telephone (for local ealls), office supplies (such as pens,

- paper, staples) a copying machine, etc. for Contractor's use. Contractor shall, at its sole cost, provide a computer, cell phone, pager, and or any other such materials or equipment it requires.
- 4. The consideration, herein called the "Contract Price" to be paid by 10th Judicial to the Contractor for the performance of the work contemplated herein, is the sum of \$28.85 per hour. Tazewell County Court Services, the grantee, shall submit cash request documentation to the Illinois Criminal Justice Information Authority, for all payments due to the contractor for its service(s).
- 5. For all purposes herein contained, Contractor is and shall be an independent contractor and shall not be subject to the control or supervision of Tazewell County Juvenile Court Services with respect to the determination and control as to the methods, manner, means, and or scheduling of its performance of the services and obligations required under this contract. As an independent contractor, Contractor shall not be entitled to or receive any benefits provided to employees of the Tazewell County Juvenile Court Services.
 - Notwithstanding anything to the contrary herein contained, Contractor shall utilize and adhere to all SOMB guidelines and Judicial mandates, in its performance
- 6. The expectation of the parties herein, is that Contractor shall not require the assistance of any subcontractor(s) in the performance of its obligations, however, in the event Contractor determines that it must subcontract portion(s) of its "tasks", it shall do so only following the notification to and written approval of Tazewell County Juvenile Court Services and ICJIA, which approval(s) shall not be unreasonably withheld..
- 7. Contractor agrees that it shall indemnify and hold Tazewell County Juvenile Court Services harmless from liability or responsibility from any and all claim(s) for and or damages resulting from injuries or claim of injury occurring on the Tazewell County Juvenile Court Services premises, which may be brought by employees, agents, sub-contractors and or guests of Contractor.
- 8. Except as otherwise noted herein, individuals provided therapeutic services by Contractor per the instant contract, shall have the right to privacy and confidentiality with respect to(a) the fact of their participation and(b) with regard to any and all information obtained as a result of said participation. This "confidentiality" shall not apply to the Tazewell County Juvenile Court Services, the Judges or to any of the attorneys of record, in and for the cases for which such services were ordered to be provided. Additionally, during the term(s) of probation(s) resulting from such cases, the appropriate court personnel shall be allowed access to the information. Prior to conducting an evaluation and or providing services, Contractor shall disclose the above noted confidentiality parameters and shall procure signed releases from each individual receiving services. In the event said release is rescinded, for any reason, then any and all information shall be transmitted only pursuant to and following a valid order of Court, specifically compelling the transfer of the information. . The Tazewell County Juvenile Court Services shall be provided reports, not less than monthly, or on request, of all work performed by Contractor, for each juvenile participating in the services

- 9. During the term of this agreement, Contractor shall maintain policies of insurance, in full force and effect, which shall provide full coverage for itself and the Tazewell County Juvenile Court Services from, or as a result of, claims under Workman's Compensation Act, Occupational Disease Act, Employer's Liability Insurance, Comprehensive General Liability Insurance (including bodily injury and property damage) and Automobile Liability Insurance (including bodily injury and property damage.) To evidence said coverage, Contractor shall provide Tazewell County Juvenile Court Services certificates of insurance in form(s) and amount(s) acceptable to the Tazewell County Juvenile Court Services Auditors.
- 10. Contractor shall save and hold harmless the Tazewell County Juvenile Court Services, including their elected officials, agents and employees, free and harmless from all liability, public or private, penalties, contractual or otherwise, attorney's fees, expenses, causes of action, claims or judgments, resulting from claimed injury, damage, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including, but, not limited to, chooses in action) arising out of or in any way connected with the performance or work or work to be performed under this contract, whether or not arising out of the partial or sole negligence of the Tazewell County Juvenile Court Services, their elected officials, agents, or employees, and shall indemnify the Tazewell County Juvenile Court Services for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the Tazewell County Juvenile Court Services, and or their agents and employees, whether or not by or through insurance provided by the Tazewell County Juvenile Court Services.
- 11. Contractor shall further hold harmless the Tazewell County Juvenile Court Services, including their elected officials, agents and employees, from liability or claims for any injuries to or death of Contractor or any subcontractor or employees, arising from any cause whatsoever, whether or not arising out of the partial or sole negligence of Tazewell County Juvenile Court Services, it's elected officials, agents or employees, including protection of Tazewell County Juvenile Court Services, it's elected officials, agents or employees, including protection against any claim of the Contractor or any subcontractor for any payments under any Workman's Compensation Insurance carried on behalf of said Contractor or subcontractor, and shall indemnify the Tazewell County Juvenile Court Services from any costs, expenses, judgments and attorneys fees paid or incurred with respect to such liability or claims by it or on its behalf of its agents and employees, whether or not by or though insurance provided by the Tazewell County Juvenile Court Services.
- 12. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provision of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference, as though otherwise fully set forth at length.
- 13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other breach or further breach of this contract or any provision hereof.

- 14. This contract is severable, and the invalidity or unenforceability of any provision of this contract, or any part hereof, shall not render the remainder of this contract invalid or unenforceable.
- 15. This contract may not be assigned or subcontracted by Contractor to any other person or entity without the written consent of Juvenile Court Services. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
- 16. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto. Tazewell County Juvenile Court Services shall not be liable to Contractor for the costs, changes or additions to the scope of work to be performed, if such changes are not agreed to by Tazewell County Juvenile Court Services.
- 17. This contract may be terminated by the Tazewell County Juvenile Court Services. at any time, if insufficient funds are allocated by CJIA, if, in Tazewell County Juvenile Court Services exclusive judgment, there are insufficient numbers of juvenile sex offenders to justify continuing the program in existence, or in the event that Contractor fails to perform to the satisfaction of Tazewell County Juvenile Court Services. At its sole discretion, Tazewell County Juvenile Court Services may notify Contractor if there are any aspects of the services provided under this contract that are perceived to require additional efforts or any other kind of remediation to satisfy the intent of the Tazewell County Juvenile Court Services. If Contractor fails to provide the remediation requested within thirty days, or any longer period specified in the notice, then the Tazewell County Juvenile Court Services may terminate the agreement immediately. The Tazewell County Juvenile Court Services shall be the responsible for giving such notice and for agreeing to any modification or clarification of this agreement, not requiring additional financial expenditures. The Illinois Criminal Justice Information Authority. (CJIA) has sole authority to approve additional expenditures under this agreement.
- 18. The Contractor, per language of the grant #XXXXXX, shall provide training to the probation officers and staff of the Tazewell County Juvenile Court Services, as well as any training to school districts within the Tazewell County that become members of the Multidisciplinary team.
- 19. Contractor certifies that it is currently listed on and shall remain, during the entire term of this agreement or any extensions thereof, listed on the SOMB provider list.
- 20. The parties agree that the instant document constitutes the entire agreement between the parties and in witness thereof the individuals signing, warrant and covenant that they are authorized to execute this agreement on behalf of their respective principles.

TAZEWELL COUNTY on behalf of the Tazewell County Juvenije Court Services:

DATED

In exchange for adequate and sufficient consideration, receipt of which is hereby acknowledged, the undersigned County, beneficiaries of and participants in the Tazewell County Juvenile Court Services, execute this agreement, and by so doing agree to be jointly and severally liable and responsible for the obligations and responsibilities of TAZEWELL COUNTY, Grantee of CJIA Grant #408152, in the instant agreement

CONTRACTOR: P.F. DOVER COUNSELING, LLC

BY:

(Scott Smith, AUTHORIZED MEMBER)

DATED 6-27-16

PROGRAM TITLE:

AGREEMENT NUMBER:

Juvenile Sex Offender Program

408152

PREVIOUS AGREEMENT NUMBER(S):

NA

ESTIMATED START DATE:

July 1, 2010

SOURCES OF PROGRAM FUNDING:

FFY08 JAG Funds: Matching Funds:

24,503

Overmatch (if any)

8,168 159

Total:

32,830

IMPLEMENTING AGENCY:

ADDRESS:

Tazewell County

334 Elizabeth St., Suite 54

Pekin, Illinois 61554

IRS TAX IDENTIFICATION NUMBER (36- or 37-):

OFFICIAL IN CHARGE:

37-6002171

David Zimmerman

TITLE

TELEPHONE:

Chairman, Tazewell County Board

309-477-2272

CHIEF FINANCIAL OFFICER:

TITLE

Duane Gray

TELEPHONE:

Treasurer, Tazewell County

309/477-2284

Implementing Agency DUNS Number:

Implementing Agency CCR Renewal Date, Cage Code:

071430805

12/18/2010 8AML2

PROGRAM AGENCY:

Tazewell County Probation and Court Services

ADDRESS:

334 Elizabeth St., Suite 54 Pekin, Illinois 61554

PROGRAM DIRECTOR:

TITLE

David E. Mills

TELEPHONE:

Director, Probation and Court Services 309-477-2278 ext. 6

FAX:

309-477-3113

Email:

dmills@tazewell.com 626607316

Program Agency DUNS Number:

Implementing Agency CCR Renewal Date, Cage Code:

9/25/2010 5NAL1

FISCAL CONTACT PERSON:

TITLE:

TELEPHONE:

Chief Probation Officer

309-477-2278 ext. 6

Kimberly M. Olar

FAX: Email:

309-477-3113

kolar@tazewell.com

PROGRAM CONTACT PERSON:

TITLE:

Kimberly M. Olar

Chief Probation Officer 309-477-2278 ext. 6

TELEPHONE: FAX:

309-477-3113

kolar@tazewell.com

Email:

INTERAGENCY AGREEMENT

Edward Byrne Memorial Justice Assistance Grant Program, (Byrne/JAG) 2005

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 300 W. Adams, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and Tazewell County on behalf of Tazewell County Probation and Court Services, hereinafter referred to as the "Implementing Agency," with its principal offices at 334 Elizabeth Street, Pekin IL 61554, for implementation of the Juvenile Sex Offender Program.

WHEREAS, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

WHEREAS, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Omnibus Crime Control and Safe Streets Act of 2002 and agency agreements with State agencies and units of local government for the use of these federal funds; and

WHEREAS, pursuant to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program the Authority, names the following purpose areas as the focus of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for federal fiscal year 2008:

- 1. Law enforcement programs.
- 2. Prosecution and court programs.
- 3. Prevention and education programs.
- 4. Corrections and community corrections programs.
- 5. Drug treatment and enforcement programs.
- 6. Planning, evaluation, and technology improvement programs.
- 7. Crime victim and witness programs.

WHEREAS, the Authority designated the Implementing Agency to receive funds for the purpose of implementing a program to address one of the named areas:

NOW, THEREFORE, BE IT AGREED by and between the Authority and the Implementing Agency as follows:

SECTION 1. DEFINITIONS

"Program":

means a plan set out in a Program Description that identifies and proposes to address problems related to one of the named areas and that contains a statement of objectives, strategies for achieving those objectives, and a method for assessing the effectiveness of those strategies.

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from July 1, 2010 through June 30, 2011.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

SECTION 3. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the starting date of this agreement, the Implementing Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

SECTION 4. PAYMENT

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 11 of this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$24,503 and is dependent on the expenditure of matching funds as described in Section 5 and Exhibit B, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of federal and matching funds into a bank account in the name of the Implementing Agency. Federal funds shall be immediately deposited into such bank account. The Implementing Agency may deposit such funds into an account separate from any of its other bank accounts, or treat such funds as a separate line item per its budget and audited financial statements. If the Implementing Agency receives more than one award from the Authority, the Implementing Agency shall ensure that the federal and

matching funds for each award are accounted for separately.

SECTION 5. MATCH

Federal funds from the Byrne/IAG Program may be used to pay up to 75 percent of the program costs described in Exhibit B. The Implementing Agency must provide non-federal funding for at least 25 percent of the program costs described in Exhibit B. Failure of the Implementing Agency to provide non-federal financial support to the program described in Exhibit A in the amount of at least 25 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall provide non-federal financial support to the program, as described in Exhibit B.

SECTION 6. PROGRAM DESCRIPTION AND BUDGET

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

SECTION 7. EXHIBITS

The documents appended are made a part of this agreement as exhibits. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits.

SECTION 8. NON-SUPPLANTATION

The Implementing Agency certifies that federal and matching funds made available under this agreement will not be used to supplant/replace State or local funds that would otherwise be made available to the Implementing Agency for purposes related to law enforcement. The Implementing Agency certifies that federal and matching funds made available under this agreement will be used to supplement/increase existing funds for such purposes.

SECTION 9. OBLIGATIONAL LIMITATION

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligations of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the failure to appropriate or otherwise make available sufficient funds for this agreement.

SECTION 10. PROGRAM INCOME

All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program described in Exhibit A shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The federal proportion of program income must be accounted for up to the same ratio of federal participation as funded in the program. Program income may be retained by the Implementing Agency for any purpose that furthers the objectives of the Byrne Formula Grant Program. Implementing Agency shall report and account for such program income as required by the Authority.

SECTION 11. REPORTING AND EVALUATION REQUIREMENTS

Unless required on a more frequent basis by the Authority, the Implementing Agency shall submit the following reports to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, by the 15th day of each month following the previous quarter:

- progress reports for the preceding quarter relevant to the performance indicators listed in Exhibit A;
- fiscal reports detailing financial expenditures for the previous quarter;
- and any other reports specified by the Authority.

The Implementing Agency is further required to submit a final financial status report following termination of the program, the content and form of which will be determined by the Executive Director of the Authority.

The Implementing Agency agrees to comply with the Office of Justice Program guidelines for the evaluation of programs. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

SECTION 12. MAINTENANCE OF RECORDS

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit, review, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it or until the end of the regular 3-year period, whichever is later.

SECTION 13. INSPECTION AND AUDIT

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery,

or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 11 and all other program activity.

The Authority, the Illinois Auditor General and the Illinois Attorney General shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

SECTION 14. CLOSE-OUT REQUIREMENTS

Within 45 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; (d) any refund of unexpended funds and (e) other documents required by the Authority.

SECTION 15. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS, CONFLICT OF INTEREST

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The Implementing Agency shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of \$100,000 or less, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFPs over \$100,000, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance. In addition, the Authority reserves the right to request that any RFP or IFB, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its issuance.

As required by the Authority, the Implementing Agency shall submit documentation regarding its procurement procedures and grant-funded purchases for Authority review and approval, to assure adherence to applicable federal guidelines.

SECTION 16. ASSIGNMENT

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontract under this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

SECTION 17. SUBCONTRACTING

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts over \$100,000 that are funded with federal or matching funds must be submitted by the Implementing Agency for Authority review and approval prior to their effective dates and execution by the Implementing Agency. In addition, the Authority reserves the right to require that any subcontract funded with federal or matching funds, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its effective date and execution by the Implementing Agency.

As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with federal or matching funds for Authority review and approval, to assure adherence to applicable federal guidelines.

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

SECTION 18. INDEPENDENT CONTRACTOR

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

SECTION 19. EQUIPMENT REQUIREMENTS

If, for an item of equipment described in Exhibit B to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of federal funding;
- B. Cancel this agreement;
- C. Allow the Implementing Agency to reallocate the federal or matching funds that were allocated for such equipment to other allowable, Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

Equipment purchased using federal or matching funds shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

SECTION 20. INFORMATION TECHNOLOGY REQUIREMENTS

If for an item or services, listed in Exhibit B, is for networking or information technology (IT) system which involves information sharing system with interstate connectivity between jurisdiction shall to the extent possible use existing networks as the communication backbone. Unless the Implementing Agency can demonstrate to the satisfaction of the Authority that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system. Furthermore, any information technology system founded or supported by grant or match funds with comply with 28 C.F.R. Part 23. If the Authority determines that 28 C.F.R. Part 23 is applicable, the Authority at its discretion may perform an audit to ensure system is in compliance, fines may apply for violations.

The Implementing Agency, if they are not going to use existing networks and IT systems, should provide documentation to demonstrate the above conditions. This documentation should be provided at the time of the grant documentation submission. If it only becomes apparent after the start of the grant period that above conditions for not using existing networks and IT systems is not feasible then documentation shall be provided to the Authority for approval prior to begin work.

The Authority's Illinois Integrated Justice Information System's Project manager, at 312-793-8550, should receive written notification regarding any information technology project funded by this grant. The Implementing Agency must maintain an administrative file documenting the meeting of this requirement.

SECTION 21. INFORMATION SHARING

The Implementing Agency, in an effort to support public safety and information sharing, is required to use the National Information Exchange Model (NIEM) specifications and guidelines for this grant in the development of data elements for data exchange systems. The Implementing Agency shall publish and make available without any restrictions all schemas developed under this grant to the component registry. NIEM guidelines are as follows:

1. Instances must validate against the set of NIEM reference schemas. Schemas conformant to the NIEM must import and reference the NIEM Schema namespace or NIEM namespaces they need to use (Universal, Common, Justice, etc.) or a correct NIEM Schema Subset (same namespaces). Note that importing the NIEM Justice Domain namespace will cascade to importing Common and Universal. Also, note that if an instance validates against a correct subset of the NIEM reference schemas, then it will validate against the NIEM reference schemas.

- 2. If the appropriate component (type, element, attribute, etc.) required for an IEPD exists in the NIEM, use that component. Do not create a duplicate component of one that already exists.
- 3. Be semantically consistent. Use NIEM components in accordance with their definitions. Do not use a NIEM element to encapsulate data other than what its definition describes.
- 4. Follow the IEPD (Information Exchange Package Documentation) Lifecycle as described in NIEM documentation and define all required artifacts at each step.
- 5. Adhere to the NIEM Naming and Design Rules (NDR) to ensure correct, consistent schema development.

SECTION 22. CONFLICT OF INTEREST

The Implementing Agency agrees to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all the terms, conditions and provisions of the code apply to this agreement and are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. The Implementing Agency shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

SECTION 23. IMPLEMENTING AGENCY COMPLIANCE

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- The Omnibus Crime Control and Safe Streets Act of 1968, as amended; Anti-Drug Abuse Act of 1988; Bureau of Justice Assistance's Byrne Formula Grant Program Guidance document; and Program Guidelines for the Drug Control and System Improvement Formula Grant Program (53 FR 52244 et seq., effective December 27, 1988).
- The Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); State Comptroller Act (15 ILCS 405); and rules of the Authority (20 Ill. Adm. Code 1520 et seq.).
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Government wide Debarment and Suspension (Nonprocurement);

and Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including subawards) with institutions of higher education, hospitals and other non-profit organizations; Part 83, Government-wide requirements for drug-free workplace (Grants).

OMB Circular A-102 "Grants and Cooperative Agreements with State and Local Governments," revised October 7, 1994

OMB Circular A-21 "Cost Principles for Educational Institutions," revised April 26, 1996 (codified at 28 CFR Part 66, by reference)

OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments," revised May 4, 1995 (codified at 28 CFR Part 66, by reference)

OMB CircularA-133 "Audits of States, Local Governments and Nonprofit Institutions," revised June 30, 1997 (codified at CFR Part 66 and Part 70)

Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).

- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; Environmental Protection Agency regulations (40 CFR Chapter 1); and Procedures for Implementing the National Environmental Policy Act (28 CFR Part 61).
- National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738.
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.

- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.
- The following acts relating to the sharing of forfeited assets: 720 ILCS 5/36-1 through 36-4, 720 ILCS 5/37-1 through 37-5, 720 ILCS 550/12, 720 ILCS 570/505, 720 ILCS 600, 725 ILCS 150.
- Such rules and regulations as the Department of State Police establish pursuant to Section 5 of the Intergovernmental Drug Laws Enforcement Act, 30 ILCS 715/5, and the Illinois Law Enforcement Information Network (ILEIN).
- The rules of the Department of State Police regulating the Intergovernmental Drug Laws Enforcement Act (20 Ill. Adm. Code 1220 et seq.).

SECTION 24. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

If the Implementing Agency undertakes new activities related to the use of federal grant or matching funds in connection with the program that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Bureau of Justice Assistance (BJA), in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements, including but not limited to those listed in Section 21 of this agreement.

The Implementing Agency acknowledges that this section applies to new activities whether or not they are being specifically funded with federal grant or matching funds, in connection with the program. As long as the new activity is being conducted by the Implementing Agency, or any subgrantee, subcontractor, or any third party, and the new activity needs to be undertaken in order to use the federal grant or matching funds in connection with the program, the terms of this section must he met.

Prior to obligating federal grant or matching funds in connection with the program, the Implementing Agency must determine if any of the following activities will be related to the use of such federal grant or matching funds. The Implementing Agency must notify the Authority in writing if it will be conducting any of the following activities, when the activity is undertaken in order to use, or is funded with, federal grant or matching funds in connection with the program:

- New construction
- Minor renovation or remodeling of a property either (a) listed or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.

- A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size.
- Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

For existing and continuing programs or activities that will be funded with federal grant or matching funds through the Authority, upon request by the Authority as directed by BJA, the Implementing Agency shall cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

SECTION 25. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

If the Implementing Agency has 50 or more employees and is receiving at least \$25,000 through this agreement, or another grant funded by the U.S. Department of Justice, the Implementing Agency shall formulate, implement and maintain an equal employment opportunity program in accordance with 28 CFR Part 42, Nondiscrimination; Equal Employment Opportunity; Policies and Procedures. If required by this section, the Implementing Agency certifies that an equal employment opportunity program will be in effect during the period of performance of this agreement. In addition, an Implementing Agency receiving \$500,000 or more through this agreement, or \$1,000,000 or more in aggregate grant funds in an 18 month period, shall submit a copy of its equal employment opportunity plan to the Authority.

The Implementing Agency shall complete and submit an EEO Plan Certification to the Authority. This Certification will indicate if the Implementing Agency is required to have an EEO Plan or if the Implementing Agency is exempt from this requirement.

SECTION 26. NONDISCRIMINATION

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. The Implementing Agency agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

Faith-Based and Community Organizations that statutorily qualify as eligible applicants under OJP programs are invited and encouraged to apply for assistance awards and will be considered for awards on the same basis as any other eligible applicants and, if they receive assistance awards, will be treated on an equal basis with all other grantees in the administration of such awards. No eligible applicant will be discriminated against on the basis of its religious character or affiliation, religious name, or the religious composition of its board of directors or persons working in the organization.

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Title VI of the Civil Rights Act of 1964, as amended;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472); and Executive Order 13166 Limited English Proficiency Resource Document: Tips and Tools from the Field;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Instice Programs.

The Implementing Agency shall complete and submit the Civil Rights Certification. If the Implementing Agency has had findings of discrimination within the past 5 years, a copy of any findings of discrimination must be sent to the Authority along with the Certification.

The Implementing Agency certifies that it shall not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

SECTION 27. CONFIDENTIALITY OF INFORMATION

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

The Implementing Agency shall adhere to all confidentiality provisions of 42 U.S.C. 3789(g) and 28 CFR Part 22, applicable to the collection, use, and revelation of data or information.

As applicable, the Implementing Agency agrees to protect the confidentiality of narcotic related intelligence and investigative information and to maintain the security of such information. The Implementing Agency certifies that it shall take full responsibility and will be accountable for narcotic-related intelligence and investigative information collected, maintained and disseminated as a result of the program described in Exhibit A and that program personnel will comply with all standards set forth in this agreement. As applicable, all program personnel shall comply with the obligations for confidentiality and dissemination of narcotic-related intelligence and investigative information placed on inspectors for the Department of State Police by the Department's rules of Conduct (20 Ill. Adm. Code 1220.130(h)), by the Department's internal operating procedures (DCI OPS 9 Dissemination of Narcotic-Related Information to Other Agencies, August 15, 1979; MDI-26 Dissemination of Intelligence and Investigative Information, June 15, 1981), U.S. Department of Justice Criminal Intelligence Operating Policies, F.R., vol. 43, no. 127, June 30, 1978, and by such other rules of the Department or the Authority as may hereafter be adopted.

SECTION 28. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

SECTION 29. CERTIFICATION REGARDING LOBBYING.

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. The Implementing Agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the federal awarding agency.

If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

SECTION 30. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

SECTION 31. DRUG FREE WORKPLACE CERTIFICATION

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

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

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

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

- (3) any available drug counseling, rehabilitation, and employee assistance program; and
- (4) the penalties that may be imposed upon an employee for drug violations.
- Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

SECTION 32. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

SECTION 33. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

SECTION 34. DISPOSITION REPORTING

The Implementing Agency certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with the Authority and other parties in the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

SECTION 35. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES

If the program described in Exhibit A is subject to requirements of the Criminal Intelligence System Operating Policies, 28 CFR Part 23, the Implementing Agency certifies to the Authority that the program shall conform with the operating policies set forth in 28 CFR Part 23.20 and meets funding criteria set forth in 28 CFR Part 23.30. If the program is subject to these requirements, the Implementing Agency shall cooperate with specialized monitoring and auditing of the program as may be required by 28 CFR Part 23.40(a), and shall comply with operating policies

required by 28 CFR Part 23.40(b).

SECTION 36. STATEMENTS, PRESS RELEASES, ETC.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

SECTION 37. COPYRIGHTS, PATENTS

If this agreement results in a copyright, the Authority and the Bureau of Justice Assistance reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

SECTION 38, PUBLICATIONS

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing.

For publications over 20 pages, the Authority will submit comments to the Implementing Agency no later than 30 days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 30-day review period.

For publications of 20 pages or less, the Authority will submit comments to the Implementing Agency no later than 10 working days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 10-day review period.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:

"This project was supported by Grant # 2008-DJ-BX-0034, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of

view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

SECTION 39. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

SECTION 40. FEDERAL GRANT INFORMATION

services

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office of Justice Programs, Bureau of Justice Assistance, Department of Justice
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.738 Byrne Formula Grant Program
- Grant Award Name and Number: Edward Byrne Memorial Justice Assistance Grant (2008) Grant Program DJ-BX-0034. Grant Award Year: Federal Fiscal Year 2008

SECTION 41. TRANSPARENCY ACT COMPLIANCE

The Implementing Agency and Program Agency agree to comply with any and all requirements of 2 C.F.R. §33.200 that are imposed on recipients of federal funds by the Federal Funding Accountability and Transparency Act of 2006. The Implementing Agency and Program Agency agree to comply with the following:

a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from Dun and Bradstreet, Inc online at www.dunandbradstreet.com or by calling 1-866-705-5711.

Implementing Agency's DUNS Number: 071430805

Program Agency's DUNS Number: 626607316

b) To maintain a current registration in the Central Contractor Registration (CCR) database. The Implementing Agency must update or renew their CCR registration at least once per year to maintain an active status. Information about registration procedures can be accessed at www.ccr.gov or by calling 1-888-227-2423.

The Implementing Agency's CCR registration is valid until: 12/18/2010

The Program Agency's CCR registration is valid until: 9/25/2010

c) Shall provide the Authority with their Commercial And Government Entity (CAGE) Code. The CAGE Code request process is incorporated into the CCR registration.

Implementing Agency's CAGE Code; 8AML2

Program Agency's CAGE Code: 5NAL1

d) The Implementing Agency and Program Agency further agree that all agreements entered into with subgrantees or contractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the CCR. The acquisition of a DUNS number and registration with the CCR database is not required of subgrantees and contractors who are individuals.

SECTION 42. ACKNOWLEDGMENT AND AGREEMENT FOR INVESTIGATION AND CLOSURE OF METHAMPHETAMINE LABORATORIES

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

When applicable, the Implementing Agency agrees that it shall adhere to guidelines and procedures to be developed by the Authority and ISP regarding the investigation and closure of clandestine methamphetamine laboratories as a condition of continued funding. The Implementing Agency shall also adhere to any amendments or additions to these guidelines and procedures that are necessary to assure continued compliance with federal, State and local laws, regulations and guidelines. If applicable, the Implementing Agency shall be notified of these guidelines and procedures, and any such amendments or additions, in writing, and will be required to sign an acknowledgment evidencing its receipt and agreement to adhere to these guidelines, procedures, and any amendments or additions.

In the event that the Implementing Agency encounters a clandestine methamphetamine laboratory the Implementing Agency shall immediately call the Illinois State Police (ISP) Clandestine Laboratory Coordinator, at phone # (217) 785-6623 and the appropriate Drug Enforcement Administration (DEA) field office, for further instructions. In addition, unless otherwise required by the items listed below, the Implementing Agency acknowledges and certifies that it will not store, remove, transport or dispose of any chemicals, equipment and wastes used in or resulting from the operations of the clandestine methamphetamine laboratory, in connection with this program

SECTION 43. REQUIRED ACTIVITES FOR INVESTIGATION AND CLOSURE OF METHAMPHETAMINE LABORATORIES

The Implementing Agency understands and agrees that for any program involving either the identification, seizure, or closure of clandestine methamphetamine laboratories, it shall perform the following activities in accordance with Illinois State Police procedures:

- (1) Assure that personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories have received medical screening.
- (2) Assure that Occupational Safety and Health Administration (OSHA) required initial and refresher training has been provided for law enforcement officials and other personnel assigned by the Implementing Agency to either the seizure or the closure of clandestine methamphetamine laboratories.
- (3) As determined by their specific duties, assure that personnel assigned to the program are equipped with OSHA required protective wear and other required safety equipment.
- (4) Assure that properly trained personnel are assigned to prepare a comprehensive contamination report on each seized/closed laboratory.
- (5) If directed by the ISP Clandestine Laboratory Operator Coordinator or the DEA to store, remove, transport or dispose of any chemicals and associated glassware, equipment, and contaminated materials and wastes, the Implementing Agency shall, in accordance with direction provided by ISP and/or DEA:
 - a) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory.
 - b) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities.
 - c) Monitor the transport, disposal, and recycling components of above subparagraphs a and b in order to ensure proper compliance.
- (6) Contact the Illinois Emergency Management Agency (IEMA) command center at 1-800-782-7860 within 24 hours after it encounters a clandestine laboratory, and notify IEMA of all clandestine laboratories it encounters.

IEMA serves as the single point of contact and timely notification to the IEMA command center eliminates

the need for the Implementing Agency to initiate procedures to ensure that written notification is made to the Illinois Environmental Protection Agency (IEPA), the Illinois Department of Public Health (IDPH), the local health department and the property owner on each clandestine laboratory. IEMA facilitates the coordination of assistance from the above described agencies, as well as the Department of Children and Family services.

- (7) Facilitate the implementation of the written agreement regarding clandestine laboratories with the responsible state environmental agency. This agreement must provide that the responsible state environmental agency agrees to a) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory and b) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the state environmental agency and in accordance with existing state and federal requirements; and
- (8) Facilitate the implementation of the written agreement with the responsible state or local services agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can a) respond to the potential health needs of any minor at the site b) take that minor into protective custody unless the minor is criminally involved in the methamphetamine lab activities, or is subject to arrest for other criminal violations, c) ensure immediate medical testing for methamphetamine toxicity; and d) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

SECTION 44. LEGAL COMPLIANCE FOR INVESTIGATION AND CLOSURE OF METHAMPHETAMINE LABORATORIES

The Implementing Agency understands agrees to comply with federal, State and local environmental, health and safety laws, regulations and guidelines applicable to the investigation and closure of claudestine methamphetamine laboratories and the removal and the disposal of the chemicals, equipment and wastes used in or resulting from the operations of these laboratories, including but not limited to:

- Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6901 et seq.) as amended by the Hazardous and Solid Waste Amendments (HSWA) (Pub. L. 98-616).
- Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. 9601 et seq.), as amended by the Superfund Amendments and Reauthorization Act (SARA).
- Hazardous Materials Transportation Act (49 U.S.C. 5101 et seq.).
- Occupational Safety and Health Act (OSHA) (29 U.S.C. 651 et seq.).
- OSHA Hazardous Waste Operations and Emergency Response Standard (29 CFR 1910.120).
- OSHA Respiratory Protection Standard (29 CFR 1910.134).
- OSHA Hazard Communication Standard (29 CFR 1910.1200).
- Applicable U.S. Drug Enforcement Administration guidelines and requirements.
- Applicable Illinois State Police policies, procedures, guidelines and requirements.

SECTION 45. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

SECTION 46. INTEGRATION

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

SECTION 47. SEVERABILITY

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

SECTION 48. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

SECTION 48.5 SPECIAL CONDITION FOR CONTRACTORS (Applicable to independent contractors, not employees, of the Implementing Agency)

If the contractor payment rate exceeds \$450 for an 8 hour day (exceeds \$56.25 per hour), the Implementing Agency must submit written justification for that payment rate for PRIOR Anthority review and approval.

If the contractor payment rate is \$450 or less for an 8 hour day, the written justification must be maintained on-site by the Implementing Agency and made available for review and approval by the Authority during scheduled site visit(s). If a site visit is not scheduled during the period of performance of the grant program, the Implementing Agency may be required to submit this justification for Authority review and approval as directed by the Authority.

The written justification for these contractor payments must follow the Authority's required format, which the Authority will provide to the Implementing Agency.

In addition, the Implementing Agency must submit copies of all contracts over \$100,000 that it anticipates entering into with the selected contractors for Authority review and approval, PRIOR to their approval and execution by the Implementing Agency. Other contracts may be requested for review, at the discretion of the Authority.

SECTION 49. FAILURE TO FILE IN A TIMELY FASHION.

In order to preclude the possibility of lapsing of funding, the Authority is requiring the timely filing of all required reports. Reports shall include but are not limited to, quarterly fiscal reports, quarterly progress reports and all reports included in the closeout materials. The quarterly fiscal and progress reports are due not more than 15 days after the end of the quarter unless another reporting schedule has been required or approved by the Authority. The final date for submission for all of the closeout material reports is 45 days after the end of the grant period.

Failure to meet the reporting dates established for the particular reports shall result in the "freezing" of all funds. The frozen funds shall not be limited to a particular grant that is delinquent, but all grant funds that the Implementing Agency has with the Authority shall be frozen. Funds will be released following the completion of all the reporting requirements.

SECTION 50. REPORTING GRANT IRREGULARITIES

The Implementing Agency shall promptly notifying the Authority through their Grant Monitor when an allegation is made, or the Implementing Agency otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of grant funds. The Authority, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities shall include but are not limited to such matters as conflicts of interest, falsification of records or reports both data, fiscal and programmatic, and the misappropriation of funds or other assets.

The Implementing Agency shall inform any sub-recipient of the Authority's grant funds that the sub-recipient is similarly obligated to report irregularities and the Implementing Agency shall provide a copy of the Authority's policy to any sub-recipient. A copy of the Authority's policy is available on the web at http://www.icjia.state.il.us/public/.

Failure to report known irregularities can result in suspension of the Interagency Agreement or other remedial action. In addition, if the implementing agency's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to the Implementing Agency's director. The Implementing Agency, in turn, shall promptly notify the Authority as described above of the possible illegal acts or irregularities. If the possible misconduct involves the Implementing Agency's director, the Implementing Agency staff member shall provide prompt notice directly to the Authority.

In addition, the Authority, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to the Authority at:

Illinois Criminal Justice Information Authority Attn: Grant Monitor 300 W. Adams Suite 200 Chicago, IL 60606

Phone: 312-793-8550

SECTION 51. USE OF FUNDS

Implementing Agency certifies that it, and its subcontractors, shall use federal and match, if applicable, funds for only allowable services, activities and costs, as described in Exhibit A.

The Implementing Agency certifies that only those costs listed in Exhibit B shall be paid pursuant to this agreement.

Implementing Agency understands the payment of funds shall be withheld until such certifications are received by the Authority.

SECTION 52. ACCEPTANCE & CERTIFICATION

The terms of this interagency agreement are hereby accepted, executed, and where applicable, certified and acknowledged, by the proper officers and officials of the parties hereto:

Jack Cutrone
Executive Director
Illinois Criminal Justice Information Authority

2/19/10 Date 70/1/3/10

I, David Zimmerman, County Board Chairman, do hereby certify and acknowledge that: (1) all of the information in the grant agreement #408152 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement #408152, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

David Jimmerman County Board Chair Tazewell County 6-21-10 Date

I, Duane Gray, Treasurer, do hereby certify and acknowledge that: (1) all of the information in the grant agreement#408152 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement #407152, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

Quane Gray

Treasurer

Tazewell County

6-21-10 Date

I, David E. Mills, Director, Probation and Court Services, do hereby certify and acknowledge that: (1) all of the information in the grant agreement#408152is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement #408152, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

David E. Mills

Director, Probation and Court Service

Tazewell County

6-2/7/ Date

Date

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

PROCEEDINGS FROM THE COUNTY BOARD MEETING HELD THE 26TH DAY OF MAY, 2010

Tazewell County Juvenile Sex Offender Program Tazewell County Office of Court Services EXHIBIT A: PROGRAM NARRATIVE #408152

I. SUMMARY

This proposal involves a comprehensive program for Tazewell County Juvenile Probation to provide assessment and treatment to Juvenile Sex Offenders (JSOs) who are under the supervision (probation or continuance under supervision) of the Tazewell County Juvenile Probation Department. This program is designed to comply with the standards established by the Illinois Sex Offender Management Board (ISOMB) and it will utilize a containment approach.

The mission of the ISOMB is to develop and implement standards and laws to protect victims and communities and to hold offenders accountable through the identification, treatment and monitoring of both adult and juvenile sex offenders. The ISOMB is a function within the IL Attorney General's Office. Additionally, the program is intended to provide a continuum of care from traditional outpatient JSO specific treatment to intensive outpatient JSO specific treatment that will maximize deflection of juveniles from more costly residential JSO treatment programs (e.g., one such program, currently utilized, costs \$102,250.00 per probationer, per l year.) This program is not designed to eliminate the use of residential JSO specific treatment, but rather, to reserve its use for those juveniles who are truly in need of such programs. A primary goal of this program is to prevent future sexual victimization through early intervention into the targeted juveniles' sexual patterns in order to ameliorate deviancy in this area of their lives before those patterns become more fully ingrained as they age. Given the ideals and theory of the containment model a collaboration of agencies and personnel must convene both in theory and practice to prevent re-offending. The containment approach incorporates clinical experience and psychological research in tandem with increased surveillance and treatment specialization under the supervision of the probation office. It seeks to hold offenders accountable and utilizes internal and external control measures to insure both victim and public safety. The containment model helps the criminal justice practitioners by fostering multidisciplinary, multi-agency and collaborative responses to sex offending, thus minimizing the possibility of re-offense.

II. STATEMENT OF PROBLEM

The program will continue to fill the gap that was reported in the original grant proposal in 2003. (see information below*) Without this program we would revert to having the original problems of not having the needed services available to juvenile sex offenders in Tazewell County. Without the program we would have been required to place up to thirty juvenile sex offenders in residential placement. The program is huge success. We continue to see a need to provide some education and training to the Judges and attorneys, as the Judges rotate on a yearly basis and the attorneys change as well, on the ISOMB guidelines and the purpose and benefit of following

these guidelines. As Judges and Attorneys rotate between courtrooms there is always a need for training and information sharing.

- *If the current program was allowed to end we would encounter the same problems as we encountered prior to the program being implemented in 2003. Below are a list of problems that where encountered prior to the program beginning.
- 1. Lack of collaboration. In the absence of partnerships and communication within the juvenile sex offender service and criminal justice system, we were unable to address the risk to victims and the community as provided in the containment model.
- 2. Lack of victim advocacy. The absence of assessment-based treatment and supervision plans that provide for victim safety had excluded the victim from both healing and protective interaction between support services and criminal justice agencies. Lack of training for probation and other systems members in victim issues and empathy also cripples the overall advocacy for sex offender victims.
- 3. Lack of specialized sex offender assessment. As mentioned earlier, not only were assessments inadequate, but at times nonexistent. In the absence of a timely and adequate assessment, the ability to identify and address the level of risk had been historically a problem. Appropriate assessment is the cornerstone of risk containment.
- 4. Lack of specialized sex offender supervision. In the absence of assessment, collaboration, and appropriate training, specialized sex offender supervision was not being provided in the Tazewell County.
- 5. Lack of specialized sex offender treatment. In the absence of appropriate assessment, treatment, which addresses risk and behavioral issues specific to each juvenile sex offender, had not been available.

III. GOALS, OBJECTIVES, and PERFORMANCE INDICATORS

RISK FACTOR:

The Tazewell County Juvenile Probation Department continues to have a documented growing population of juvenile sex offenders, which without this program would not received consistent and appropriate treatment. At this time there continues to be a lack of alternatives to our program.

GOAL: Maintain the specialized juvenile sex offender probation program based on I. containment concepts that establish the consistent use of ISOMB-approved practices, offense specific supervision, and inter-county collaboration.

OBJECTIVES:

Maintain the juvenile sex offender program that currently exists due to the implementation of the previous grant in 2003, utilizing the containment approach as approved by the ISOMB guidelines.

Performance indicator: With guidance from PF Dover Counseling, LLC regarding offender needs and supervision strategies, maintain the policies and procedures for juvenile sex offender case management and social history preparation.

Establish quarterly meetings to review probation strategies and case progress with all stakeholders with the Tazewell County Office of Court Services.

Performance indicator: Caseload data and developments will be reflected in quarterly progress reports to ICJIA.

Minutes from quarterly meetings will document review of Performance indicator: programmatic strengths and weaknesses in the evolution of best practices.

RISK FACTOR:

The Tazewell County Juvenile Probation Department has a documented history of residential placement in the treatment of juvenile sex offenders, which does not pursue community reintegration, parental/family education and support, or incest victim services. community-based treatment providers which traditionally have been utilized, offer only general counseling which is not sex offender specific and lack the same additional services as the residential agencies. Without this grant program the Tazewell County Juvenile Probation Department would have to revert back to the past practice of utilizing residential placement for juveniles that could be worked with in the community. Currently community treatment provides only general counseling and several of the community providers are experiencing budget problems due to State budget cuts and are therefore cutting the availability of their programs.

II. GOAL: Continue to provide community-based, ISOMB consistent assessment and treatment to the juvenile sex offender population which wherever possible maintains, supports, and treats the juvenile and their parents, coordinating with the victims' therapeutic services when deemed clinically appropriate.

OBJECTIVES:

• Continue to contract with PF Dover Counseling, LLC to provide in-depth assessment services within Tazewell County.

Performance indicator: As reflected in the service providers' quarterly reports to ICJIA, quantitative data on the level of client groups, number of groups, number of clients per group, individual sessions, progress retests, parent groups conducted through officer teaming, and cost analysis of clinical services will connote treatment tools and strategies.

Performance indicator: PF Dover Counseling, LLC will maintain their place on the ISOMB preferred providers list.

• Continue to contract with PF Dover Counseling Services to create individualized service plans and provide innovative treatment methodologies

Performance indicator: As reflected in the service provider's quarterly reports to ICJIA, quantitative data on the level of client groups, number of groups, number of clients per group, individual sessions, progress retests, parent groups conducted through officer teaming, and hours of clinical service will connote treatment tools and strategies.

RISK FACTOR:

The field of recognized probation training professionals and accepted curriculum is still somewhat limited in the juvenile sex offender arena. As probation officers leave Tazewell County and new officers are hired training is needed. This training is currently being provided by PF Dover Counseling and other outside providers as arranged by PF Dover Counseling.

III. GOAL: Provide sex offender specific training per ISOMB guidelines to Tazewell County probation officers.

OBJECTIVE:

• Continue to contract with PF Dover Counseling, LLC to orchestrate training for juvenile sex offender probation officers which meets ISOMB probation training guidelines.

Performance indicator: The probation of Tazewell and PF Dover Counseling, LLC will attend specific training sessions as documented in quarterly reports to ICJIA.

RISK FACTOR:

The Tazewell County Juvenile Probation Department does not have any other established community collaboration for agencies and individuals who deal with juvenile sex offenders and their attendant issues. In the past this has impeded the ability of service providers to be aware of similar community resources and to benefit from collective dialogue and problem solving. The lack of our program would create a void that the program has filled.

IV. GOAL: Maintain the juvenile sex offender management network that acquaints agencies with one another and meets the needs of member agencies.

OBJECTIVE:

• Tazewell County Probation professionals and PF Dover Counseling, LLC will continue to host quarterly meetings of a community collaboration to be called the Central Illinois Juvenile Sex Offender Management Network.

Performance Indicator: Agencies and individuals engaged in services to juvenile sex offenders will work together within the community to continue to share relevant and up to date knowledge on the treatment and research being done with the juvenile sex offender population. The minutes of the meetings will be submitted.

• To identify and address needs and problems of member agencies within the community.

Performance indicator: As facilitated and documented by the Tazewell County Probation professionals and PF Dover Counseling, LLC member agencies will create a list of identified needs which can continue to be addressed through training or other means.

IV. PROGRAM STRATEGY

The Tazewell County Juvenile Probation Department will continue to work with PF Dover Counseling to provide appropriate community based juvenile sex offender treatment. The first mission of the Tazewell County continues to be to ensure that appropriate training is completed to meet ISOMB guidelines and continues to be provided by PF Dover Counseling, LLC.

Tazewell County will continue to utilize case management strategies based on the containment model and continued to create and update a policy and procedural manual for the program. The manual will address such critical components as community and law enforcement collaboration, surveillance, special conditions of probation, family interaction, victim safety, and teaming. We will continue to maintain the Central Illinois Juvenile Sex Offender Network and, in tandem with PF Dover Counseling, LLC, will host/facilitate meetings of the Network.

The project includes one therapist on a contractual basis who will continue to deliver the primary assessment and treatment services to the juveniles in the program. This therapist is licensed with the state of Illinois as Licensed Clinical Professional Counselors (LCPC) and is a clinical member of the Association for the Treatment of Sexual Abusers (ATSA). The therapist and CEO (Scott Smith) of PF Dover Counseling has minimum of fifteen years of clinical experience working with sex offenders. Additionally, he is trained in the use of the Abel Assessment for Sexual Interest (AASI). This instrument provides objective measures of sexual interest. Scott Smith has been trained in the use of the Psychopathy Checklist - Revised (PCL-R). Scott Smith received training on Scientific Content Analysis (SCAN). SCAN is a technique by which written material is evaluated for deceptive content. We currently use and will continue to use Vicarious Sensitization. This instrument is used in only six locations across the United States; with two of those located in Illinois (both in residential JSO specific treatment facilities). Vicarious Sensitization utilizes visual and auditory stimulation (virtual reality) to help an individual to better consider and respond to negative consequences for sexually deviant acts. The program will continue to utilize specially trained probation officers who will focus on the management of JSOs and who will meet ISOMB training standards. The therapist and probation officers work in close coordination with one another in providing the necessary treatment and supervision of the offenders. This includes the probation officer's attendance in some sessions to allow them to witness the therapeutic process and evaluate client progress.

In order to adequately deliver the necessary assessment and treatment services, the program acquired the AASI, the Psychopathy Checklist – Youth Version, and Vicarious Sensitization. The assessment process also utilizes risk assessment tools such as the Estimate of Risk for Adolescent Sex Offender Recidivism (ERASOR) for juveniles under the age of eighteen, and the Rapid Risk Assessment for Sex Offender Recidivism (RRASOR), the Static-99, and the Minnesota Sex Offender Screening Tool – Revised (MnSOST-R) for people eighteen years of age or older. The results of the evaluations provide the foundation for developing a treatment plan that include measurable goals that are based on the specific offender's needs and risks. The treatment plan also has provisions for ensuring the safety of the victims and potential victims, including not allowing unsafe and/or unwanted contact with the offender. The treatment plan also is individualized to meet the unique needs of the offender. Further, the treatment plan identifies the issues to be addressed, including any multi-generational issues if indicated, the planned intervention strategies, and the goals of treatment. The treatment plan also addresses how the offender's support system will be involved in the treatment process, the issue of

potential ongoing victim input, and the treatment provider's role in implementing the treatment plan.

Group therapy is the primary mode of treatment, except for instances such as remote rural settings where group therapy has not been feasible. Group composition is designed to avoid mixing individuals with differences in age, developmental level, and/or risk level. The optimal ratio of therapists to offenders in a group is 1:8. No group has exceeded 10 in number. Though psycho-educational components involving larger groups of offenders may occur as an adjunct to treatment, such groups have not replaced the group therapy approach. Treatment methods are designed to keep as the highest priority the safety of the victim(s), the safety of potential victims and the community, and recognize the offender's need for long-term, offense-specific treatment. Any shorter-term interventions such as substance abuse treatment function as adjuncts to offensespecific treatment, but they do not serve as substitutes. The content of offense-specific treatment is based on the results of the initial and ongoing offender-specific evaluations. Culture, language, developmental disabilities, sexual orientation, and/or gender factors that require special treatment considerations are always considered. The program also includes opportunities for psycho-educational and supportive services for the support systems (including families, foster families, etc.) of the juveniles served. An important part of relapse prevention is to enlist the offender's support system and relevant community resources in the services of further ensuring reduced risk of a re-offense consistent with the containment approach. Caretakers, or potential caretakers, are sufficiently informed about the offender's history of offense and potential risk to others to give informed consent for placement. Though issues related to sex offending are an obvious focus in treatment, it is also necessary to address all elements of an offender's functioning in order to maximize treatment progress. This includes such areas as environment, developmental considerations, family systems issues, and social issues. The treatment of the offender employs techniques that are supported by current professional research and practice. Treatment strategies require the offender to provide a full disclosure of his/her offense history, including reducing denial and defensiveness and the assumption of full responsibility for the offense(s). Indicators that an offender has successfully completed the treatment requirement for offense disclosure include the offender making a disclosure of all sex offenses, the offender attending treatment sessions as ordered or required, the offender completing all assigned tasks as required, and the offender holding himself/herself accountable for his/her behavior, in general. Treatment includes offense specific cognitive restructuring aimed at identifying and effectively changing distortions in thinking. These include those that support and enable sexual offending. Indicators that an offender has successfully completed the treatment requirement for offense specific cognitive restructuring include the offender identifying and restructuring offense-specific cognitive distortions, the offender assuming responsibility for offending, and the existence of evidence that offense-specific distortions have been restructured or changed as indicated by the discontinued usage of cognitive distortions and that the offender holds himself/herself fully accountable when discussing his/her offenses.

Another part of offense-specific treatment is the development of a sexual assault cycle and relapse prevention (RP) plan. The assault cycle is the repetitive patterns of sexual offending. This element of treatment is intended to identify the offender's patterns of offending, including risk factors. It teaches sex offenders self-management techniques, skills, and appropriate coping skills to eliminate a sexual re-offense. It also educates offenders and individuals who are identified as members of the offender's support system, as well as the containment team, about the potential for re-offending and the offender's specific risk factors. It requires offenders to learn specific RP strategies, including the development of a written, specific RP plan. The RP plan identifies antecedent thoughts, feelings, situations, social behaviors, and any other behaviors associated with sexual offenses along with specific interventions. Indicators that an offender has successfully completed the treatment requirement for the assault cycle and RP plan include the offender demonstrating an understanding of the general concept of an assault cycle; the offender demonstrating identification of his/her own assault cycle and how he/she applies it to his/her daily lifestyle; the offender demonstrating knowledge of RP concepts; the offender consistently demonstrating the effective use of RP skills, i.e., able to diffuse cycle behaviors, relapse processes, deviant arousal and other factors that contribute to sexual offending; the offender disengaging from relationships that support his or her denial, minimization, and resistance to treatment; the offender engaging in relationships that are supportive of treatment and seeking feedback from his/her support system; and the offender demonstrating the consistent ability to avoid high-risk environments.

Victim empathy is a further component of treatment and involves the capacity to understand and identify with another's perspective and experience the same emotions. The ability of offenders to develop victim empathy will vary from person to person, and the emphasis of victim empathy in treatment may also vary from offender to offender. The victim empathy aspect of treatment also assists the offender in developing a written explanation or clarification for the victim(s) that demonstrates respect for the victim and the victim's right to self-determination. This explanation is only sent with the prior approval of the victim, if over 18, or the victim's parent/guardian, and, where applicable, the approval of the therapist for the victim. Indicators that an offender has successfully completed the treatment requirement for victim empathy include the offender verbalizing and demonstrating victim empathy, identifying feelings, recognizing victim impact, assuming ownership of offenses, understanding and taking into consideration the perspective of others, demonstrating emotional regret, expressing feelings of empathy and remorse, and demonstrating behaviors to avoid further harm to the victim.

Arousal control is another component of the treatment. This involves assessing, identifying, and decreasing or replacing deviant sexual desires, arousal, thoughts, and fantasies, with healthier sexual attitudes and functioning. Vicarious Sensitization and the AASI are used to assess and address these areas of concern. Indicators that an offender has successfully completed the treatment requirement for arousal control include the offender's disclosure of deviant and/or violent sexual fantasies. The offender must experience and disclose a decreased frequency and

intensity of deviant arousal and violent and/or sadistic fantasies, and masturbation to deviant fantasies. The offender must demonstrate that behavioral/self management strategies have been developed to reduce deviant arousal and behavior patterns, through the elimination of selfabusive sexual behaviors and the maintenance of normal, non-victimizing fantasies. Resolution of clinical/core issues is another element of the treatment being provided, and it refers to the commonly held assumption that sexual offending involves multiple unresolved emotional issues and not just deviant sexual urges. Issues such as the offender having been victimized sexually or otherwise in the past or having other developmental issues relate to that individual's later decision to offend. It is critical for resolution of these core issues to occur without the offender assuming a victim's stance, a position that can lead to the minimization of their own offending behavior. (The offender must still be held fully accountable for their abusive behavior). Indicators that an offender has successfully completed the treatment requirements for resolution of clinical/core issues includes the offender identifying and resolving or mostly resolving core issues (thoughts, emotions, and behaviors) that may facilitate sexual re-offense. Core issues include anger, power, control, inferiorities, dependency, insecurity, rejection, jealousy, possessiveness, resentment, and inadequacies in terms of self-worth and self-estcem. The offender must identify and change the effects of past trauma and past victimizations to decrease their impact on the risk of re-offending.

Social skills and interpersonal restructuring is an element of treatment that refers to learning effective means by which to deal with other people and by appropriately redefining relationships in healthy ways. It is very common for sex offenders to possess inadequate and/or maladaptive interpersonal skills, which can contribute to sexual offending. Further, it is quite common for them to have attachment issues whereby they have difficulty identifying and functioning in healthy relationships. This element of treatment is intended to identify deficits in specific interpersonal skills and decrease the offender's deficits in social and relationship skills. Indicators that an offender has successfully completed the treatment requirement for social skills and interpersonal restructuring include demonstrating appropriate social relationships, demonstrating appropriate boundaries, and displaying skill in managing interpersonal relationship issues.

Lifestyle balancing and restructuring is an element of treatment that involves assisting offenders in changing their existing lifestyles to lifestyle patterns that minimize sexual re-offending and in developing skills to maintain this lifestyle. The focus of this element of treatment is to educate offenders about non-abusive, adaptive, legal, and pro-social sexual functioning; to identify and treat offenders' personality traits, lifestyle, behaviors, patterns, and deficits that are related to their potential for re-offending; and to maximize opportunities for the sex offender to develop a healthy self-esteem. Indicators that an offender has successfully completed the treatment requirement for lifestyle balancing and restructuring include demonstrating a change in personality traits, lifestyle behaviors, patterns, and deficits related to the potential for re-offending, and demonstrating a healthy and balanced lifestyle.

Maintenance of treatment records are done in accordance with professional standards, requirements of relevant accrediting bodies, and Illinois State law. Further, standards of confidentiality as defined by standard clinical practice are maintained, and all offenders are required to sign a treatment contract prior to entering the proposed program. PF Dover along with probation department arranges training for Judges and attorneys on the ISOMB guidelines in regards to the court process and the benefits to the court as well as the juvenile if the guidelines are followed.

IMPLEMENTATION SCHEDULE V.

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Contract with PF Dover Counseling, LLC.	Month 1	Month 12	Tazewell County	Entire 12 month period of grant
Task Force meetings	Month 1	Month 12	Tazewell County	quarterly
Probation Officer Training	Month 3	Month 12	PF Dover Counseling, LLC.	As needed.
Quarterly Departmental Meetings	Month 1	Month 12	PF Dover Counseling and Tazewell County Juvenile Probation Department	quarterly

EXHIBIT B: BUDGET IDENTIFICATION OF SOURCES OF FUNDING

Implementing Agency: Tazewell County

Agreement #: 408152

	SOURCE	<u>AMOUNT</u>
Federal Amount:	JAG	\$24,503
Match:	Tazewell County	\$8,168
Over Match:		\$159
Over match.		****
	GRAND TOTAL	\$32,830

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Asessments in the proposed program will use psychological tests to assist with treatment plans and to monitor client progress. Some of the testing companies that developed these tests assess a fee each time they are used. The following list mentions those particular tests, where there is a charge assessed, and explains there clinical utility: 1) Minnesota Multiphasic W.Z. nespearson.com. Its cost is \$13.50 per report. (2) Abel Assessment for Sexual Interests (ASSI), this tool will be used to assess normal and deviant sexual interests. For more Personality Inventory - Adolescent (MMPI-A), this tool will be used to evaluate psychopathology and personality traits. For more information on the MMPI report, please refer to inffrmation on the ASSI, please refer to www.abelscreen.com. It costs \$95.00 per report. Bugget Narrative for Commodities.

The food and beverage would allow us to purchase coffee and snacks to present at parenting sessions and to reward the juveniles in the program with supper on the nights that they I attend group late. We have found in other program s that food is a great and inexpensive incentive to get parents to participate. To allow for food and beverage at a graduation cesson the program.

Budget & Budget Narrative	Tazewell County				Agreement#	408152	
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Prover, LLC per contractual agreement will provide assessment, treatment, and training as delineated herein for an annual fee of \$30,160.00. The

408152

Budget & Budget Narrative

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CIVIL RIGHTS COMPLIANCE CERTIFICATION

(Complete ENTIRE certification)

Grant Program: Justice Assistance Grant (JAG)

Grantee/Organization Name (hereafter referred to as the "Entity"): TAZEWELL CO, PROBATION AND

COURT SERVICES

Address: 334 Elizabeth St., Ste 54, Pekin IL 61554

Contact Person: Kim Olar

Telephone #: 309-478-5729

Fax #:309-346-1011

E-mail address:kolar@tazewell.com

Grant Number/Contract Name: 408152/Juvenile Sex Offender Program

Certification Statement:

- I. David E. Mills [Director], certify to the following statements:
 - Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
 - No person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
 - Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services
 and programs to persons with limited English proficiency (LEP): Guidance to Federal Financial Assistance Recipients
 Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal
 Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472).

(Additional information regarding LEP requirements may be found at: http://www.ojp.usdoj.gov/ocr/lep.htm)

In addition, I certify that in the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Entity, or any subgrantee or contractor of the Entity, the Entity will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

Check the following item(s) that apply:

 ${f X}$ THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD <u>NO FINDINGS</u> OF DISCRIMINATION WITHIN THE PAST 5 YEARS

OR

☐ THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD <u>FINDINGS</u> OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You MUST attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)

☐ All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

Signature of Director

(0-2/-/0 [Date]

EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION (Complete SECTION A OR SECTION B below, as applicable. Complete ONLY ONE SECTION.)

Grant Program: Justice Assistance (Grant (JAG)		
Grant Number: 408152	Federal Grant	Award Amount: \$24,503	
Grantee/Organization Name (hereafte COURT SERVICES Address: 334 Elizabeth St., Suite 54		ZEWELL CO, PRO	BATION AND
Contact Person: Kim Olar Telephone #: 309/478-5729	Fax #:309-346	-1011 E-mail address: kolar	:@tazewell.com
SECTI	ON A. CERTIFICATION	(EEOP NOT REQUIR	ED)
I [Director) FOR THE REASON(S) CHECKED I	CERTIFY THAT THE FUNDED BELOW, PURSUANT TO 28 CFR	ENTITY IS NOT REQUIRE 42.302.	ED TO PREPARE AN EEOP
Check all of the following tha	t apply:		
☐ ENTITY HAS LESS THAN 50 EMPLO ☐ ENTITY IS AN INDIAN TRIBE	☐ ENTITY IS A	S NOT RECEIVE A GRANT C MEDICAL INSTITUTION N EDUCATIONAL INSTITUT	OR AWARD OF AT LEAST \$25,000
[Signature of Director	[Pr	int Name]	[Date]
<u>OR</u> SECTION	B. CERTIFICATION (EE	OP REQUIRED AND	ON FILE)
(For information regar	ding EEOP development, see:	http://www.ojp.usdoj.ç	jov/ocr/eeop.htm)
Certification Statement (For Entities	with 50 or more employees that	receive a single grant or aw	vard of \$25,000 or more):
I, <u>David E. Mills</u> accordance with 28 CFR 42.301, et se that it is available for review. The EEG 11 South 4 th Street, McKenzie Bld	OP is on file in the office of <u>Taz</u>	effect within the past two year	ars by the proper authority and [agency/organization name],
or andit hy officials of the Illinois Crim	ninal Justice Information Authorit	y or the U.S. Department of.	Justice, Office of Justice
Programs, Office of Civil Rights as re-	quired by relevant laws and regula	tions.	
In addition to the above requirements,	if Entity receives \$500,000 or mo	re through a single grant, or	\$1,000,000 or more in aggregate
grant funds in an 18-month period, En	·		
Authority shall forward the Equal Emp	ployment Opportunity Plan to the opportunity Plan to t	Office of Civil Rights for rev June 21, 2010	
Director Signature	[Print Name]	[Date]	

EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION (Complete SECTION A OR SECTION B below, as applicable. Complete ONLY ONE SECTION.)

Grant Program: Justice Assistance Gran	nt (JAG)		
Grant Number: 408152	Federal Grant Av	vard Amount: \$24,503	
Grantee/Organization Name (hereafter readdress: 334 Elizabeth St., Ste 54, Peki	ferred to as the "Entity"): TAZ	EWELL COUNTY	
Contact Person: Kim Olar Telephone #: 309/478-5729 Fax #:5	309-346-1011 E-ma	il address:kolar@tazewell.co	m
SECTION	N.A. CERTIFICATION (I	EEOP NOT REQUIRE	<u>D)</u>
I NOT REQUIRED TO PREPARE AN EI	ſ	Board Chair) CERTIFY THA	AT THE FUNDED ENTITY IS
Check all of the following that a	pply:		
☐ ENTITY HAS LESS THAN 50 EMPLOY!	GES CIENTITY DOES	NOT RECEIVE A GRANT OR MEDICAL INSTITUTION EDUCATIONAL INSTITUTIC	: AWARD OF AT LEAST \$25,000 ON
[Signature of Board Chair)	[Prin	nt Name]	[Date]
OR SECTION B. (For information regarding Certification Statement (For Entities with the content of the conten	CERTIFICATION (EEC	ttp://www.ojp.usdoj.go	ov/ocr/eeop.htm)
	[Board Chair) cert		
Opportunity Plan in accordance with 28 proper authority and that it is available for agency/organization name], 11Sout	CFR 42.301, et seq., subpart E, t or review. The EEOP is on file in h 4 th Street, McKenzie Blding, P	hat was signed into effect with the office of <u>Tazewell Co</u> Pekin, Illinois 61554-4206	thin the past two years by the bunty Board
[address] for review by the public and en	aployees, or for review or audit b	by officials of the Illinois Cri	minai Justice information
Authority or the U.S. Department of Just	ice, Office of Justice Programs,	Office of Clay Kights as redu	and by foloyaxi as to the
regulations. In addition to the above requirements, if grant funds in an 18 month period, Entity Authority shall followered the Equal Employers.	y shall submit a copy of its Equa	l Employment Opportunity P	lan to the Authority. The ew and approval.
Board Chair Signature	[Print Name]	[Date]	
	-		

COMMITTEE REPORT

Motion by Member Palmer, Second by

Member Donahue to approve Res#7.

Carried by Voice Vote.

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it

be adopted by the Board:

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize paying an invoice for the purchase of CDs sold by the Treasurer's office; and

WHEREAS, the cost for the CDs is \$300.00 and will be paid from the Treasurer's Automation Fund Line Item (252-155-522-010).

THEREFORE BE IT RESOLVED that the County Board approve the recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Treasurer and the Auditor of this action.

PASSED THIS 26TH DAY OF MAY, 2010.

ATTEST:

County Clerk

County Board Chairman

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulatioons implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

	•
David Zimmerman, County Board Chairman	
Name and Title of Authorized Representative	
Signature Tazewell County	6-30-10 Date
Name of Organization	
11 S. 4th Street, Pekin, Illinois 61554 Address of Organization	

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

CIVIL RIGHTS COMPLIANCE CERTIFICATION

(Complete ENTIRE certification)

Grant Program: Justice Assistance Grant (JAG)

Grantce/Organization Name (hereafter referred to as the "Entity"): TAZEWELL COUNTY

Address: 334 Elizabeth St., Ste 54, Pekin IL 61554

Contact Person: Kim Olar

Telephone #: 309/478-5729 Fax #:309-346-1011 E-mail address:kolar@tazewell.com

Grant Number/Contract Name: 408152/Juvenile Sex Offender Program

Certification Statement:

- I, David Zimmerman [Board Chair], certify to the following statements:
 - Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
 - No person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
 - Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472).

 $(Additional\ information\ regarding\ LEP\ requirements\ may\ be\ found\ at:\ \ \textbf{http://www.ojp.usdoj.gov/ocr/lep.htm})$

In addition, I certify that in the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Entity, or any subgrantee or contractor of the Entity, the Entity will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

Check the following item(s) that apply:

 ${f X}$ THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD <u>NO FINDINGS</u> OF DISCRIMINATION WITHIN THE PAST 5 YEARS

OR

☐ THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD FINDINGS OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You MUST attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)

All current findings have already been submitted to the Authority; no additional findings have been made and no

additional findings are attached

6-21-10 [Date]

Signature of Board Chair

** Statement read by Chairman Zimmerman to vote unanimous & due to obligation the Board should be unanimous. ** Chr. Zimmerman noted the report in Dec. & Feb. and no action was taken. HR-10-14

** Chr. Zimmerman does not feel this is a fair contract but it is the law.

** Member Ackerman- said he is voting **COMMITTEE REPORT**

no. He doesn't think communication was to full Board.

Mr. Chairman and Members of the Tazewell County Board:

Motion by Member Stanford, Second by Member Vanderheydt to approve Res#8. Carried by Voice Vote but Ackerman.

Your Human Resources Committee has considered the following RESOLUTION and

January Vanderheept

Name of Many Company

Landerheept

Name of Many Company

Landerheept

Name of Many Company

Name of Many Compan

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve ratification of the Collective Bargaining Agreement between Tazewell County, the Tazewell County Sheriff and the Fraternal Order of Police Lodge 98 (Correction Officers); and

WHEREAS, this Agreement is effective retroactive to December 1, 2008 and is for a 3-year term.

THEREFORE BE IT RESOLVED that the County Board ratifies said agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Tazewell County Sheriff, Representative of Local Lodge 98; F.O.P. Labor Council Rob Scott, Payroll and the Auditor of this action.

PASSED THIS 26TH DAY OF MAY, 2010.

(Iw)ebb

ATTEST:

County Clerk

County Board Chairman

ILLINOIS FOP LABOR COUNCIL

and

COUNTY OF TAZEWELL / TAZEWELL COUNTY SHERIFF

F.O.P. Lodge No. 98 Correction Officer's Unit

December 1, 2008 - November 30, 2011

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487 Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058

Web Address: www.fop.org

24-hour Critical Incident Hot Line: 877-IFOP911



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PREAMBLE

This Agreement is entered into by and between the Tazewell County Board and the Sheriff of Tazewell County (herein referred to as the "Employer") and the Fraternal Order of Police, Tazewell County, Lodge No. 98, and the Illinois F.O.P. Labor Council, (hereinafter referred to as the "Labor Council").

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Labor Council representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Labor Council to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours and working conditions.

In consideration of mutual promises, covenants and agreement contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE 1 - RECOGNITION

Section 1.1 - Unit Description

The Employer hereby recognizes the Labor Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other provisions of this Agreement of employment of all officers in the bargaining unit. The bargaining unit shall include:

All correction officers below the rank of Jail Superintendent.

Exclusions: All other employees of the Tazewell County Sheriff's Department and any others excluded by the Illinois Public Labor Relations Act. 1984; P.A. 83-1012; 5 ILCS 315/1.

Section 1.2 - Supervisors

Non-bargaining unit Supervisors may continue to perform bargaining unit work. Such work by supervisors shall not cause any layoffs of the bargaining unit employees.

ARTICLE 2 - MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer retains traditional rights to manage all affairs of the Sheriff's Office, as well as those rights set forth in the Illinois Public Labor Relations Act. Such management rights shall include, but are not limited to, the following:

- A. to plan, direct, control and determine all operations and services of the County Sheriff's Office;
- B. to supervise and direct employees;
- C. to establish the qualifications for employment and to decide which applicants will be employed;
- D. to establish reasonable work rules and work schedules and to assign work as the Employer deems necessary. Such work rules and schedules shall be posted in a place and manner as mutually agreeable to the Employer and the Labor Council;
- E. to hire, promote, transfer, schedule and assign employees to positions and to create, combine, modify and eliminate positions within the County Sheriff's Office;
- F. to suspend, demote, discharge and take such other disciplinary action against employees for just cause (probationary employees without cause);
- G. to establish reasonable work and productivity standards and, from time to time, amend such standards:
- H. to lay off employees;
- I. to maintain efficiency of County Sheriff's Office operations and services;
- J. to determine methods, means, organization and number of personnel by which such operations and services shall be provided;
- K. to take whatever action is necessary to comply with all applicable state and federal laws:
- L. to, change or eliminate methods, equipment and facilities for the improvement of operations;

- M. to determine the kinds and amounts of services to be performed as it pertains to operations and the number and kind of classifications to perform such services;
- N. to contract out for goods and/or services, pursuant to Article V;
- O. to take whatever action is necessary to carry out the functions of the County Sheriff's Office in emergency situations.

As to the meaning of the term "Employer or Employers" in interpreting and/or applying the provisions of this collective bargaining agreement, the provisions of 315/3(o) of 5 ILCS and the Illinois Public Labor Relations Act that the Sheriff and the County Board are joint employers shall be applied. However, nothing in this collective bargaining agreement shall negate the Illinois Constitutional provisions as to the Office of Sheriff and/or the terms of 5/3-6018 ILCS that the Sheriff is in charge of the internal operations of his office.

ARTICLE 3 - LABOR COUNCIL SECURITY

Section 3.1 - Membership Dues Checkoff

Upon receipt of written authorization by the employee, submitted on a form provided for by the Labor Council, the Employer shall deduct from each employee's paycheck such Labor Council membership dues. Such deduction shall continue until the employee revokes his/her written authorization in the same manner as it was initially given or until the termination date of this Agreement.

The amount of deductions provided for herein shall be remitted to the Labor Council on a monthly basis, accompanied by a listing of the employee, his/her social security number and the specific deduction and amount for each.

Section 3.2 - Fair Share Deduction

Pursuant to 5 ILCS 315/3 and 5 ILCS 315/6, the parties agree herein that as of the date of the signing of this Agreement, if, and only if, a majority of the members of the bargaining unit covered herein have voluntarily authorized full membership dues deduction, or the Labor Council otherwise demonstrates and certifies to the Employer that such majority of the members of that unit are dues paying members of the Labor

Council at that time, non-Labor Council employees covered by this Agreement who select not to become full Labor Council members shall be required to pay a "fair share" amount not to exceed the full amount of Labor Council dues required of full members. The fair share amount shall be deducted by the Employer from such employees' pay pursuant to this Article with regard to full dues checkoff. Said deductions shall be forwarded to the Illinois Fraternal Order of Police Labor Council, at the address provided by the Labor Council pursuant to this Article, along with the above-mentioned dues deduction amount stated within Section 1.

Section 3.3 - Indemnification

The Labor Council shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

ARTICLE 4 - SUBCONTRACTING

Section 4.1 - General Policy

It is the general policy of the Employer to continue to utilize employees to perform work for which they are qualified and available to perform. The Employer reserves the right to contract out any work that it deems necessary in the interest of efficiency, safety, economy, improved work product or in the event of an emergency.

Section 4.2 - Notice and Discussion

Except in case of an emergency, when the Employer contemplates changing its policy involving the subcontracting or work in the bargaining unit area, and such change amounts to a significant deviation from past practice and would result in the layoff of any bargaining unit employees, the Employer shall notify the Labor Council and offer the Labor Council an opportunity to discuss and to participate in considerations involving the desirability of such subcontracting of work, including means by which to minimize the impact on such employees.

ARTICLE 5 - NON-DISCRIMINATION

Section 5.1 - Prohibition Against Discrimination

Both the Employer and the Labor Council agree to refrain from any acts of discrimination in violation of any state or federal law on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, or other non-merit factors. Claims of discrimination under this Section are not subject to the grievance procedure contained in this Agreement.

Section 5.2 - Labor Council Membership or Activity

Neither the Employer nor the Labor Council shall interfere with the right of employees covered by this Agreement to become or to refrain from becoming members of the Labor Council, and there shall be no discrimination against any such employees because of lawful Labor Council membership or non-membership activity or status.

Section 5.3 - Use of the Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 6 - WORK STOPPAGE

Section 6.1 - Statutory Provision

The parties acknowledge that this bargaining unit is a security employees unit under Public Act 83-1012 (Illinois Public Labor Relations Act) and that the employees of this bargaining unit are prohibited by law from striking.

Section 6.2 - Strike and Lockout Prohibited

Neither the Labor Council nor any of its officers, agents or County employees will instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage, sympathy strike or any other intentional interruption of work during the term of this Agreement. The Employer shall not lock out any employees in the bargaining unit during the term of this Agreement. Employees shall not refuse to cross any picket lines in the line of duty that may be present on work sites placed there by an organization.

Section 6.3 - Labor Council Action

Upon notification by the Employer to the Labor Council or its agents that certain of its members are engaged in activity that is in violation of Section 1 or 2, Article 7 of this Agreement, the Labor Council shall immediately order such members in writing to return to work. The Labor Council will also provide the Employer with a copy of such order and a responsible official of the Labor Council shall publicly order such workers to return to work. In the event that a strike or other violation not authorized by the Labor Council occurs, the Labor Council agrees to take all reasonable effective and affirmative action to assure the members return to work as promptly as possible.

Section 6.4 - Penalties

Any or all employees who have been found to have violated any of the provisions of Article 7 6 may be discharged or otherwise disciplined by the Employer; such discipline may include loss of unearned compensation, holiday pay and other unearned benefits. In an arbitration proceeding involving a breach of this Article the sole question for the arbitrator to determine is whether the employee engaged in prohibited activity. In addition to the penalties provided herein, the Employer may enforce any other legal rights and remedies to which it may be entitled by law.

ARTICLE 7 - BILL OF RIGHTS

Whenever a correctional officer is under formal investigation or subject to interrogation by the Sheriff's Department, the investigation or interrogation shall be conducted in accordance with the provisions of "Uniform Peace Officers Disciplinary Act", 50 ILCS 725/1. In addition to the provisions of the above-cited act:

- A. The Employer shall not adopt any resolution or ordinance and the Sheriff's Department shall not adopt any regulation, which prohibits the right of an officer to bring suit arising out of his duties as an officer.
- B. No photo of any officer under investigation shall be made available to the media prior to a conviction for a criminal offense or prior to a decision being rendered, unless otherwise required to comply by court order, subpoena, or a Freedom of Information Act request.

C. The Officers shall have the right to be represented at such inquiries, investigations, or interrogations by a Labor Council Representative. Nothing in this Section is intended to or should be construed to waive employees' right to Union representation during questioning that the Employer reasonably believes may lead to discipline. Bargaining unit employees shall have such rights as set forth in the United States Supreme Court Decision in NLRB v. Weingarten, 420 U.S. 251 (1975) and Department of Central Management Services and Corrections (Morgan) Decision, 1 PERI 2020 (ISLRB, 1985).

ARTICLE 8 - RESOLUTION OF IMPASSE

In the event the collective bargaining process reaches an impasse with the result that the Employer and the Labor Council are unable to effect a settlement, the provisions of 5 ILCS 315/14, as amended, shall prevail.

For the purpose of this Section, an impasse shall be deemed to occur in the collective bargaining process if the parties do not reach a settlement of the issue or issues in dispute by way of a written agreement.

ARTICLE 9 - PERSONNEL FILES

Section 9.1 - Inspection

Inspection and use of personnel files shall be in accordance with the Illinois Personal Records Act, 820 ILCS 40/1 et seq. 1993.

The Employer agrees to provide at no cost to employees copies of documents in their personnel files upon request once each quarter or more often if in connection with a grievance and/or discipline case.

Section 9.2 - Labor Council Access

An employee who is involved in a current grievance against the Employer may designate in writing that a Labor Council representative may inspect his or her personnel file subject to the procedures contained in Section 9.1 of this Article. Personnel files shall not be accessed without the Sheriff or his designee in attendance.

Section 9.3 - Employee Rights

If an employee disagrees with any information contained in his or her personnel file, the employee may submit a written statement, which will be included in the file.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

Section 10.1 - Definition

The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measures under this Agreement shall include only the following:

- A. Oral reprimand
- B. Written reprimand
- C. Unpaid Suspension (Notice to be given in writing)
- D. Demotion
- E. Termination

Other reasonable conditions of employment related to the offense may be imposed after discipline. Any disciplinary action or measure imposed pursuant to this Agreement upon an employee may be processed as a grievance through the regular grievance procedure.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. In making the determination as to whether or not there is "just cause" to impose discipline, the Sheriff and the Arbitrator must follow Illinois Law relevant to the matter at hand.

Section 10.2 - Just Cause

Employer agrees that disciplinary action for all non-probationary employees shall only be imposed for just cause and shall be imposed as soon as practical after Employer learns of the occurrence giving rise to the need for disciplinary action and after Employer has a reasonable opportunity to investigate the facts.

In making the determination as to whether or not there is "just cause" to impose discipline, the Sheriff and the Arbitrator must follow Illinois Law relevant to the matter at hand.

Section 10.3 - Limitation

The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline, which is commensurate with the severity of the offense. Offenses, which will require severe discipline shall include but are not, limited to:

Unlawful possession of a controlled substance or alcohol; intentional destruction or theft of County property, fighting on-the-job, appearing for work under the influence of drugs or alcohol or other substance that may impair an employee's ability to perform any of the duties required. Both the employee and Labor Council shall be notified of disciplinary action. Such notification shall be in writing and reflect the specific nature of the offense.

Section 10.4 - Use of Prior Warnings

Any written warning or suspension of less than three (3) days shall not be considered in imposing disciplinary penalty for a current offense when more than eighteen (18) months have elapsed from the written warning or suspension of less than three (3) days. Provided, however, that an arbitrator or judge reviewing the merits of a suspension, demotion or discharge case shall review the employee's entire personnel file.

Section 10.5 - Written Notice

Both the employee and the Labor Council shall be notified of disciplinary action; such notification shall be in writing and reflect the specific nature of the offense and directions to the employee for future behavior.

ARTICLE 11 - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 11.1 - Definition of a Grievance

A grievance is defined as any unresolved dispute between the Employer and the Labor Council or any employee regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act. Discipline amounting to suspension, demotion, or termination may be appealed, at the election of the employee, through Article

2 – Dispute Resolution and Grievance Procedure through the Merit Commission according to the statute once the election is made it is irrevocable.

Section 11.2 - Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and his or her immediate supervisor.

The employee shall make his or her complaint to his or her immediate supervisor. The supervisor, with the final approval of the settlement given by the Sheriff, will notify the employee of the decision within ten (10) business days following the day when the complaint was made. A "business day" shall be defined as Monday through Friday, excluding weekends and holidays. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his/her assigned work task, and complain later.

Section 11.3 - Representation

Grievances may be processed by the Labor Council on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Labor Council representation at each and every step of the grievance procedure upon his request.

Grievances may be filed on behalf of two or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

Section 11.4 - Subject Matter

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signatures of the grieving employee(s) and a local FOP representative, and the date.

Section 11.5 - Time Limitations

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances with prejudice.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 2; however, in no case shall the time between Step 2 and Step 3 exceed forty-five (45) days. Time limits may be extended by mutual agreement.

Section 11.6 - Investigation

Insofar as practicable, grievances shall be investigated during off-duty hours. In those instances where it is necessary for the Labor Council representative or any other bargaining unit employee to participate in an investigation of a grievance during working hours, permission must be obtained from the Sheriff or a person designated by him; such permission shall not be unreasonably denied, and the investigation must be conducted in such a manner as to not interfere with the normal operation of the Sheriff's Department.

Section 11.7 - Grievance Meetings

Grievance meetings will be scheduled so as to minimize interference with the operation of the Sheriff's Department. With the permission of the Sheriff, one (1) employee (the grievant or the Labor Council representative) may be excused from work with pay to participate in a Step 1, Step 2, or Step 3 grievance meeting. Employee(s) shall only be excused for the amount of time reasonably required to present the grievance. Employee(s) shall not be paid for any time during which a grievance meeting occurs outside the employee's work shift. In the event of a grievance, the employee(s) shall first perform his/her assigned work task and file his/her grievance later.

Section 11.8 - Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

Step 1. If no agreement is reached between the employee and the Supervisor, as provided for in Section 11.2 - Dispute Resolution,

the grievant may prepare a written grievance on a form mutually agreed to (see Grievance Form Appendix B) and present the same to the Jail Superintendent which shall not be more than fifteen (15) business days from the date of the event or occurrence giving rise to the grievance regardless of the limitation periods provided for in Section 11.2. The Jail Superintendent will respond to the Labor Council Rep or the employee in writing within five (5) business days.

Administrator, the grievant may forward the grievance to the Sheriff within fifteen (15) business days from the date of the receipt of the Step 2 response. The Sheriff will respond to the Labor Council Rep or the employee in writing within five (5) business days and indicate whether the Sheriff or his designee will hear the grievance (all management rights issues), or the County Board Grievance Committee will hear the grievance (all financial issues.) A hearing will then be conducted within fifteen (15) business days after receipt of the Sheriff's directional decision. A written decision will be issued to the grievant and the Labor Council (and the Sheriff when heard by the County Board) within five (5) business days after the hearing date.

Step 3. Unless the parties agree otherwise, the parties shall request the services of a mediator from Federal Mediation and Conciliation Service. The function of the mediator shall be to attempt to assist the parties in resolving the grievance prior to arbitration. To this end, the parties shall meet with the mediator at a mutually agreeable time/place/date, without undue delay. The mediator shall have the power to recommend a resolution, but shall have no power to impose a resolution.

Step 4. If the dispute is not settled at Step 3, the matter may be submitted to arbitration by the Union within fifteen (15) business days after the Committee's written decision or the expiration of the five (5) day period if the Committee fails to render a written decision. Within fifteen (15) business days after the matter has been submitted to arbitration, a representative of the Employer and the Labor Council may meet to select an arbitrator from a list of mutually agreed to arbitrators.

If the parties can not mutually agree to an arbitrator, a joint request for a panel of arbitrators shall be submitted to the Federal Mediation and Conciliation service. Each party has the right to reject one list in its entirety and the striking order shall be determined by a toss of the coin.

The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Labor Council. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Labor Council representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the city of Pekin, Illinois unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The Employer or Labor Council shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witness.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination of the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of the arbitrator mutually agreed to and the cost of the hearing room shall be shared equally by the parties. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be

final and binding on the Employer, the Union and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

ARTICLE 12 - LABOR-MANAGEMENT CONFERENCES

Section 12.1 - Meetings

The Labor Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Labor Council representatives and responsible administrative representatives of the Employer. Such meetings shall not be scheduled more frequently than one each quarter, except by mutual agreement. The party requesting a "Labor-Management Conference" shall make the request in writing to the other party and provide the agenda for such meeting. If the employee is assigned to attend any such "Labor-Management Conference" by the Sheriff, expenses associated with such assignment shall be paid in accordance with Tazewell County travel policy. Such meetings and locations shall be limited to:

- A. discussion on the implementation and general administration of this Agreement;
- B. a sharing of general information of interest to the parties; and,
- C. notifying the Labor Council of changes in non-bargaining conditions of employment contemplated by the Employer, which may affect employees.

The Employer and the Labor Council agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 12.2 - Grievances Not Discussed

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "Labor-Management Conferences", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

The Employer and the Labor Council may meet for off-the-record non-precedent setting discussions to address grievances or anticipated grievances.

Section 12.3 - Notice

When absence from work is required to attend "Labor-Management Conferences", Labor Council members shall, before leaving their work station, give reasonable notice to and receive approval from, the Sheriff, or his designee.

Section 12.4 - Employee Not To Be Paid

It is expressly understood and agreed that the employee shall receive reasonable paid time off for attending any "Labor-Management" meeting referred to in this Article.

ARTICLE 13 - SENIORITY/LAYOFFS/RECALLS

Section 13.1 - Probation

All employees shall serve a probationary period of twelve (12) months from date of hire. During the probationary period, the employee shall be subject to dismissal for any reason without recourse to the grievance procedure. Upon the completion of the probationary period, the employee shall be granted seniority rights from his or her most recent date of hire.

All employees who are promoted by the sheriff shall serve a one (1) year probationary period in accordance with 55 ILCS 5/3-8011. Thereafter demotion shall be subject to review at the employee's choice through the Grievance and Arbitration procedure of the contract or by the Tazewell County Sheriff's Merit Commission.

Section 13.2 - Definition of Seniority

Seniority is defined as the employee's length of continuous full-time service with the Employer since the employee's last date of hire as a correctional officer.

Section 13.3 - Loss of Seniority

Seniority and the employment relationship shall be terminated if an employee:

- A. quits;
- B. is discharged;
- C. is absent from work three (3) consecutive days without notification to or approval by the Employer, other than because of proven sickness, or is unable to notify the Employer because of physical incapacity or other reasonable excuse:
- D. is laid off for more than two (2) years or fails to report for work within fourteen (14) calendar days after having been recalled from layoff;
- E. fails to report for work at the termination of a leave of absence; or,
- F. if an employee is on leave of absence for personal or health reasons and accepts other employment without permission, or if an employee is absent due to an off-the-job illness or injury and is absent for a period of eighteen (18) months or longer; or if he or she is retired.

Section 13.4 - Seniority List

The Employer shall post and supply to the Labor Council an updated seniority list for bargaining unit employees on a current basis.

Section 13.5 - Layoffs

When the Employer determines that layoffs are necessary, the Employer shall have the sole discretion to determine the number of employees to be laid off. Employees shall be laid off in the reverse order of their seniority; however, the Employer shall layoff all part-time employees prior to laying off any full-time bargaining unit member.

In the event of layoff of employees covered by this Agreement, the Employer agrees not to hire civilian personnel nor utilize sworn officers to perform the duties normally assigned to correctional officers.

Employer shall give sixty (60) calendar days prior notice to the employee of his/her layoff.

Section 13.6 - Recalls

Employees shall retain recall rights for two (2) years. If the Employer authorizes that a vacancy be filled, employees on layoff with recall rights who have held the classification previously, shall be recalled by seniority.

Employees who are eligible for recall shall be given three (3) calendar days' notice of recall by registered or certified mail sent to the employee's last known address. It is the responsibility of the employee on layoff to provide the Employer with his latest mailing address. The employee must notify the Employer within three (3) days after receipt of the notice whether the employee will accept recall. Once accepted, the Employee shall report within ten (10) working days after notification to the Sheriff or forfeit all rights to recall.

An employee's seniority shall be suspended while laid off from the department. All service earned prior to being laid off will be reinstated upon recall.

Section 13.7 - Promotion & Assignments

The Employer shall post all assignments on the Labor Council bulletin board for a period of not less than ten days so that eligible employees may submit application. This shall not preclude the Employer from making temporary appointments during such ten day period.

Seniority may be considered in the promotion of employees covered by this Agreement.

Section 13.8 - Personal Day Selection

Requests for personal days for the fiscal year may be submitted anytime after December 1st. Personal days will be awarded on a first come first served basis. Personal day requests submitted to the Sheriff or his designee at the same time will be resolved in favor of the senior employee.

Section 13.9 - Days Off and Shift Bidding

Correctional Officers and Sergeants shall be allowed to select regular days off and shifts by seniority within job classification. Probationary correctional officers will not participate in shift bidding. The Sheriff or his designee shall post a list of available days off and shifts including swing shifts for Sergeants, for bidding no later than twenty (20) working days prior to the effective date. The effective date for implementing shall be December 1st and June 1st of each year during the term of this Agreement. On or before these dates the bidding process will have been completed and the effected correctional officers will have been assigned the requested days off. In the event of same day requests, seniority shall be the determining factor.

There will be a minimum of three (3) female correctional officers, excluding classification officers, bid on each shift. At no time will any female correctional officers on the same shift have exact common days off. Days off may overlap; i.e. Friday/Saturday and Saturday/Sunday but will not be exact. The Employer maintains the right to reassign probationary employees as necessary for the effective operation of the jail.

ARTICLE 14 - F.O.P. REPRESENTATIVES

Section 14.1 - Attendance at Labor Council Meetings

Subject to the need for orderly scheduling, manpower requirements and emergencies, the Sheriff may permit elected officials of the Board of Directors of the Labor Council reasonable time off to attend general, board or special meetings of the Labor Council, provided that at least seventy-two (72) hours' notice of such meetings shall be given in writing to the Sheriff, such notice may be less than seventy-two (72) hours by mutual agreement. The names of all such officials and officers shall be certified in writing to the Sheriff.

Section 14.2 - F.O.P. State or National Conferences

Employees will be allowed to use vacation time, compensatory time and/or personal time off to attend F.O.P. State or National conferences, seminars or meetings. Requests for this time off will be submitted to the Sheriff, in writing, at least fourteen (14) days prior to the date of he requested time off. Any requests for time off referred to in this Section denied due to manpower shortages will be resolved in accordance with Section 14.3 of this Article; however, such requests shall be limited to one (1) officer per occurrence.

Section 14.3 - Manpower Replacement

In the event denial of officer's participation in the aforementioned Sections is due to manpower shortages, the officer shall be allowed to utilize an off-duty officer, for not more than two (2) shifts, to work in his position in order that the officer making the request may be relieved from duty. Such off-duty officer must be mutually agreed to between the Sheriff and the Officer. Shift changes will not cause overtime to be paid.

Section 14.4 - Comp Time Pool

Each employee will be allowed to assign up to three (3) hours comp-time to a comp-time pool for authorized use by any Labor Council member for the purpose of conducting Labor Council or Labor business. Use of the comp-time pool shall not cause overtime to the Department nor count towards the maximum forty (40) hour comp-time accumulation.

Section 14.5 - Labor Council Negotiating Teams

Members designated as being on the Labor Council Negotiating Team, who are scheduled to work on a day on which negotiations will occur, may, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay, with the permission of the Sheriff; such permission shall not be unreasonably denied. If a designated Labor Council Negotiating Team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

ARTICLE 15 - HOURS OF WORK/OVERTIME

Section 15.1 - Workday and Workweek

All time in excess of the hours worked in a regular work day, eight (8) hours or the regular workweek, forty (40) hours (Sunday through Saturday) shall be compensated as provided for in Section 15.2 of this Article.

Section 15.2 - Overtime Pay

A regular shift consists of eight (8) hours. A regular workweek consists of forty (40) hours.

All overtime in excess of the hours required of an employee by reason of the employee's regular duty, whether of an emergency nature or of a non-emergency

nature, shall receive one and one-half (1½) times their regular hourly rate of pay for work performed in excess of eight (8) hours in a given day.

All hours in excess of forty (40) hours will be paid at the rate of one and one-half $(1\frac{1}{2})$ times the regular rate of pay.

Pay for overtime work shall be rounded off to the nearest quarter (1/4) hour.

Compensatory time to a cap of forty (40) hours per fiscal year may be taken by an employee in lieu of compensation for overtime hours worked, at the election of the employee; however, the Sheriff has discretion to allow more than forty (40) hours in a fiscal year. Compensatory time for overtime shall be calculated at the rate of one and one-half (1½) hours for each hour worked. Compensatory time to a cap of sixteen (16) hours may be carried over to the next fiscal year. Any hours above the sixteen (16) may not be carried over to the next fiscal year and will instead be paid to the bargaining unit member at the appropriate hourly base rate.

Overtime shall continue to be distributed according to the current practice. See attached Guidelines in Appendix E.

Section 15.3 - Break Periods

Break or rest periods of fifteen (15) minutes may be taken near the middle of each half of the work shift unless unusual working situations prevent a break being taken.

Section 15.4 - Lunch Period

Paid lunch time shall be thirty (30) minutes taken at the middle of the work shift, except on those occasions when the supervisor requests an alteration of this time due to unusual working situations, but under no circumstances shall an employee work an entire shift without a lunch period.

Section 15.5 - Court Appearances

Employees covered by this Agreement, required to attend court outside their regularly scheduled work hours, shall be compensated at the overtime rate with a minimum of two (2) hours, unless it immediately precedes or follows a regularly scheduled shift.

Section 15.6 - Callback

A callback is defined as an official assignment of work, which does not continuously precede or follow an officer's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specified time on a regularly scheduled work day shall be compensated for two (2) hours at the appropriate overtime rate or be compensated for actual time worked, whichever is greater, at the overtime rate.

Section 15.7 - Stand-by

Any Correctional Officer who is notified by the State's Attorney's Office to be on stand-by for court and has his movement restricted by virtue of waiting for notification shall receive two (2) hours at the appropriate rate. Without restricting an employee's mobility, the Employer may require the Employee to call in to determine the need for callback without having to pay stand-by.

Section 15.8 - Responsibility to Work Overtime

The Labor Council and its employee members acknowledge that bargaining unit work, by law, must be performed twenty-four (24) hours a day, three hundred sixty-five (365) days per year. The Labor Council and its members recognize that overtime is a necessity because of the nature of bargaining unit work and the limited number of available personnel. Refusal to work overtime may subject the employee to discipline.

ARTICLE 16 - VACATIONS

Section 16.1 - Vacation Leave

All employees in the bargaining unit shall earn paid vacation leave according to the following schedule:

- A. five (5) working days after six (6) months of service, or 3.08 hours per pay period.
- B. ten (10) working days after one (1) year of service, or 3.08 hours per pay period, which includes vacation given under paragraph (a).
- C. fifteen (15) working days after five (5) years of service, or 4.62 hours per pay period.

- D. twenty (20) working days after ten (10) years of service, or 6.154 hours per pay period.
- E. twenty-five (25) working days after eighteen (18) years of service, or 7.692 hours per pay period.
- F. commencing December 1, 1990, employee's vacation will be credited and taken on a pro rata basis with all credits assigned on December 1st of each year.

Section 16.2 - Years of Service

For the purposes of Section 16.1 only, "years of service" shall mean the length of time an employee has been employed by Tazewell County in full-time position.

Section 16.3 - Vacation Pay

All vacation leave will be paid at the Correctional Officers regular hourly adjusted base rate plus shift differential.

Section 16.4 - Vacation Carry Over

Employees may carry over from one fiscal year to another two (2) weeks of vacation time. If an employee fails to use vacation earned during the fiscal year in excess of the maximum permitted carry over, he/she shall lose the same. Notwithstanding the foregoing, if the Employer unreasonably denies a vacation request, then the employee will be entitled to carry over the vacation requested into the following fiscal year for use. No employee may sell back unused vacation at the end of the year.

Employees may anticipate and use up to two (2) weeks of vacation that is not yet earned.

Section 16.5 - Accrued Vacation Time

Employees who quit or resign from the department shall receive all accrued vacation time earned as of their date of resignation or retirement. Should an employee have utilized anticipated but unearned vacation time (not to exceed 80 hours) then leave the employment of the Sheriff's Department, the Sheriff may deduct vacation pay provided on an unearned but anticipated basis from the separated employee's final check.

Section 16.6 - Vacation Scheduling

Vacation requests made between December 1st and January 31st will be approved on the basis of seniority. Only two (2) weeks of vacation time will be subject to seniority in the approval process for bumping purposes.

Any vacation time off requested after January 31st will be subject to availability only and seniority will not apply.

Vacation schedules may be adjusted by the Sheriff to accommodate seasonal operations, emergencies, work assignments, or the number of personnel in particular ranks.

Section 16.7 - Vacation Time Use

The employees shall be allowed to utilize up to one (1) week of accrued vacation time in one (1) day increments. Employees may use vacation in one (1) day increments beyond the one (1) week permitted in this Section with the mutual consent of the Sheriff.

ARTICLE 17 - HOLIDAYS

Section 17.1 - Recognized and Observed Paid Holidays

The following days shall be recognized and observed as paid holidays:

Christmas Eve

July 4th

Christmas Day

Labor Day

New Year's Day

Veteran's Day (Nov.11)

President's Day

Thanksgiving Day

Easter Sunday

Day after Thanksgiving Day

Memorial Day

Section 17.2 - Compensation

Correctional Officers who work on a holiday, as defined in Section 17.1, shall receive, in addition to their regular pay, double time (2) times their hourly adjusted base rate of pay for each hour worked on the holiday.

Correctional Officers who do not work on a holiday, as defined in Section 17.1, shall receive eight (8) hours holiday pay at their hourly adjusted base rate of pay.

ARTICLE 18 - PERSONAL DAYS

Each year three (3) days with full pay may be used by non-probationary employees for personal leave for the purpose of attending to personal, legal, household or family matters that require absence during working hours. The Sheriff may grant a probationary employee up to three (3) personal days during the probationary period. Except in emergencies, the employee shall request such leave on a form provided by the Employer, processed by the Sheriff, at least two (2) working days in advance of the day to be taken.

ARTICLE 19 - SICK LEAVE

Section 19.1 - Purpose

For the purposes of this Article, "Sick Leave", may be used for illness, disability or injury of the employee or an employee's immediate family (immediate family defined in this section as spouse or children); non-job-related injury for which the employee is under a doctor's care; or guarantined because of communicable disease in the family of the employee.

Section 19.2 - Accumulation

- All employees covered under this Agreement will accrue sick days at the Α. rate of one (1) day per month. Sick leave shall be taken in not less than four (4) hour increments.
- В. Sick leave may be accumulated to one hundred eighty (180) days maximum.

Section 19.3 - Credit Upon Retirement

Upon retirement from the Sheriff's Department, an employee may apply all accrued sick leave toward retirement in accordance with Public Act 84-812. Also, the Employer will allow the employee to accrue up to two hundred and forty (240) days of sick leave to be used in accordance with this Section only.

Section 19.4 - Notification

Except in cases of emergencies, the employee will notify the jail shift command at least two (2) hours in advance of the start of the shift or as soon as is practicable for which sick leave is being requested. It is the jail shift commander's responsibility to determine whether the employee has a legitimate reason for calling in with less than two (2) hours notice.

Section 19.5 - Return to Work

- A. If an employee is absent from work because of illness, or a non-job related accident, for three (3) or more consecutive work days, upon the employee's return to work such employee shall be required to present a certificate signed by a licensed physician in order to qualify for sick leave benefits if sick leave abuse is suspected. Such certificate shall be obtained at the expense of the employee. If it is necessary for the protection of public health and safety, the Employer may require the employee to be examined by a licensed physician before returning to work at the expense of the Employer.
- B. If an employee is absent from work because of illness and claims sick leave under this Article, either the day before or after his vacation, holiday or days off, on more than two (2) occasions annually, the employee may be required to present a certificate signed by a licensed physician in order to qualify for sick leave benefits. Such certificate shall be obtained at the expense of the employee. The Sheriff may require a physician of his choosing to examine the employee at the expense of the County of Tazewell for the sole purpose of determining if the employee was/is fit for duty.

Section 19.6 - Working on Sick Leave

Employees taking an authorized sick leave day are prohibited from working any outside employment during those days absent from the department.

Section 19.7 - Sick Leave Abuse Sanctions

For the purposes of the provisions contained in this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated in Section 19.1 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken.

"Abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

Section 19.8 - Light Duty

The Sheriff shall fairly determine whether other light duty opportunities are appropriate and what light duties an employee may be assigned to, if any.

Section 19.9 - Transfer of Accrued Leave

Bargaining unit members shall be allowed to transfer accrued paid leave to another bargaining unit member who is either catastrophically ill or injured as the result of a non-duty related injury or illness and is out of, or will be out of, accrued paid leave.

ARTICLE 20 - FUNERAL LEAVE

If death occurs in the immediate family of an employee, three (3) days leave will be allowed that employee at full pay. Such days will not be charged to vacation, sick leave or personal days.

For purposes of this Section, "immediate family" is defined as the spouse, son, daughter, (including step or adopted), brother, sister, mother, father, mother-in-law, father-in-law, and grandparents of the employee.

In the event that there is a death to a family member other than enumerated in above, the use of comp-time or vacation days will be permitted as provided for in this Agreement.

If the member of the immediate family as defined above resides out of state, the use of comp-time or vacation days may be used to supplement the provisions above as provided for in this Agreement.

Evidence satisfactory to the Sheriff may be requested as to the death and relationship to the employee, if abuse is suspected.

ARTICLE 21 - UNPAID LEAVES OF ABSENCE

Section 21.1 - Criteria for Unpaid Leaves

Leaves of absence without pay may be granted for health, educational, personal, or military reserve purposes. Leaves of absence may only be granted by the Sheriff in his sole discretion, who must immediately notify the County Administrator and the Payroll Department. Leaves may be granted with the following understanding between the Sheriff and the employees:

- A. Whether the position is held open is a determination to be made by the Sheriff. In cases where the position is held open, the position may be filled with a temporary employee. In cases where the position is not held open, employees on leave wishing to return will be considered for the first position open of like pay and classification.
- B. During the leave of absence, an employee does not accrue credit for benefits. Both evaluation dates and benefit dates are adjusted to reflect the time off during the leave of absence.

Section 21.2 - Prohibition Against Misuse of Leaves

Any leaves granted pursuant to the terms under Article 21 shall not be used for the purpose of securing other employment. An employee during such leave may not be gainfully employed or independently self-employed without prior approval by the Sheriff. Violation of the provisions contained within this Agreement may subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

ARTICLE 22 - INSURANCE

Section 22.1 - County Contributions

All bargaining unit employees will be offered the County's group insurance program at the time of employment. From December 1, 2002 through November 30, 2003, if the employee elects and qualifies, the County and the employee will share in the monthly cost of the premiums as follows:

COVERAGE	COUNTY	EMPLOYEE	<u>TOTAL</u>
Employee Health	\$354.40	\$ 25.53	\$379.93
Wrap Around	\$258.81	\$ 18.68	\$277.49
Supplemental	\$258.81	\$ 18.68	\$277.49
Maxi Care	\$258.81	\$ 18.68	\$277.49
Maxi Care Dependent	\$120.81	\$156.68	\$277.49
Dependent Health	\$128.11	\$164.44	\$292.55
Dental	\$ 23.16	\$ 0.00	\$ 23.16
Dependent Dental	\$ 5.24	\$ 20.21	\$ 25.45

Thereafter, the employee will pay 50% of all increases for the health and dental coverage.

Effective December 1, 2005, monthly insurance premiums paid by FOP bargaining unit employees shall be equal to that paid by the AFSCME and FOP Probation bargaining units, respectively.

In the event the Employer is required to change the level of benefits through no fault, initiation or decision of the Employer (policy cancellation, but not premium increases or decreases), the Employer agrees:

- A. No changes will be made without sixty (60) days prior written notice to the Labor Council; and
- B. Should the Labor Council notify the Employer of its desire to bargain over the changes and/or the impact thereof, no changes shall be made until the parties have concluded such bargaining. Should an impasse arise in such bargaining, the parties shall resolve the impasse by arbitration, using the procedures of Section 1614 of the Act. The arbitrator/arbitration panel shall have the authority to issue awards retroactively effective to the date the Labor Council demanded bargaining.

In the event the Employer wishes to change carriers and maintain the same level of benefits, a representative of the Local Labor Council will be invited to participate in discussion.

The Labor Council shall have the right to reopen and bargain insurance related issues should they determine the need is present after December 1, 2009.

Section 22.2 - Retirement

Any employee covered by this Agreement who is retired or retires before Dec. 1, 1993, will be provided the same medical and life insurance on the same terms and conditions as active employees with the exception of the 25% family dependent premium payment by the Employer which the retired employee shall pay, except that a retiree who has qualified for IMRF benefits reaches age sixty-five (65), the County's contribution toward the medical insurance premium will be applied to a supplemental Medicare policy.

Any employee covered by this Agreement who retires after November 30, 1993, will be provided the same medical and life insurance on the same terms and conditions as active employees, but shall pay fifty percent (50%) of the premium costs for the employee only. No dependent coverage will be paid by the Employer and should the retired employee elect dependent coverage they shall pay all of the same. Any retired employee who qualifies for IMRF benefits, the County's contribution toward medical insurance premiums will be applied to a supplemental Medicare policy to which the employee will pay fifty percent (50%).

If a correctional officer retires prior to November 30, 1993, and accepts employment that offers another health plan for which the retiree qualifies, the retired employee must enroll in the new plan. The County's policy will become the secondary provider until such time as the retiree is no longer covered by a health care plan of another employer.

For the purposes of this Article, an employee shall be considered a retiree when that employee meets the following criteria:

- A. Terminates the employment with the County for any reason other than "just cause discharge."
- B. Meets the following requirements:
 - 1) must have participated a minimum of twenty (20) years in the I.M.R.F. program;

2) must have attained age fifty-five (55) or the minimum age required by IMRF.

Section 22.3 - Liability Insurance

The County will continue to maintain personal and vehicle liability insurance for each officer during the term of this Agreement.

Section 22.4 - Insurance Committee

- Cost Review: The County and this bargaining unit agree to participate in an insurance committee established countywide to review ways to control or reduce insurance costs. The Insurance Committee may make recommendations to the County Board for changes in health care coverage that will reduce or minimize increases in health care premiums. One representative from the F.O.P. Corrections' bargaining unit, along with six (6) management representatives and other county bargaining unit representatives will be eligible to participate as committee members. Recommendations may be made with a two-thirds majority of those representatives identified by this section. All changes are subject to approval of the County Board. Any savings generated by plan changes different than those that exist upon execution of this Agreement result in a decrease in premium costs shall be passed directly to the dependent premium increases in the first and second year of this Agreement and thereafter all reductions resulting from changes in health care coverage which result in a premium savings shall be passed along proportionately to the employee and dependent coverage premiums.
- B. <u>Benefit Denial Review</u>: The Insurance Committee may also review disputed claims of employees prior to appealing to the Plan Administrator. The review shall be initiated and completed within the time limits prescribed for review under the Health Insurance Plan and this Committee shall only have the authority and power to recommend to the Plan Administrator the disposition of any disputed claim under the Plan benefits.

Section 22.5 - Survivor's insurance

The Employer agrees to provide, without charge, the same health insurance coverage and benefits provided to bargaining unit employees to the surviving spouse and all dependents of an employee who dies as a result of performing his/her official duties.

Such surviving spouse and/or dependents shall continue to be provided coverage and benefits by the Employer until, in the case of the spouse, such time as he or she may remarry or otherwise becomes eligible for other insurance or Medicare, and in the case of dependents, until such time as they no longer qualify for coverage under the terms of the plan.

- A. The costs of such coverage and benefits shall be fully paid by the Employer.
- B. For purposes of this Section only, the phrase while performing his/her official duties shall include all supervisory and other law enforcement activities in which a deputy might engage in during the normal course of service. The Employer shall not be required to provide this benefit to the surviving spouse or dependents of an employee who dies as a result of natural or other causes or suicide.

ARTICLE 23 - INDEMNIFICATION

Section 23.1 - Employer Responsibility

The Tazewell County Correctional Officers shall be covered by the Tazewell County liability insurance limit of one million dollars (\$1,000,000) per incident.

Section 23.2 - Legal Representation

Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance of duties, pursuant to 65 ILCS 5/1-4-6.

Section 23.3 - Cooperation

Officers shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising out of this Article.

Section 23.4 - Applicability

The Employer shall provide the protection set forth above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Paragraph entitled "Cooperation" with the Employer in defense of the action or actions or claims.

ARTICLE 24 - SAFETY ISSUES

Section 24.1 - Safety Committee

There shall be a Safety Committee comprised of not more than three (3) officers, one (1) on each shift; members of the Committee will be agreed to by the Labor Council and the Sheriff. The Safety Committee and the Sheriff will meet to discuss safety issues at such times as is deemed necessary, provided that seventy-two (72) hours' notice is given by the party asking for the meeting.

Section 24.2 - Safety Complaints

Complaints regarding the safety of a piece of equipment shall be brought to the attention of the Jail Superintendent. If the defect in the equipment constitutes a hazard to the Correctional Officer required to operate or use such equipment and the complaining Correctional Officer is not satisfied with the action taken by the Jail Superintendent, he may take the complaint to the Sheriff; however, the complaining Correctional Officer shall abide by the Jail Superintendent's decision until such time as the dispute can reasonably be brought to the attention of the Sheriff. The Sheriff will resolve the dispute between the Jail Superintendent and the complaining Correctional Officer.

The Sheriff shall take all reasonable steps to assure that all equipment necessary to the on duty is in safe working condition.

ARTICLE 25 - BULLETIN BOARDS

The Employer shall provide the Labor Council with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Labor Council.

ARTICLE 26 - PHYSICAL FITNESS

Section 26.1 - Agreement in Principle

Both the Labor Council and the Department hereby acknowledge the importance of physical health and well being in each officer's continued performance of his/her duties with the Sheriff's Department. For these purposes, the parties agree that this physical fitness-testing program shall be implemented upon signing of this Agreement.

Section 26.2 - Test

The Sheriff adopts the Illinois Secretary of State's Physical Fitness Program as it exists on 12/1/01 and the same is hereby incorporated herein by reference. The program shall be administered and supervised by the Sheriff's designee. Those who successfully complete the test each year shall be eligible for the achievement bonus provided for in Section 26.3 herein. The test shall remain the same during the duration of this Agreement. Results of the skin fold test shall not be used to determine eligibility.

<u>Section 26.3 - Achievement Bonus</u>

All employees covered by this Agreement, upon successful completion of the Section 26.2 test shall receive a bonus of \$400.00.

ARTICLE 27 - WAGES

Section 27.1 - Base Pay Rates:

Employees will be paid per Appendix D entitled "Base Wage Schedule".

The new rate will become effective on December 1, 2008. The hourly salary will be determined by dividing the annual salary as enumerated in Appendix D by two thousand eighty (2,080) hours. The biweekly straight time payments shall be determined by multiplying the hourly rate times eighty (80) hours and the new rate shall be effective on December 1st of each year thereafter and end on November 30th of each year.

It is agreed that all employees on the payroll as of the date of ratification by the bargaining unit and any employee who has retired in good standing since December 1, 2008 shall be eligible for and receive a retroactivity pay check for all hours paid since December 1, 2008.

Section 27.2 - Educational Additions

Any Correctional Officer who qualifies for educational additional pay shall be paid in accordance with the following schedule:

<u>Associate Degree in Law Enforcement or Corrections</u>: Five Hundred Twenty Dollars (\$520.00) per year

Bachelors' Degree in Law Enforcement or Corrections: One Thousand Forty Dollars (\$1,040.00) per year

Masters' Degree in Law Enforcement or Corrections:
One Thousand Five Hundred Sixty Dollars (\$1,560.00) per year

Educational pay under this schedule shall be a part of the regular hourly-adjusted base rate for determining overtime. Correctional Officers who have an Associate Degree, Bachelors' Degree, or Masters' Degree not in Law Enforcement shall receive one-half (½) compensation for the respective degrees as provided for in this Section.

Education pay shall be included in the employee's base pay for all purposes.

Any employee who takes nine (9) hours per year in classes related to the police protection profession will be paid \$100.00 for every nine (9) hours that they pass on an annual basis related to a college degree and police protection. Classes must be approved in advance by the Sheriff and the employee must receive a "C" grade or better.

Section 27.3 - Shift Differential

Correctional Officers assigned to second (2^{nd}) shift or a swing shift shall receive an additional thirty cents (\$.30) per hour to be added to their adjusted base pay. Correctional Officers assigned to the third (3^{rd}) shift will receive thirty-five cents (\$.35) per hour to be added to their adjusted base pay. Swing shift shall be defined as: "any combination of first (1st), second (2^{nd}) and third (3^{rd}) shifts". When a corrections officer is assigned to second (2^{nd}) , third (3^{rd}) , or swing shift, such corrections officer shall receive the additional pay only for the hours worked on second (2^{nd}) or third (3^{rd}) shift.

Section 27.4 - Regular Hourly Adjusted Base Rate

Sergeants appointed by the Sheriff after certification by the Tazewell County Merit Commission shall receive an additional 15% per hour effective 12/1/08.

Section 27.5 - Upgrade Pay

The position of Corrections Sergeant shall be assigned by the Sheriff at his discretion from a list certified by the Merit Commission. The Sheriff's assignment will not be grievable.

The Sheriff may assign a person to be acting Sergeant in the absence of a Sergeant. They shall be paid at the same rate as if they were a Sergeant, based upon their own seniority (see Section 4 above).

Any Correctional Officer assigned as Field Training Officer will receive three (3) hours overtime per week while training a recruit.

Section 27.6 - Promotional Testing

The Sheriff shall create a promotional test to be given to Sergeants from time to time for a promotion. The test shall consist of four (4) areas to review and shall be given the following weight in compiling a total score:

Written test – 70% (must have 70% test score to pass the written exam);

Oral test - 25%;

Seniority - 5%; and

Veterans - 5%

The Sheriff will learn the test scores of those individuals being promoted and will have the information prior to making his decision. Any one who is presently a Sergeant and who takes the next promotional written test after January 1, 2000, will be appointed Sergeant if they pass the written exam.

Section 27.7 - Classification Officer Pay

Effective 12-1-05, any corrections officer assigned to the position of Classification Officer shall receive an additional 7.5% added to his/her base salary.

ARTICLE 28 - MISCELLANEOUS PROVISIONS

Section 28.1 - Work Rules and Personnel Policies

To the extent that the Tazewell County Sheriff's Work Rules, Merit Commission Rules and Regulations and Procedures, the Tazewell County Employees Personnel

Policies Handbook does not conflict with the provisions of this Agreement, such policies shall continue in full force and effect.

Section 28.2 - Uniform Allowance

Uniform allowance shall be paid to Tazewell County Correctional Officers in two (2) equal semi-annual installments on December 1st and May 1st of each year. Employees must be on the payroll of the County at the time the payment is made in order to be eligible. Effective December 1, 1998 and uniform allowance shall be \$600.00, effective December 1, 1999 it shall be \$650.00 and effective December 1, 2000 it shall be \$800.00.

Section 28.3 - Printing of Agreement

The Employer shall be responsible for the printing of necessary copies of this Agreement and shall provide the Union an opportunity to proof the Agreement prior to printing. The cost of printing this Agreement shall be equally shared by both parties. The Employer shall distribute one (1) copy to each bargaining unit employee covered by this Agreement, and shall also provide each new bargaining unit employee, regardless of Union membership or status, upon employment.

Section 28.4 - Authorized F.O.P. Representatives

With the approval of the Sheriff or his designee, authorized representatives of the National or State Labor Council shall be permitted to visit the Department during working hours to talk with officers of the local Labor Council and/or representatives of the Employer concerning matters covered by this Agreement, so long as such visit does not interfere with the operation of the Sheriff's Department.

Section 28.5 - Right to Examine Records

The Labor Council or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent. The above records shall not be accessed without the Sheriff or his designee in attendance.

Section 28.6 - Replacement and Repair

The Employer agrees to repair or replace as necessary an officer's eye glasses (limited to \$150.00), contact lenses, prescription sunglasses, wrist watches (limited to \$100.00), if such are damaged or broken, when during the course of the employee's duties the employee is required to exert physical force or is attacked by another person. The incident is to be documented with the immediate supervisor by providing proof of payment.

Section 28.7 - Immunization

The Employer agrees to pay all expenses for inoculation or immunization shots, at a facility designated by the Sheriff, for the employee and for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty.

The Employer agrees to release employees from duty for the purpose of receiving immunizations and inoculations during the hours of work, such time will be paid.

Section 28.8 - Shift Exchange

Employees shall be permitted to swap shifts with approval of the Sheriff or Jail Superintendent. Shift exchanges shall not cause overtime.

Section 28.9 - Alcohol and Drug Testing

A. Statement of Policy

It is the policy of Tazewell County and the Illinois Fraternal Order of Police Labor Council that the public has the right to expect persons employed by the Tazewell County Sheriff's Department to be free from the effects of drugs and alcohol. The Employer has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of bargaining unit employees.

B. Prohibitions

Employees shall be prohibited from:

- 1) consuming or possessing alcohol, unless in accordance with duty requirements, at any time during the work day or anywhere on any County premises, job sites, including all County buildings, properties, vehicles and the employee's personal vehicle while engaged in County business;
- illegally consuming, possessing, selling, purchasing or delivering any illegal drug;
- failing to report to their supervisor any known adverse side effects of medication or prescription drugs that they are taking.

This Section is not intended to limit the duty of the Employer to enforce the laws of the State of Illinois and all regulations of the Tazewell County Sheriff's Department or to restrict the Employer's right to require prospective hires to submit to a drug screening procedure.

C. Drug and Alcohol Testing

When the Sheriff has reasonable suspicion to believe that an employee is under the influence of alcohol or drugs during the course of the work day, the Sheriff shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. Employees who test positive for either prescribed drugs or alcohol by virtue of the Employer having reasonable suspicion are subject to random testing for period not to exceed one (1) year from the date of the confirmed positive test result as a condition of continued employment.

D. Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the Sheriff shall provide the employee with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of the FOP or a private attorney at the time the order is given; provided, however, that in no circumstances may implementation of the order be delayed longer than forty five (45) minutes. No

questioning of the employee shall be conducted without first affording the employee the right to FOP representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

E. Tests to Be Conducted

In conducting the testing, authorized by this Agreement, the Tazewell County Sheriff's Department shall:

- use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- 2) ensure that the laboratory or facility selected conforms to all NIDA standards:
- and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of this chain of custody;
- 4) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- 5) collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;
- 6) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography / mass spectrometry(GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- 7) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility

- of the employee's own choosing, at the employee's expense; Provided the employee makes such demand of the Sheriff or his designee within seventy-two (72) hours of receiving the results of the test;
- 8) require that the laboratory or hospital facility report to the Sheriff that a blood or urine sample is positive only if both the initial screening and subsequent confirmatory test indicate the presence of a substance. Should any information concerning such testing or the results thereof be used herein (i.e. billings for testing that reveal the nature or number of tests administered), the Employer will not use such information in any manner or forum adverse to the employee's interests;
- 9) require that with regard to alcohol testing, for the purpose of determining whether or not the employee is under the influence of alcohol, test results that show an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. This shall not preclude the Employer from attempting to show that lesser test results, i.e., below .02, demonstrate that the employee was under the influence of alcohol, but the Employer shall bear the burden of proof in such cases. The Employer shall also be permitted to offer and the employee shall be required to submit to a breathalyzer test administered by non-bargaining unit personnel, provided that such breathalyzer test shall be conducted by qualified personnel in an area which affords privacy;
- 10) provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results at no cost to the employee;
- 11) ensure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary

reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

F. Right to Contest

The Labor Council and/or the employee, with or without the Labor Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the test, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished, or otherwise impair any constitutional rights that employees may have with regard to such testing. Employees retain any such constitutional rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Labor Council.

G. Voluntary Requests for Assistance

The Employer shall take no adverse employment action against an employee who prior to any mandatory testing and for the first time voluntarily seeks treatment, counseling or other support for an alcohol or prescribed drug problem, other than the Employer may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Employer may make available through its Employee Assistance Program (if available) a means by which the employee may seek referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

All employees who voluntarily seek assistance with a prescribed drug and/or alcohol related problem, shall not be subject to any disciplinary or other adverse employment action by the Employer.

The foregoing is conditioned upon:

 the employee agreeing to the appropriate treatment as determined by the physician(s) involved;

- 2) the employee discontinues his abuse of the drug or abuse of alcohol;
- 3) the employee completes the course of treatment prescribed, included an "after-care" group for a period of up to twelve (12) months;
- 4) the employee agrees to submit to random testing during hours of work during the period of "after-care" for a period of not more than one (1) year.

Employees who do not agree to or act in accordance with the foregoing, or who test positive for drugs, or test positive for alcohol shall be subject to discipline, up to and including discharge, based on the facts and circumstances of the particular case. Employees who test positive for either prescribed drugs or alcohol by virtue of the Employer having reasonable suspicion are subject to random testing for period not to exceed one (1) year from the date of the confirmed positive test result as a condition of continued employment.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status through the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of a Tazewell County Sheriff's Department employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use any accumulated paid leave that he/she may have, such as compensatory time, vacation time, sick days, or personal leave days, or take an unpaid leave of absence pending treatment at their option.

H. Discipline

The Employer shall have the right to discipline employees or recommend discipline against employees, as may be appropriate, for any violations of this Policy. Such discipline, or recommendations for such, may include discharge subject to the provisions of paragraph G.

Positive confirmed test results for any illegal drug shall result in termination of an employee.

Section 28.10 - Protective Vests

The Employer will provide protective vests to all bargaining unit members by relocation into new jail facility. A Joint Advisory Committee will recommend the threat level and specifications of the vests which shall be determined by the Employer. Protective Vests will be a mandatory part of the uniform. Employer will replace them at the end of the warranty period.

Section 28.11 - Residency

Employees may reside within a fifteen (15) mile, straight-line radius, of the Tazewell County Justice Center, anywhere within Tazewell County and anywhere within the city limits of Peoria, Illinois, even if beyond 15 miles.

ARTICLE 29 - ENTIRE AGREEMENT /SAVINGS CLAUSE

Section 29.1 - Entire Agreement Waiver

This Agreement constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The Employer and the Labor Council, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to:

- any subject matter or matter specifically referred to or covered in this Α. Agreement; and,
- В. subjects or matters that arose as a result of the parties proposals during bargaining but which were not agreed to.

Section 29.2 - Savings Clause

If any Article or Section of this Agreement or any addenda thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if any compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby,

and the parties shall immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 30 - DURATION

Section 30.1 - Term of Agreement

This Agreement shall be effective from December 1, 2008 and shall remain in full force and effect until November 30, 2011. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 30.2 - Continuing Effect

Notwithstanding any provision of this Article of Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

SIGNATURES

IN WITNESS WHEREOF, the parties	hereto have affixed their signatures this
7 th day of, 2010.	
FOR THE EMPLOYER	FOR THE UNION:
Tazewell County Board Chairman	Tazewell Co. FOF Labor Council #98
Holust M. Justa Tazewell County Sheriff	Mi Gule Mouto Tazewell Co. FOP Labor Council #98
Christi, Quebbo Tazewell County Clerk	Tazawell Co. FOP Labor Council #98
razewen county clerk	1 #24 Well Co. 1 OF Labor Council #90
(C) [A)	RSA
(SEAL)	Rob Scott, Illinois FOP Labor Council

APPENDIX A - DUES AUTHORIZATION FORM

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL 974 CLOCK TOWER DRIVE SPRINGFIELD, ILLINOIS 62704

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Order of Police Labor Council fro	om the date of my en	iployment, in su	ch manne	r as it so dire	ects.)
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	City:				
	State:				
	Telephone:				
Employment Start Date:					
Title:					
Employer, please remit all due		***************************************			w se on se on
Illinois Fraternal Order of Police Attn: Accounting 974 Clock Tower Drive Springfield, Illinois 62704	Labor Council				

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.



APPENDIX B - GRIEVANCE FORM

(use additional sheets where necessary)

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Date			
y Illinois FOP Labor Council			



APPENDIX C - UNIFORMS

Correctional Officers will be given as initial issue the following items and accessories, with the number of each item shown in parentheses:

Winter Jacket (1)

Summer Shirt (3)

Slacks (3)

Name Plate (2)

Badge (2)

Commission Card (1)

Hat (1) Ball Cap

Black Uniform Shoes (1 pair)

Handcuffs

Leather and Required Accessories

Key holder

Belt

Radio Holder

Radio

Handcuff Case

Flashlight Holder

Flashlight

Any additions to, or variations from, the above listed equipment, must be approved by the Jail Superintendent prior to being allowed for use as part of the uniform.

Any Correction Officers who have not received the above-enumerated items prior to the initiation of this Agreement will receive only the items not issued to them at the time of their hire.

APPENDIX D - BASE WAGE SCHEDULE

	12/1/2008 3%	6/1/2009 1%	12/1/2009 3%	6/1/2010 1%	12/1/2010 3%	6/1/2011 1%
Start	\$34,155.47	\$34,497.02	\$35,531.93	\$35,887.25	\$36,963.87	\$37,333.51
Year 1-2	\$34,892.29	\$35,241.21	\$36,298.45	\$36,661.43	\$37,761.28	\$38,138.89
Year 2-3	\$35,629.13	\$35,985.42	\$37,064.99	\$37,435.64	\$38,558.70	\$38,944.29
Year 3-4	\$36,365.97	\$36,729.63	\$37,831.52	\$38,209.84	\$39,356.13	\$39,749.69
Year 4-5	\$37,102.80	\$37,473.83	\$38,598.05	\$38,984.03	\$40,153.55	\$40,555.08
Year 5-6	\$37,839.65	\$38,218.04	\$39,364.58	\$39,758.23	\$40,950.98	\$41,360.49
Year 6-7	\$38,576.47	\$38,962.23	\$40,131.10	\$40,532.41	\$41,748.38	\$42,165.87
Year 7-8	\$39,313.31	\$39,706.44	\$40,897.63	\$41,306.61	\$42,545.81	\$42,971.27
Year 8-9	\$40,050.14	\$40,450.64	\$41,664.16	\$42,080.80	\$43,343.23	\$43,776.66
Year 9-10	\$40,786.97	\$41,194.84	\$42,430.68	\$42,854.99	\$44,140.64	\$44,582.05
Year 10-11	\$41,523.80	\$41,939.04	\$43,197.21	\$43,629.18	\$44,938.06	\$45,387.44
Year 11-12	\$42,260.61	\$42,683.22	\$43,963.71	\$44,403.35	\$45,735.45	\$46,192.81
Year 12-13	\$42,997.46	\$43,427.44	\$44,730.26	\$45,177.56	\$46,532.89	\$46,998.22
Year 13-14	\$43,739.45	\$44,176.85	\$45,502.15	\$45,957.18	\$47,335.89	\$47,809.25
Year 14-15	\$44,476.29	\$44,921.05	\$46,268.68	\$46,731.37	\$48,133.31	\$48,614.64
Year 15-16	\$45,213.10	\$45,665.23	\$47,035.18	\$47,505.54	\$48,930.70	\$49,420.01
Year 17-18	\$46,569.48	\$47,035.18	\$48,446.23	\$48,930.70	\$50,398.62	\$50,902.60
Year 19+	\$47,966.57	\$48,446.24	\$49,899.63	\$50,398.62	\$51,910.58	\$52,429.69

Sgts. Pay 15% above Corrections longevity step

APPENDIX E - OVERTIME GUIDELINES

1. Eligibility for overtime:

- A. No Officer is eligible for overtime (2) shifts after their regular shift when calling in sick or taking a Funeral day.
- B. No Officer will be called for overtime on the weekend before/after their week off. A week can consist of any combination of P/D's, Comp Days, Vacation days, and or Trade days (a week is considered 5 consecutive days).
- C. An Officer is eligible for overtime up to (2) shifts before and after they have taken a P/Day, Comp Day, Vacation day, Trade Day, But Can Not Be Forced.

2. Callout procedure will be as follows:

- A. Sergeant overtime will be kept separate from Correctional Officer overtime.
- B. The first overtime callout of the fiscal year will be by seniority. From then on it will be on a rotation basis starting at the top with the first eligible officer.
- C. A "yes", "no", or a "force" will rotate you to the bottom of the list.
- D. A "no contact" or not being eligible keeps you in your present position.
- E. In the event that a Correctional Officer overtime position is not filled after going through the rotation list, the Sergeant's will have the opportunity for the Correctional Officer overtime. If a Sergeant accepts or declines a Correctional Officer overtime they will be rotated to the bottom of the Correctional Officer callout list. If the overtime is not filled or declined by the Sergeants then a Correctional Officer will be forced for that position. Conversely, the Sergeants will follow the same callout procedure.
- F. The results of the overtime callout will be entered in the computer immediately.

3. The forcing procedure will be as follows:

- A. A Correctional officer can only be forced for Correctional Officer overtime when available and a Sergeant for Sergeant overtime when available.
- B. The Officer with the least amount of seniority will be forced first. Ties go by seniority. Eligibility will be determined by the last date forced, not the number of forces.
- C. Correctional Officers released off the FTO program will be placed at the bottom of the rotation call out list.
- D. Shift Command will leave a voice mail on an incoming Officer's phone letting them know they have been forced for overtime. If the Officer does not receive the voice mail they will be notified once they arrive for their scheduled shift.

- E. An Officer is not eligible to be forced (2) shifts after their "Friday" shift unless deemed necessary.
- F. A scheduled Personal Day, Comp Day, Vacation day and or Trade day will take precedence over an Officer's "Friday" or an Officer who volunteers to work on their weekend.
- 4. The Holiday overtime will be called out separately and logged separately.
- 5. Overtime guidelines are subject to change in accordance to the operational needs of the Tazewell county justice Center.

COMMITTEE REPORT

HR-10-20 Motion by Member Meisinger, Second by Member Donahue to approve Res#14. Carried by Voice Vote but Ackerman.

Mr. Chairman and Members of the Tazewell County Board:

Note on bottom of page.

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

Jan Abnahue

Jan Abnahue

Lavoll Imag

Wanted Menseyer

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to amend the Tazewell County Personnel Policy to add an Information Technology Policy for Tazewell County employees; and

WHEREAS, the Tazewell County Board has established a policy for the purpose to provide clear guidelines to all users regarding access to, disclosure of, safeguarding of and personal responsibility for Tazewell County's Information Technology systems or services; and

WHEREAS, all Tazewell County employees will receive a copy of the adopted policy and will be required to sign the Acceptable Use of Information Technology Resources and Services agreement; and

THEREFORE BE IT RESOLVED by the County Board, that the attached policy be added to the personnel policy handbook and shall become effective immediately.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office of this action.

PASSED THIS 26TH DAY OF MAY, 2010.

ATTEST:

Tazewell County Board Chairman

Tazewell County Clerk

Member Ackerman noted he felt there is a flaw allowing any personal use. Member Stanford noted policy should be for all not regulated individual offices.

^{**}Member Crawford it is better than what we had before. Encourages administration to review policy with county officers & department

Tazewell County

Information Technology Policy

Acceptable Use Policy for Utilizing Information Technology Tools, Systems and Services

Policy

Tazewell County provides a variety of Information Technology tools, systems, and services to enhance communication, productivity and efficiency for the purpose of better serving the public interest.

As our day-to-day operations become increasingly dependent on information technology and electronic communications, the county becomes more vulnerable to the risks of business continuity disruptions should these technologies fail. The responsibility for managing the risk of business continuity disruption is shared among all users, and it is imperative that everyone uses good judgment in the use of these resources.

The purpose of this policy is to provide clear guidelines to all users regarding access to, disclosure of, safeguarding of, and personal responsibility for Tazewell County's Information Technology systems or services. While some security measures may seem to complicate legitimate access and may result in a brief inconvenience to the user, the problems that may result from unauthorized access or misuse of these resources may be severe and expensive to correct. It is imperative that all users employ appropriate security measures to protect these resources from misuse by others.

All use of county Information Technology tools, systems and services must conform to the following:

- All use must be for legal purposes and also must be able to withstand public scrutiny without embarrassment to the organization.
- The use must not create or increase security risks.
- The use must not create or increase the risk of financial, legal, or political liability.
- The use must not adversely affect the professional performance of the user or the professional performance of other users.

Personal use of county Information Technology tools, systems and systems is permissible with the approval of the appropriate department head if the use also conforms to the following:

- The usage, including the value of the time spent, results in no incremental cost to the county, or results in an incremental cost so small that accounting for it is unreasonable or administratively impractical.
- The usage does not create or increase the likelihood that Information Technology support services may be required.

Tazewell County reserves the right to monitor all activities, including those that are regarded as "personal use", which utilize the county's Information Technology tools, systems, or services. All users should be aware of the possibility that electronic messages and Internet activities that utilize county Information Technology tools, systems, and services may not remain private.

The Guidelines to this policy include specific examples of prohibited use of the county's Information Technology tools, systems, and services. Users who violate this policy and its accompanying guidelines may be subject to corrective action, which may include revocation of privileges, legal action, and/or severance of their relationship with Tazewell County. Employees who violate this policy and accompanying guidelines may be subject to discipline, up to and including discharge.

Nothing contained in this policy shall be interpreted to require the disclosure of information directly or indirectly related to county business that would otherwise be deemed confidential, sensitive to law enforcement, or otherwise unavailable. This policy shall not be interpreted to make information obtainable through civil or criminal discovery, subpoena, or a Freedom of Information Act Request if such information would otherwise not be available.

Definitions

<u>Applicable Department Head</u> – For employees of an internal control office (Auditor, Coroner, County Clerk, Circuit Clerk, Recorder, Sheriff, State's Attorney, and Treasurer), the elected official shall be the applicable department head. For employees of any other county office, the County Administrator shall be the applicable department head.

<u>County network</u> – The network of computers and other electronic devices provided for the electronic transmission or receipt of County business.

<u>Electronic mail</u> – A facility for the transmission of messages within or outside the county organization that relies on the electronic transmission or receipt of digital information. Referred to as e-mail or email.

<u>Encryption software</u> – Proprietary software that changes information from its native state to an unrecognizable coded state which can only be returned to its native state with special software.

<u>Internet</u> – Any facility that allows the interactive transmission of data to or from locations outside the county organization. This definition includes, but is not limited to the use of web browsers, ftp, http, Internet relay chat and social networking, email, and other facilities accessed by network equipment attached to the county network.

<u>Intranet</u> – Any facility that allows the interactive transmission of data within the county organization. This definition includes, but is not limited to the use of web browsers, ftp, http, chat services, email, and other facilities accessed by network equipment attached to the county network.

<u>Tools, systems, or services</u> - Any equipment (devices or software) that are used to access the county's network, electronic messaging (ex. voice messaging and telephony services, radio, e-mail, etc.), storage, transmission, or use of all computer files, and all activities relating to the concept of the Internet (includes the county's Intranet, and all external networks accessible to users).

<u>User</u> - Any Tazewell County employee, elected official, contractor or vendor, licensee, guest, as well as anyone who represents themselves as connected to Tazewell County and uses, possesses, or has access to Tazewell County Information Technology tools, systems or services.

Spam – Unauthorized and/or unsolicited electronic mailings.

<u>Malware</u> – Software designed to infiltrate a computer system without the owner's informed consent. It is a general term used by computer professionals to mean a variety of forms of hostile, intrusive, or annoying software or program code. The malware category includes computer viruses, spyware, worms, and trojan horses.

<u>Spyware</u> – Software which installs itself and reports computer habits to its parent company.

<u>Trojan</u> – a Trojan horse is a program in which malicious or harmful code is contained inside seemingly harmless programming or data in such a way that it can get control of a computer.

Guidelines

General Guidelines

- A. This policy applies to all users of Tazewell County Information Technology systems or services.
- B. All computer and electronic communication use must be consistent with this policy.
- C. The variety of computing and electronic communication access, tools, systems and services that the county provides its employees are county-owned and publicly funded. These computer systems, along with the software and information contained on or conveyed through them, are the properties of the county. Access to and uses of these properties are restricted by this Acceptable Use Policy.

- D. Equipment that is the property of another entity, but is used to access any Tazewell County Information Technology tools, systems, or services, is also governed by this policy.
- E. Exceptions to these guidelines may be granted provided that the exception has been determined to be appropriate and necessary by the appropriate department head and has been approved by the County Administrator.
- F. The Information Technology Department may from time to time establish guidelines consistent with this policy to insure the effective and efficient use of these facilities. These guidelines may include, but are not limited to: limitations on time available, size and/or type of data requested, and destinations of data requests.

II. Assistance

Users will contact the Information Technology Department for assistance with implementation or interpretation of these guidelines. The Information Technology Department Help Desk may be contacted via county e-mail at HelpDesk@Tazewell.com.

III. County Oversight

The County is the sole and exclusive owner of the computer systems it provides and all computer system data. Use of the county's computer systems is a privilege, not a right. Accordingly, without further notice, applicable department heads and their designees reserve the right to use any means available to access, inspect, review, and monitor its computer systems and computer systems data including, but not limited to computer files, e-mail, and Internet access information. Said monitoring will be for official use only. In exercising this right, applicable department heads and their designees reserve the right to override any passwords and access codes that are on any of its computer systems, or use software that assists in monitoring its computer systems and data on those systems.

Employees and other users do not have a reasonable expectation of personal privacy in any computer systems data including, but not limited to e-mail and Internet access data. By using any of the county's computer systems, employees and other users consent to and understand that the applicable department head may access, monitor, and inspect any data that are received, sent, processed, stored, transferred, or communicated by means of any county computer system. This policy shall not be interpreted to make information obtainable through a subpoena or Freedom of Information Act Request if such information would otherwise not be available.

Users should consider e-mail and all other computer systems data to be a shared filing system which may be accessed by and reviewed by the applicable department head at any time and without further notice. The County reserves the right to track and recover any computer systems data despite any attempt by a user to delete such data. Users are advised that nearly all data can be tracked and recovered. For example, the county can generally track which websites a user has visited, the time of day when the visits occurred, and how long each visit lasted. This information can generally be recovered even when the user has attempted to delete the information.

The applicable department head may use any computer system data for any purpose directly or indirectly related to county business, including ensuring compliance with this policy and other professional and job related duties. Such data may also be used in deciding whether to impose discipline, and in disciplinary proceedings. Use of such data in civil and criminal litigation shall be as provided by law.

IV. Security

All user-level system access (ex. network login, e-mail, desktop computer, application system, etc.), must occur through a password protected account that conforms to the following guidelines:

A. Passwords

- i. All user-level passwords must be of at least 8 characters in length, including a mix of numbers and letters. Users are encouraged to use mixed case and special characters or symbols in their passwords.
- ii. Passwords are not to be shared, except as specifically requested by individual department heads.
- iii. User account and password information must not be inserted into any form of electronic communication or storage (ex. e-mail, or electronic document), without using encryption methods and tools approved by the Information Technology Department.
- iv. Employees are required to change all passwords every 120 days.
- v. A standard, default password is not to be used for groups of users.
- vi. Any users who are without passwords are required to notify the Information Technology Department.
- vii. If the Information Technology Department, in conjunction with the applicable department head identifies password-protected information that, for security reasons, does not require periodic change (e.g., computers in common areas for public use), it shall be exempt from this section of the Policy.

B. Physical Safeguards

- i. Employees must ensure that their workstations are secured when unattended, either by logging off the county network or by using a password secured screensaver.
- ii. Computers located in an area where the public may be in proximity must have monitors positioned in a way such that any private data on monitors is not visible to the public.
- iii. Computers or any mobile device such as a laptop, smartphone, or personal digital assistant (PDA) that is located in an area where there is access to the public must be physically secured in order to discourage theft. If said device is lost or stolen, it shall be reported immediately to the department head and IT Department.

C. Mobile Devices and Portable Data Storage

- i. Any portable computing device (ex. laptops, smartphones, Personal Digital Assistants, etc.), that may be used to store non-public data must utilize encryption methods and tools approved by the Information Technology Department to protect the data from unauthorized access.
- ii. The use of portable computer media and devices to store or transport non-public data is prohibited, (examples include CDs, floppy disks, flash devices, memory sticks, PDAs, etc.), unless the media or device utilizes encryption methods and tools approved by the Information Technology Department to protect the data from unauthorized access.

V. Access

- A. For security reasons, access to any county systems is only permissible using methods and tools approved by the Information Technology Department. All other means of access are expressly prohibited.
- B. Access to any criminal justice software must be authorized by the appropriate elected or appointed official (e.g., State's Attorney, Sheriff, Circuit Clerk, or Director of Probation and Court Services). Access to any State Vital Records or Election software must be authorized by the County Clerk. Access to any financial or assessments-related software must be authorized by the County Administrator. Access to software not specifically referenced is subject to the approval of the appropriate elected or appointed department head and IT Department.
- C. The IT Department, in conjunction with the applicable department head, will semiannually review employee access to ensure compliance with this Policy and will develop internal procedures to ensure that any access is terminated for employees immediately upon termination of their employment.

- D. For security reasons, access to outside (non-county) systems or networks using county equipment is prohibited unless such access has been determined to be appropriate and necessary by the applicable department head, consistent with the Information Technology Policy:
 - i. When approved, access to outside systems or networks (ex. the Internet, resources or systems provided by other agencies or partners, etc.), may only occur using methods and tools approved by the Information Technology Policy.
 - ii. Users must follow the guidelines and procedures set forth by the Information Technology Policy to protect the county's Information Technology tools, systems, and services from computer malware or other potential threats to security and integrity.
 - iii. Applicable Department heads will designate which users are authorized to have access to systems or networks via the county network.
 - iv. The use of any wired, dial-up, wireless, or any other type of connections on county-owned equipment to access non-County systems is not allowed without prior approval from the applicable department head consistent with the Information Technology Policy.

E. Remote Access to County Systems from non-county equipment or networks:

- i. Employees may access the county's web-based e-mail system via any standard Internet browser.
- ii. Any type of Remote Access to the County network must be approved by the applicable department head and coordinated by the Information Technology Department subject to the Information Technology Policy.
- iii. All systems that access the county network must have adequate protection against malware and other malicious technology as determined by the Information Technology Policy.
- iv. Connection of any personal or non-county owned or supported equipment/systems to the county network is expressly prohibited unless specifically authorized by the applicable department head and the Information Technology Department. Any such device must be scanned for malicious software prior to being connected.

F. Wireless LAN Connection

Wireless networks will only be used as an augmentation to the physical wire plant, extending the network to places where fixed wiring is not an option, due to building configuration, age, or location, or in situations where mobility demands preclude the use of permanent wiring. All applications for wireless networks are subject to the following guidelines:

i. All Wireless LAN applications that either connect to Tazewell County's network infrastructure or operate within Tazewell County facilities must be designed, installed, maintained or approved by Information Technology Department.

ii. The Information Technology Department will conduct an ongoing review of installed Wireless LANs and Tazewell County facilities to ensure security, effectiveness, and compliance with this section.

VI. Personal Use

County Information Technology tools, systems, and services are to be used primarily for official county business. Applicable Department heads may permit limited occasional personal use within their departments at their discretion. All personal use occurring on county-owned equipment and systems is subject to all aspects of the Information Technology Policy.

VII. Activities That Violate IT Policy and Security

A. Users are prohibited from performing any activity that may cause the loss or corruption of data, the abnormal use of systems, or degradation of systems or network performance. Additionally, prohibited uses include, but are not limited to:

- i. Unauthorized installation or use of software:
 - a. Users may not download or install programs, or program upgrades (patches), on computers that utilize the county network, without advance approval from their department heads and/or the Information Technology Department.
 - b. Users may not participate in any activity that could cause congestion and disruption of systems or resources. In particular, users shall not download or install programs that regularly pull updates from the Internet. (ex. any software that gathers information from other sources such as media outlets, news, weather, stock market reports, etc. Some specific examples are "Weather Bug", ""Webshots' Screen Saver", and "RealPlayer Radio".)
 - c. Users may not use streaming media (ex. listening to audio or watching video over the Internet), unless the activity has been specifically authorized by the applicable department head and conforms to guidelines and procedures established by the Information Technology Policy (eg., used in an authorized training program, seminar, or investigations, etc.).
 - d. The use of any peer-to-peer file sharing or transfer technology is prohibited (ex. Kazaa, Limewire, Bit Torrent applications, etc.), as these technologies represent significant security threats.
- ii. The transfer of large files related to personal use which can cause network congestion.
- iii. Non-work related e-mail list subscriptions ("listservs") are prohibited, unless authorized by the applicable department head and the Information Technology Department, as these can cause unnecessary congestion of the email system.

- iv. Attempts to subvert any system security; e.g., to attempt to bypass restrictions or system rights, or otherwise impair computer hardware or software.
- v. Vandalism or destruction of data.
- vi. Attempts to access unauthorized accounts, data, or systems.
- vii. The intentional propagation of computer malware, worms, viruses, spyware, or other malicious software.
- viii. Using Information Technology tools, systems, or services for the purpose of harassing or stalking others.
- ix. Social networking sites (eg. MySpace, Facebook), except for employees carrying out their job duties as authorized by the applicable_department head, as these sites represent security threats.
- x. Sexually explicit material except for employees carrying out their job duties as authorized by the applicable department head.

B. Copyright Violations

- i. Any duplication or distribution of copyrighted materials (such as licensed software, except for backup or archival purposes), is a violation of the Federal Copyright Act. Use, duplication, or transmission of copyrighted materials includes text, graphics, and software. Users must confirm that they have a valid software license with the applicable department head before using or making copies of software for others.
- ii. Downloading any copyrighted materials that are not authorized by the applicable department head (ex. music and video materials) is prohibited.

VIII. Acceptable Uses

Although not all-inclusive, the following list provides some examples of acceptable use:

- a. Corresponding or collaborating with employees, agencies, vendors, professionals, or the public on work-related matters.
- b. Accessing external databases and files via the Internet to obtain reference information or to conduct research.
- c. Disseminating approved newsletters, press releases, or other documents.
- d. Delivering services to the public.
- e. Utilizing communications, including information access and exchange, for professional development or to maintain job knowledge or skills.
- f. Using county-owned computers and systems for limited personal use as allowed by the individual department head and consistent with the county Information Technology Policy.

IX. Unacceptable Uses - Examples

Unacceptable system activities can be defined generally as activities that do not conform to the purpose, goals, and mission of the county, and/or may jeopardize the security and stability of the county's systems. Any situation in which acceptable use is questionable should be avoided until discussed with and approved by the appropriate personnel. Although not all-inclusive, the following list provides some examples of unacceptable use:

- a. Any use for illegal purposes, violations of local, state, federal laws, or regulations, or in support of such activities.
- b. Encouraging the use of controlled substances.
- c. Organized or informal gambling, wagering, betting, or selling chances.
- d. Distribution of incendiary statements, which might incite violence.
- e. Description or promotion of the use of weapons or devices associated with terrorist activities.
- f. Any activity, which creates an intimidating, hostile, or offensive work or public service environment.
- g. Transmission of threatening or obscene correspondence, data, or materials.
- h. Solicitation or sending of junk mail, chain letters, or advertisements.
- i. Transmission of any material, language, remark, message, transmission, download or an image that could be considered obscene, pornographic, racially or sexually harassing or explicit.
- j. Any computer traffic directed toward requests to engage in immoral, offensive or unethical conduct, or sexual harassment as defined in county Policies and Procedures.
- k. Uses, which are to the detriment of the county's reputation or image as a public organization.
- I. Intentional seeking of information about, obtaining copies of, or modifying contents of files, other data, or passwords belonging to another user, unless authorized by the department head.
- m. Use for playing recreational computer games during scheduled work hours.
- n. Distributing, advocating, or soliciting sympathy or funds of religious, political, or private causes not sanctioned by the county.
- o. Misrepresentation of oneself.
- p. Use of e-mail, the Internet, or IT resources to provide access to public information without following the existing rules and procedures of the county for dissemination.
- q. Any activity meant to foster personal gain (for example, marketing or private business transactions), advertising of non-county approved products or services.
- r. Excessive personal use including sending or receiving large amounts of email, large file attachments, or excessive Internet use.
- s. Any political or campaign materials or use (e.g. candidate endorsement, etc.).

Responsibility

- A. The ultimate responsibility of ensuring compliance to the Information Technology Policy, or for any directly or indirectly connected computer traffic that does or does not conform to the Acceptable Use Policy, lies exclusively with the individual user.
- B. The Applicable Department Head is responsible for ensuring that each employee has read and signed the Acceptable Use of Information Technology Resources and Services agreement upon the policy's passage or upon employee hire. This agreement will be kept in the employee's personnel file and renewed following any changes to this policy. The original signed form shall be forwarded to the Human Resources Director or the County Administrator and remain on file in the Board Office.
- C. Managers, Supervisors, and any staff with contract oversight responsibilities are responsible for ensuring that Contractors who will use or have access to county technology resources and systems read and sign the "Vendor/Contractor Information Technology Acceptable Use Policy Acknowledgement Form", and that this document is incorporated as a part of their contract.
- D. Applicable Department Heads are responsible for managing requests for exceptions through the process defined by the Information Technology Policy.

TAZEWELL COUNTY EMPLOYEE AGREEMENT FOR ACCEPTABLE USE OF INFORMATION TECHNOLOGY RESOURCES AND SERVICES

This agreement states certain expectations for the use of Information Technology resources and services. The employee is reminded of individual responsibilities regarding those resources.

- 1. All systems, and the information stored on them, are the property of Tazewell County, subject to its sole control. My department head, or their designee, has the right to access, inspect, review and/or monitor all computer and network systems accessed by me at any time, including data, e-mail, and Internet use.
- 2. Computers and networks are to be used for official county business only, except for limited personal use as approved by my department head.
- 3. All data collected, stored, processed, or disseminated by county employees is governed by the Data Practices Act and the HIPAA Act, if applicable.
- 4. Duplication of licensed software, except for backup or archival purposes, is a violation of the Federal Copyright Act and is prohibited.
- 5. I will not install software on any computer without the approval of my department head consistent with the Information Technology Policy.
- 6. I will not share any of my passwords unless required to do so by my department head.
- 7. I will use passwords, as defined in the Policy, which can not be easily guessed based upon my personal information.
- 8. Portable computers, portable storage devices, and the data (confidential or otherwise) stored on them, are susceptible to loss through theft of the computer or damage to the computer itself. Appropriate care and responsibility should be taken with computers removed from the county. If the computer assigned to me is damaged or stolen, I will notify my department head immediately.
- 9. I understand that unacceptable computer or network uses include: illegal activities; threatening, intimidating, offensive, or inappropriate use; misrepresentation of user identification; inappropriate dissemination of public information; discrimination; commercial use; unauthorized activity outside the county's Charitable Funds policy; activities which violate Information Technology security; copyright violations; or unnecessary use of Information Technology resources.

Technology resources.		
Employee Signature	Date	

COMMITTEE REPORT

HR-10-21

Motion by Member Antonini, Second by Member Berardi to approve Res#15.

Carried by Voice Vote.

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve a replacement hire for a Tax Consultant position in the Treasurer's department; and

WHEREAS, the Tax Consultant position is a Grade 11 with a hiring range of \$9.702-\$10.079 per hour.

THEREFORE BE IT RESOLVED by the County Board that the Treasurer be authorized to hire a Tax Consultant.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Treasurer's Department and the Payroll Division of this action.

PASSED THIS 26TH DAY OF MAY, 2010.

ATTEST:

County Clerk

County Board Chairman

Motion by Member Donahue, Seconf by Member Imig to approve Appointments a-f. Carried by Voice Vote.

E-10-38

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

<u>Clinton Sommer</u> who resides at <u>RR #1, Box 61, Metamora, IL 61548</u> to the <u>Central Fire Protection</u> District for a term commencing <u>April 30, 2010</u> and expiring <u>April 30,2012</u>.

COMMITTEE REPORT

TO:

Tazewell County Board

FROM:

Executive Committee

This Committee has reviewed the reappointment of Clinton Sommer to the Central Fire Protection

District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of <u>Clinton Sommer</u> to the <u>Central</u> Fire Protection District.

The County Clerk shall notify the County Board Office (2-copies) and the County Board Office will notify Andrew Lankton, 120 S Main St., PO Box 207, Eureka, IL 61530 of this action.

PASSED THIS 28th DAY OF April, 2010.

ATTEST:

Tazewell County Clerk

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

<u>James L. Curto</u> who resides at <u>11683 Wagonseller Rd.</u>, <u>Pekin, IL 61554</u> to the <u>Cincinnati Fire Protection District</u> for a term commencing <u>May 26, 2010</u> and expiring <u>April 30,2012</u>.

COMMITTEE REPORT

TO:

Tazewell County Board

FROM:

Executive Committee

This Committee has reviewed the reappointment of <u>James L. Curto</u> to the <u>Cincinnati Fire Protection</u>

District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of <u>James L. Curto</u> to the <u>Cincinnati</u> Fire Protection District.

The County Clerk shall notify the <u>County Board Office (2-copies)</u> and the County Board Office will notify <u>Mark J. McGrath, P.C., 113 S Main St., PO Box 139, Mackinaw, IL 61755</u> of this action.

PASSED THIS 26th DAY OF May, 2010.

ATTEST:

Tazewell County Clerk

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

Greg Sinn who resides at 607 S Locust St., Tremont, IL 61568 to the Farmland Assessment Review Committee for a term commencing May 1, 2010 and expiring April 30, 2012.

COMMITTEE REPORT

TO:

Tazewell County Board

FROM:

Executive Committee

This Committee has reviewed the reappointment of Greg Sinn to the Farmland Assessment Review

Committee and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of <u>Greg Sinn</u> to the <u>Farmland</u> Assessment Review Committee.

The County Clerk shall notify the <u>County Board Office (2-copies)</u> and the County Board Office will notify Gary Twist, Supervisor of Assessments of this action.

PASSED THIS 26th DAY OF May, 2010.

ATTEST:

Tazewell County Clerk

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

<u>John Zimmerman</u> who resides at <u>125 S Oklahoma</u>, <u>Morton</u>, <u>IL 61550</u> to the <u>Farmland Assessment</u> Review Committee for a term commencing <u>May 1, 2010</u> and expiring <u>April 30, 2012</u>.

COMMITTEE REPORT

TO:

Tazewell County Board

FROM:

Executive Committee

This Committee has reviewed the reappointment of John Zimmerman to the Farmland Assessment Review Committee and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of <u>John Zimmerman</u> to the Farmland Assessment Review Committee.

The County Clerk shall notify the <u>County Board Office (2-copies)</u> and the County Board Office will notify <u>Gary Twist</u>, <u>Supervisor of Assessments</u> of this action.

PASSED THIS 26th DAY OF May, 2010.

ATTEST:

Tazewell County Clerk

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

<u>Keith Haning</u> who resides at <u>27215 Boynton Road</u>, <u>Delavan IL 61755</u> to the <u>Farmland Assessment</u> Review Committee for a term commencing May 1,2010 and expiring April 30, 2012.

COMMITTEE REPORT

TO:

Tazewell County Board

FROM:

Executive Committee

This Committee has reviewed the reappointment of	f Keith Haning) to the Farmland Assessment
Review Committee and we recommend said reapport	pintment be approved.
	Jun Con 2
Live Off	Tarroll Imig
Les Waltendam	Jan Donahue

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Keith Haning to the Farmland Assessment Review Committee.

The County Clerk shall notify the <u>County Board Office (2-copies)</u> and the County Board Office will notify <u>Gary Twist</u>, <u>Supervisor of Assessments of this action</u>.

PASSED THIS 26th DAY OF May, 2010.

ATTEST:

Tazewell County Clerk

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

<u>Virgil H. Urban</u> who resides at <u>115 Morton St., Creve Coeur, IL 61610</u> to the <u>Greater Creve Coeur Sanitary District</u> for a term commencing <u>May 1, 2010</u> and expiring <u>April 30,2013</u>.

COMMITTEE REPORT

TO:

Tazewell County Board

FROM:

Executive Committee

This Committee has reviewed the reappointment of <u>Virgil H. Urban</u> to the <u>Greater Creve Coeur</u> Sanitary District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of <u>Virgil H. Urban</u> to the <u>Greater Creve Coeur Sanitary District.</u>

The County Clerk shall notify the <u>County Board Office (2-copies)</u> and the County Board Office will notify <u>Larry Paluska</u>, 155 E Washington St., <u>East Peoria</u>, <u>IL 61611</u> of this action.

PASSED THIS 26th DAY OF May, 2010.

ATTEST:

Tazewell County Clerk

COMMUNICATIONS

- * Member Vanderheydt has questions for Sheriff Houston regarding County owned vehicles and questions on jail overtime. (questions on page that follows)
- * All Board Members and Sheriff are to receive questions to be reviewed.
- * Questions will also be posted in the Minutes.
- * Member Stanford Will there be another appeal to the Correction Officer Lawsuit?
- * Sheriff Houston No decisions yet
- * Member Stanford Are they back at work?
- * Sheriff Houston no
- * Member Stanford Will they come back?
- * Sheriff Houston Will be speaking with the attorneys tomorrow (May 27, 2010)
- * Member Crawford has given legislation to the Board Members with an email
- * June 16th 2010 FOIA and OMA Meeting
- * Member Crawford will be putting FOIA update in County Board Members inboxes

Questions Member Vanderheydt has for Sheriff Houston.

COUNTY OWNED VEHICLES

Has the County owned squad cars / motorcycles or any other County owned vehicles been driven outside of Tazewell County?

If so...

When?

Where?

Why?

By who?

Was it for official use?

How many times?

How many vehicles?

Where personal in uniform and on paid status?

How much time did it take?

How many miles?

What was the complete cost? (manpower/ vehicle/ gas)

Questions on policies & procedures of the Tazewell County Sheriff's Department.

Is it true the Sheriff hired an outside Agency/ Contractor/ firm to rewrite the Policies & Procedures?

If so...

Why?

How much total time and cost?

Why? Couldn't the current command structure develop and update policies? Wouldn't it be cheaper to stay in house and save taxpayers money?

Questions on jail overtime

Is it true the jail has two sets of records (books) on jail overtime? If so...

Why?

Whats the purpose?

Is the patrol duties overtime handled in the same way?

If so...

Why?

The Merit Commission again issued a summary judgment in favor of three corrections officers.

Are they to return to work with back pay?

Are you going to accept that decision or take it another step? As this has cost the taxpayers \$350,000 to \$400,000.00 already.

TAZEWELL COUNTY AUDITOR'S OFFICE

SUBMITTED BY: VICKI E. GRASHOFF **TAZEWELL COUNTY AUDITOR**

ACCOUNTING DIVISION EXPENSE REPORT

SUBMITTED TO: TAZEWELL COUNTY BOARD

Wednesday, May 26, 2010 **Board Meeting**

PAGE	REPORT:	FUND:	DEPT:	EXPENDITURES:
1	County Board (Spec Per Diem)	100	111	\$1,740.00
2	County Board (Mo. Salary)	100	1 11	\$4,200.00
3	County Board (Liquor Comm)	100	111	\$500.00
4	County Board	100	111	\$5,121.49
5	Circuit Clerk	100	121	\$73.50
6	Public Defender	100	123	\$137.20
7,8	States Attorney	100	124	\$14,530.07
9	Jury Commission	100	125	\$830.24
10	External Audit	100	150	\$14,000.00
11	County Clerk/Elections	100	152	\$54,045.56
12	County Recorder of Deeds	100	153	\$50,117.75
13	County Treasurer	100	155	\$269.00
14	ZBA Per Diem	100	16 1	\$420.00
15	Community Development	100	161	\$1,154.20
16,19	Building Administration	100	1 81	\$70,095.10
20,21	Justice Center	100	182	\$36,297.31
22,24	Merit Commission	100	211	\$720.00
25,27	Sheriff	100	211	\$173,772.44
28	E.M.A.	100	213	\$1,843.00
29	Court Security	100	214	\$2,072.12
30,32	Crt Serv Probation Upgrade	100	230	\$20,921.51
33	Court Services	100	231	\$15,839.25
34	Coroner	100	252	\$7,820.05
35	Regional Office of Education	100	711	\$85.00
36	Courts	100	800	\$14,426.08
37,39	County General	100	913	\$71,451.30
********C	ounty General Expenditures*****			\$562,482.17
40	Township Bridge Fund	201	311	\$3,098.48
41,43	County Highway Fund	202	311	\$ 61,007.58
44	County Motor Fuel Tax Fund	203	311	\$11,418.00
45	Twp. Road Motor Fuel	204	31 1	\$7,321.56
46	County Bridge Fund	205	3 1 1	\$66,499.82
47	Matching Tax Fund	206	311	\$5,738.00
48,49	Veterans Assistance	208	422	\$9,785.83
50,51	Animal Control	211	411	\$9,419.65
52	Health Internal Service	249	914	\$178,662.08
53	Treasurer's Automation Fund	252	155	\$2,213.42
54	Solid Waste	254	112	\$37,532.51
55	Court Services Grant Fund	262	231	\$3,873.94
56	Debt Services Fund	300	181	\$290.00
*******Sp	ecial Fund Expenditures*******			\$396,860.87

Motion by Member Stanford, Second by Member Sundell to approve the Bills. Approved by Roll Call Vote. Aye: Ackerman, Antonini, Berardi, Carius, Crawford, Donahue, Hahn, Harris, Hillegonds, Hobson, Imig, Meisinger Neuhauser, Palmer, Sinn, Stanford, Sundell, Vanderheydt and VonBoeckman.

Nay: 0

Absent: B.Grimm and D.Grimm

*******TOTAL EXPENDITURES*********

\$959,343.04

To: The Tazewell County Board

Fund 100

Department: 111

April, 2010

The Tazewell County Auditor, Vicki Grashoff reports that the following claims have been audited and recommends that the same be allowed: and that orders be issued to the several claimants for the indicated amounts to be paid from the appropriate fund:

Emp No:	Claimant	Nature of Claim	Amount	Account:
19	Ackerman, John	Spec Per Diem	\$0.00	511-080
19	Antonini, Joyce	Spec Per Diem	\$60.00	511-080
23	Berardi, Joseph	Spec Per Diem	\$0.00	511-080
5	Carius, James	Spec Per Diem	\$60.00	511-080
62	Crawford, K. Russell	Spec Per Diem	\$360.00	511-080
30	Donahue, Jan	Spec Per Diem	\$180.00	511-080
68	Grimm, Brett	Spec Per Diem	\$0.00	511-080
8	Grimm, Dean	Spec Per Diem	\$300.00	511-080
67	Hahn, Paul	Spec Per Diem	\$0.00	511-080
36	Harris, Michael	Spec Per Diem	\$120.00	511-080
6	Hillegonds, Terry C.	Spec Per Diem	\$0.00	511-080
56	Hobson, Lincoln C.	Spec Per Diem	\$0.00	511-080
20	Imig, Carroll	Spec Per Diem	\$60.00	511-080
66	Meisinger, Darrell	Spec Per Diem	\$180.00	511-080
61	Neuhauser, Tim	Spec Per Diem	\$60.00	511-080
43	Palmer, Rosemary	Spec Per Diem	\$120.00	511-080
16	Sinn, Greg	Spec Per Diem	\$60.00	511-080
48	Stanford, Mel	Spec Per Diem	\$0.00	511-080
54	Sundell, Sue	Spec Per Diem	\$60.00	511-080
50	Vanderheydt, Jerry	Spec Per Diem	\$60.00	511-080
44	VonBoeckman, Terry	Spec Per Diem	\$60.00	511-080
	Auditor's Total:		\$1,740.00	

Expenditure Report:



To: The Tazewell County Board

Fund 100

Department: 111

April, 2010

The Tazewell County Auditor, Vicki Grashoff reports that the following claims have been audited and recommends that the same be allowed: and that orders be issued to the several claimants for the indicated amounts to be paid from the appropriate fund:

Emp No	: Claimant	Nature of Claim	Amount	Account:
49	Ackerman, John	Salary	\$200.00	511-090
19	Antonini, Joyce	Salary	\$200.00	511-090
23	Berardi, Joseph	Salary	\$200.00	511-090
5	Carius, James	Salary	\$200.00	511-090
62	Crawford, K. Russell	Salary	\$200.00	511-090
30	Donahue, Jan	Salary	\$200.00	511-090
68	Grimm, Brett	Salary	\$200.00	511-090
8	Grimm, Dean	Salary	\$200.00	511-090
67	Hahn, Paul Salary		\$200.00	511-090
36	Harris, Michael	Salary	\$200.00	511-090
6	Hillegonds, Terry C.	Salary	\$200.00	511-090
56	Hobson, Lincoln C.	Salary	\$200.00	511-090
20	Imig, Carroll	Salary	\$200.00	511-090
66	Meisinger, Darrell	Salary	\$200.00	511-090
61	Neuhauser, Tim	Salary	\$200.00	511-090
43	Palmer, Rosemary	Salary	\$200.00	511-090
16	Sinn, Greg	Salary	\$200.00	511-090
48	Stanford, Mel	Salary	\$200.00	511-090
54	Sundell, Sue	Salary	\$200.00	511-090
50	Vanderheydt, Jerry	Salary	\$200.00	511-090
14	VonBoeckman, Terry	Salary	\$200.00	511-090
	Auditor's Total:		\$4,200.00	

Expenditure Report:

To: Tl	he Tazewell County Board	Fund 100	Depa	rtment: 111
een at	Tazewell County Auditor, udited and recommends that	it the same be allowed: an	ad that orders be iss	ued to the
ervera	al claimants for the indicate	d amounts to be paid from	m the appropriate f	und:
<u> </u>	Claimant	Nature of Claim	Amount	Account:
2	David Zimmerman	Liquor Comm.	\$500.00	511-020
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	Auditor's Total:		\$500.00	<u> </u>

THESWELL COUNTY

			check#2404 05-07-10	
Expense-Amount	26.99	280.00	60.50 110.00 111.00 30.00 32.00 52.00 54.00 54.00 36.00 39.00 39.00 39.00 30.00 48.00 32.00 48.00 32.00 48.00 32.00	4,019.00 5,121.49
Invoice-Numb	05010	42-0510	25-0510 26-0510 39-0510 39-0510 39-0510 155-0510 17957-0510 64636-0510 77953-0510 77953-0510 87928-0510 87928-0510 87928-0510	MANUAL TOTAL GRAND TOTAL
COUNTY BOARD (100-111)	OFFICE SUPPLIES PLAN* FLDNG CRT MAILRM 100-111	BOARD CHAIRMAN TRAVEL D	MILEAGE 100-111 COMPUTER SUPPORT 100-111 COMPUTER SUPPORT 100-111 DUES & SUBSCRIPTIONS DY ILLINOIS FYIO MEMBERSHIP DUES	
Vend-Name	-522-010 STAPLES CREDIT	100 m 10 2 12 2 2 IMMERMAN*J DAVID	-533-300 CARIUS*JAMES CRAWFORD*K RUSSE GRIMM*DEAN IMIG*CARROLL SINN*GREG PALMER*ROSEMARY DONAHUE*JANET HARRIS*MICHAEL VONBOECKMAN*TERR ACKERMAN*JOHN C SUNDELL*SUE HOBSON*LINCOLN C MEISINGER*DARREL NEUHAUSER*TIMOTH HAHN*PAUL HIZEY*SCOTT HIZEY*SCOTT AETRO COUNTIES (MAY, 2010

Expenditure Accounts Claims Docket

TENDOO GROWEST

Invoice-Numb

Expense-Amount

73.50

ILL CRIMINAL LAW BOOK 100-121 820417122

BOOKS & RECORDS

CIRCUIT CLERK (100-121)

Comty Vend-No Vend-Name

73.50

TOTAL:

1 000-121-522-030
4 3 MEST PAYMENT CENTER*

4 3 MEST PAYMENT CENTER*

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INCOUNTY COUNTY

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Expense-Amount	37.20	37.20 100.00 check#2375 04-23-10	100.00	
Expe				
Invoice-Numb	42487	TOTAL:	MANUAL TOTAL GRAND TOTAL	
Comty Vend-No Vend-Name PUBLIC DEFENDER (100-123)	da 123~522-030 BOOKS & RECORDS GRANT ISBA*	H D D M-123-533-910 MO9 BRADLEY UNIVERSITY ED & TRAINING GRANT TRAFFIC CONFERENCE	HE COUNTY BOARD MEETING HELD	O THE 26TH DAY OF MAY, 2010

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Claims Docket Expenditure Accounts

TAZEWELL COUNTY

Somty Vend-No	Vend-Name STATES	ATTORNEY (100	(100-124)	Invoice-Numb	Expense-Amount
✓	-522-010 WILL HARMS CO* WIDMER INTERIORS INC*	OFFICE SUPPLIES DY	ES DYMO LABELS 100-124 FILE CABINET KEY 100-124	29234 588753	132.54 20.00
1000 43 1008 FROM T年 108 109 100 100 100 100 100 100 100 100 100	-522-030 WEST PAYMENT CENTER* WEST PAYMENT CENTER* PEKIN DAILY TIMES* JOURNAL STAR*	BOOKS & RECORDS WE BO TI	STLAW 4/10 100-124 OK 100-124 MES NEWSPAPER 100-124 WSPAPER 100-124 BA CRIMINAL LW BOOK 100-124	820517582 820614564 4330~0510 1059159-0510 1321-0510C	872.90 291.25 133.00 135.20 107.50
1000024- 968, franco 741, 241, 24-	L533-050 STATE'S ATTORNEYS APPELI MILLER HALL & TRIGGS*	SGAL SERVICE LATE PROS*	SS SHERIFF 100-124 SHERIFF MERIT COMM. 100-124	15222 9	2,460.00
2 4	-533-140 SHANE*JULIA SHANE*JULIA HARRIS*E SCOTT KOLLER*KATHERINE F	COURT REPORTI	TNG FEES GRAND JURY 4/29 100-124 TRANSCRIPT 100-124 TRANSCRIPT 100-124 GRND JURY 4/15 100-124 TRANSCRIPT 100-124	042910 09-CM-955 061407 041510 10-0P-249	602.50 315.00 65.50 552.00 6.50
</td <td>-533-330 INMATE SERVICES CORP*</td> <td>EXTRADITION</td> <td>TRANSPORT 100-124</td> <td>1008-11151</td> <td>1,039.00</td>	-533-330 INMATE SERVICES CORP*	EXTRADITION	TRANSPORT 100-124	1008-11151	1,039.00
Ω Δ.	-533-400 JOURNAL STAR* JOURNAL STAR* JOURNAL STAR* JOURNAL STAR*	LEGAL NOTICES	09-JA-75 100-124 10-JA-42 100-124 10-JD-21 100-124 10-JD-30 100-124 08-JA-167 100-124	IN142502 IN143612 IN143848 IN146859 IN152813	166.14 40.56 40.56 39.78 163.80
e# 6	-533-700 VISA*	VEHICLE MAINT	MAINTENANCE OIL CHANGE IMPALA 100-124	1321-0510D	36.25
100-99 70738 70738	-544-000 VISA* VISA*	MISC EQUIPMENT D	IT DIGITAL STORAGE DISC 100-124 WORDPERFECT UPGRADE 100-124	1321-0510A 1321-0510B	14.10 259.99

PML 8 11:36:53 A20300 05/12/2010

> Expenditure Accounts Claims Docket

STATES ATTORNEY (100-124)

/end-No Vend-Name

Comty

Invoice-Numb

Expense-Amount

7,704.07

TOTAL:

PROF. DUES AND INSURANCE LEGAL SERVICES 10倍124-522-140 PROF. DUES 11156 NOTARY ASSOC. OF ILLINOIS 10倍124-533-050 LEGAL SERVI

SHERIFF

WITNESS FEES

WITNESS FEES

MILLER, HALL & TRIGS, LLC

DUES AND INSURANCE

6,743.00 check#2376 04-23-10

45.00 check#2387 04-29-10

38.00 check#2368 04-16-10

6,826.00 MANUAL TOTAL 14,530.07 GRAND TOTAL

167

Expense~Amount	83.89	733.76	830.24
Invoice~Numb	1707352-0510	4781507 4839922	TOTAL:
COMMISSION (100-125)	OFFICE SUPPLIES BTL WTR, DEPO EQUPT 100-125	MISC EQUIPMENT OFFICE SUPPLIES 100-125 OFFICE SUPPLIES 100-125	
Somty Vend-No Vend-Name JURY CO	00a125-522-010 7 O HINCKLEY SPRINGS*	000125-544-000 342 QUILL CORPORATION* 340 QUILL CORPORATION*	ROM THE COUNTY BOARD MEETING HELD THE 26TH DAY OF MAY, 2010

168

TTMONO MATCHETT

Expense-Amount	00.000,7	7,000.00	14,000.00
Invoice-Numb	33335-A	333336-B	TOTAL:
Somty Vend-No Vend-Name AUDIT (100-150)	100-150-533-100 1233 CLIFTON GUNDERSON LLP*	100m150-533-140 123m2 CLIFTON GUNDERSON LLP*	S FROM THE COUNTY BOARD MEETING HELD THE 26TH DAY OF MAY, 2010

A20300 PML // 05/12/2010 11:36:53

Claims Docket Expenditure Accounts

Invoice-Numb Expense-Amount	0 189.00 43.16	•	638322 7.00	-0510 9-0510 11.00	31.13 650 1,057.05 690 25901 413.05 34 551.09 440 534.75	1 21,202.20	TOTAL: 24,530.56 29,515.00 check#2377 04-23-10	MANITAL TOTAL 29.515.00
(100-152)	PLIES 2 LASER JET TONER CART 100-152 67790 CORRECTION TAPE100-152 48738	RECORDS 2 BNDRS VITAL STAT 100-152 1911	PLIES ELEC CELL PHONES 100-152 2386	MILEAGE IACO CONF 100-152 1239- MILEAGE IMRF TRAIN 100-152 92389	SHOP TOWELS & RUG 100-152 5674691 PAPER SUPPLIES-100-152 35y25650 PAPER SUPPLIES 100-152 35y26690 * LAMINATOR AND SUPPLIES 100-152 PSI012590 PRESS SUPPLIES 100-152 3160634 PRESS SUPPLIES 100-152 3163040 PRESS SUPPLIES 100-152 3163040	EQUIPMENT MAINT SOFTWARE LICENSE 100-152 60198	VICE VEMACS SOFTWARE/LICENSEPAYMENT	
Comty Vend-No Vend-Name CO. CLERK/ELECTIONS	100 1 152-522-010 254 3 LASERPRO* 734 3 QUILL CORPORATION*	-522-030 LIBERTY SYSTEMS LLC*	1002152-522-080 7314 VERIZON WIRELESS*	100 0 152-533-300 123€ WEBB*CHRISTIE A 923æ9 MELVIN*TERESA	100 0 52-533-410 54 WAAMARK UNIFORM SERVICES INC* 150 MIDLAND PAPER* 150 MIDLAND PAPER* 260 MIDLAND PAPER* 260 MIDLAND PAPER* 260 MIDLAND PAPER* 789 MIDLAND PAPER*	SLECTIONS	E 100 <u>9</u> 152-533-010 822 <u>k</u> 5 LIBERTY SYSTEMS, LLC	·, 201

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Expenditure Accounts Somty Jend-No

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	(100–153)
	DEEDS
	0 F
	RECORDER
	Vend-Name
	tty .d-No

RECORDER OF DEEDS (100-153)

OFFICE SUPPLIES PRINTER RIBBONS 100-153

PC ASSOCIATES*

Invoice-Numb

Expense-Amount

117.75

117.75

0308104

TOTAL:

50,000.00 check#2374 04-23-10

REVENUE STAMPS

REVENUE STAMPS

ILLINOIS DEPT. OF REVENUE

100-153-522-010
7564-153-522-010
00-441-011
11LINOIS
1.00-153-522-010
00-441-011
11LINOIS

50,000.00 MANUAL TOTAL

50,117.75

GRAND TOTAL

171

Expense-Amount

Invoice-Numb

269.00

04100391

OFFICE SUPPLIES PHONE HEAD SET 100-155

RCM & ASSOCIATES*

269.00

LINOUS HURWROLL

Expenditure Accounts

Somty Vend-No Vend-Name

TREASURER (100-155)



Expenditure Report: May 2010

To: The Tazewell County Board Fund: 100 Department: 161

The Tazewell County Auditor, Vicki Grashoff reports that the following claims have been audited and recommends that the same be allowed: and that orders be issued to the serveral claimants for the indicated amounts to be paid from the appropriate fund:

			<u>;</u>	
No.	Claimant	Nature of Claim	Amount	Account:
1	James Newman, Chairman	ZBA-Per Diem	\$60,00	533-060
2	Robert E. Vogelsang	ZBA-Per Diem	\$60.00	533-060
3	Mary Hoeft	ZBA-Per Diem	\$60.00	533-060
4	Loren Toevs	ZBA-Per Diem	\$60.00	533-060
5	Duane Lessen	ZBA-Per Diem	\$0.00	533-060
6	Monica Connett	ZBA-Per Diem	\$60.00	533-060
7	Ken Zimmerman	ZBA-Per Diem	\$60.00	533-060
8	Phil Webb (Alternate)	ZBA-Per Diem	\$60.00	533-060
9	Sandy May (Alternate)	ZBA-Per Diem	\$0.00	533-060
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Expense-Amount	155.	79.	.99	181 181 20. 16. 16. 17. 173. 173.
Invoice~Numb	1339-0510	05078	77739-0510	296-0510 1210-0510 40817AN 6268-0510 10667-0510 66724-0510 69484-0510 69484-0510 88340 88340 041410
NT (100-161)	IES SIGNS/MCKNW LND SALE 100-161	PLIES JUDYS PRINTER 100-161	MARCH GASOLINE 100-161	MAY MILEAGE 100-161 MAY MILEAGE 100-161 APRIL ZBA TRANSCRIPT 100-161 MAY MILEAGE 100-161 MAY MILEAGE 100-161 MAY MILEAGE 100-161 MAY MILEAGE 100-161 APRIL/MAY MILEAGE 10-161 LEASE NOTICE 100-161 LEASE NOTICE 100-161 MAY LEGAL NOTICE 100-161 MAY LEGAL NOTICE 100-161
COMMUNITY DEVELOPMENT	OFFICE SUPPL	COMPUTER SUP	GASOLINE .VEHICLE MAINT DEPT	ARTING SERVICE INC* ERT ANTING SERVICE INC* ANTIEAGE STAL INES* IMES* SHING CO (MORTON)*
Vend-Name O	-522-010 VISA*	-522-013 STAPLES CREDIT	-522-100 CITY OF PEKIN -	-533-060 CONNETT*MONICA TOEVS*LOREN ALLIANCE REPORTING VOGELSANG*ROBERT NEWMAN*JAMES A ZIMMERMAN*KENNETH WEBB*JOHN P HOEFT*MARY L -533-300 DEININGER*KRISTAL PEKIN DAILY TIMES* PEKIN DAILY TIMES* COURIER PUBLISHING
Comty Vend-No	100-161-70 3 0-161-	-161	104-161- 108-161- 7708:	- 161 - 161 - 161

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Claims Docket Expenditure Accounts

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4,553.77 33.67 63.54 72.79 79.18 107.42 32.73 68.58 3,434.87 53.94 29.96 38.35 97.37 121.17 41.34 66.45 Expense-Amount 374.00 20.00 404.55 713.65 304070156-0510 Invoice-Numb 2990747-0510 9252271-0510 2125457-0510 3470930-0510 4772787-0510 7451307-0510 9253631-0510 9254107-0510 L002412-0510 6946317-0510 2384568568 70727-0510 221555568 222374977 T3528775E 012847 1751 1048 76440 57480 29666 SHERIFF PRIVATE LINE 100-181 SHERIFF PRIVATE LINE 100-181 CLEANING HRD FIRS 100-181 100-181 MOBILE PHONE SVC 100-181 MO SVC 100-181 CLN, MCK.TAZ, EMA 100-181 GENERATOR FUEL 100-181 MILEAGE RIEMB 100-181 EMA/DARE FAX 100-181. DARE-EMA 100-181 LIGHT BULBS 100-181 CO. PAGERS 100-181 SUBSTATION 100-181 SUPPPLIES 100-181 SUPPLIES 100-181 CLEAN CRTHS/OPO EMA FAX 100-181 SHERIFF 100-181 LAMPS 100-181 CLEANING SERVICE SUPPLIES EMA 100-181 PAGER SERVICE EMA 100-181 EMA 100-181 EMA 100-181 (100-181)SERVICE BUILDING MAINTENANCE PROFESSIONAL CLEANING SVC OF CTRL JANITORIAL CELLULAR & TELEPHONE ELECTRIC MILEAGE LAMPS CLEMMERS JANITORAL SERVICE* INC. HOE USA MOBILITY WIRELESS VERIZON WIRELESS* UMHOLTZ*STEWART TREMONT OIL CO* NORTH* NORTE* NORTH* VERIZON NORTH* NORTH* NORTH* NORTE* CENTURYLINK* BOZARTH*TOBY AMSAN LLC* AMSAN LLC* Vend-Name TCRC INC* MENANDS* MENARDS* 100d 181-522-080
29830 AMSAN LL
29830 AMSAN LL
29830 AMSAN LL
100d 181-522-410
80 SS MENARDS*
80 AMSAN LL
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100d 181-533-030
100d 181-533-030
102d AT&T*
102d AT& VERIZON VERIZON VERIZON VERIZON VERIZON VERIZON 100<u>6</u>181-533-300 707**2**7 BOZARTH 100**1**181-533-600 10574 TREMONT 100-181-533-620 Vend-No THE 26T

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Expense~Amount	508.18 317.70 24.21 24.021 93.93 0.71.21 79.59 142.76 143.92 44.96 44.96 8,190.38	116.92 207.03 150.66 36.19 12.81 16.07 56.86	30.00 200.00 75.00 45.00	19.57 183.34 76.22 41.20
Invoice-Numb	0432120171-0510 1030794006-0510 1329512003-0510 1606759006-0510 3488850005-0510 4109289052-0510 6123448013-0510 6246615000-0510 7027064571-0510 7027064571-0510 933705532-0510 9551284000-0510 9569812254-0510	0902079847-0510 0902080126-0510 0902080134-0510 090208025-0510 0902286947-0510 0902291442-0510	182736 182738 182966 183426 1008020-0510	118713 118714 118715 118716
ANCE (100–181)	334 ELIZABETH 100-181 15 S CAPITOL 100-181 15 S CAPITOL 100-181 15 S CAPITOL 100-181 15 S CAPITOL 100-181 11 S. 4TH STREET 100-181 11 S CAPITOL 100-181 11 S CAPITOL 100-181 11 S CAPITOL 100-181 17 S CAPITOL 100-181 17 S CAPITOL 100-181 18 S CAPITOL 100-181 19 S CAPITOL 100-181 15 S CAPITOL 100-181 15 S CAPITOL 100-181 15 S CAPITOL 100-181 16 COURT 100-181 17 S CAPITOL 100-181 18 S CAPITOL 100-181 18 S CAPITOL 100-181 19 S CAPITOL 100-181	334 ELIZABETH 100-181 360 COURT 100-181 11 S. 4TH STREET 100-181 418 COURT ST 100-181 EMA 100-181 EMA 100-181 334 ELIZABETH 100-181 ARCADE BLDG 100-181	EMA 100-181 RODENT CONTROL EMA 100-181 MCKENZIE 100-181 OPO 100-181 PEST CONTROL 100-181	COLLECTION GUN RANGE 100-181 MCKENZIE 100-181 OPO 100-181 TAZEWELL BLDG 100-181
Vend-Name BUILDING MAINTENANCE	AMEREN CILCO*	533-630 ILLINOIS AMERICAN WATER COMPANY*	533-640 MARKLEY'S PEST ELIMINATION*	533-660 X WASTE INC* X WASTE INC* X WASTE INC* X WASTE INC*
Somty Vend-No	PROCEEDINGS FROM THE COUNTY BOA		HDAY OF MAY, 201	1

TAZEWELL COUNTY

Claims Docket Expenditure Accounts

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BUILDING MAIN	NTENANCE SUPPLIES 100- SUPPLIES 100- SUPPLIES 100-	നനവ	46.72 81.59 171.69
SS* INC* INC* NG ROOFING CO INC* NC SECURITY SOLUTIONS* SANITARY/HUNTER SEWER SVC*	ES 100-181 NDICAP DR MCK 100-18 NDICAP DR MCK 100-18 OF @ ARCADE 100-181 R BANK BAG 100-181 CRTHSE URINAL 100-18	81352 82792 62134 62192 108789 132682 68328	302.47 417.84 192.00 115.00 563.00 6.99
* MECHANICAL SERVICES INC*	R 100-	043	
ELEVATOR MAIN	MAINTENANCE MONTHLY SVC 100-181	220375349~A	501.00
GROUNDS MAINT ARDS* F GREEN LAWN CARE* HERITAGE LANDSCAPING, INC* LAND'S LAWN MOWER HOSPITAL INC*	TENANCE SUPPLIES 100-181 CONTRACT 100-181 LANDSCAPE MATERIALS 100-181 LAWN MOWER BLADES 100-181	80271 448088 131914 252815	62.86 68.20 190.54 45.98
44-200 SEICO INC* VONDERHEIDE FLOOR COVERINGS CO INC GRAYBAR ELECTRIC COMPANY INC* GRAYBAR ELECTRIC COMPANY INC* GRAYBAR ELECTRIC COMPANY INC* GRAYBAR ELECTRIC COMPANY INC* FASTENAL COMPANY*	A REMODELING ALARM SYSTEM RPRS 100-181 CARPETING AUDITORS OFF 100-181 PHS 1 TAZ BLDG ELEC. 100-181 PHS 1 TAZ BLDG ELECTRICAL 100- PHS 1 TAZ BLDG FSTNRS 100-181 FASTERNERS 100-181	62267 3742 947005271 947005272 947126303 947126304 947177105 ILPEK42590 ILPEK43142	605.00 1,860.00 189.07 19.52 270.71 110.38 192.24 53.93

CAP. PROJECT 11/ACQUISITIONS

100-181-544-300

Somty Vend-No	Vend-Name	JUSTICE	CENTER (1	(100–182)	Invoice-Numb	Expense-Amount	
22	522-070 SEARS COMMERCIAL	ONE*	CLOTHING	WORK CLOTHES 100-182	7456693	256.79	
10001 298 90 2 2988 2988 2988 2988	522-080 AMSAN LLC* AMSAN LLC* AMSAN LLC*	we.	CLEANING SE	SUPPLIES SUPPLIES 100-1 SUPPLIES 100-1	2155	8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	
HFMOX				TOOR BUFF TIES 100-1	217 217 218	99 935 7.08 0.09	
E COUNT 6000 6000 6000 6000 6000	AMSAN LLC* SUNRISE SUPPLY* SUNRISE SUPPLY*	4 € 48		S S S E E E E E E E E E E E E E E E E E	33.7	1,154.97 1,001.13 491.60	
1004 674 0 0 85	522-410 GRAYBAR ELECTRIC	COMPA	LAMPS NY INC*	LIGHT BULBS 100-182	947275112	32.40	
1	522-710 HEART OF ILLINOIS	SALT	SALT SERVICE*	SALT 100-182	44617	322.50	
100 0 182 184 9 1	533-030 CLEMMERS JANITORAL	(A) (F) (C)	JANITORIAL VICE*	SERVICE JANITORIAL SVC JC 100-182	1047	4,100.00	
32-	533-620 AMEREN CILCO* SEMPRA ENERGY	SOLUTIONS	ELECTRIC/GA S LLC*	18 101 S CAPITOL ST 100-182 MAR 9-APRIL6 100-182	6141434333-0510 1390463A	7,589.98	
4	533-621 TREMONT OIL CO	-K	GENERATOR E	FUEL GENERATOR FUEL 100-182	29665	1,168.76	
- 2010 5167 2160 2160 2160 2160	533-630 ILLINOIS AMERICAN ILLINOIS AMERICAN	**************************************	WATER R COMPANY* R COMPANY*	JUSTICE CENTER 100-182 JUSTICE CENTER 100-182	0904974672-0510 0905172862-0510	1,455.25	
1001 1001 1000 1001	533-640 MARKLEY'S PEST	ELIMINA	PEST CONTROL TION*	OL JUSTICE CENTER 100-182	182965	120.00	
100-182- 67	533-660 WASTE MANAGEMENT*	•	GARBAGE COL	JECTION JUSTICE CENTER 100-182	2176989-2070-9	457.53	

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Expense-Amount	37.50 37.50 141.75 18.00 144.00 25.98 2,449.00	326.00 434.08 377.50	329.00	140.00	80.25 42.02	36,297.31
Invoice-Numb	5660865 5671547 76900 82074 6939 18387 S41600	09-2034 39003 S41509	220375349	I6~523680	448122 450794	TOTAL:
-182)	MAINTENANCE MAT SERVICE 100-182 MAT SERVICE 100-182 SUPPLIES 100-182 FACE SHIELD 100-182 REPAIRS @ JC 100-182 DAILY PLANNER CLNDR 100-182 1/4 BILLING TECH SPPRT 100-182 GREASE TRAP CLEAINING 100-182	EQUIP. MAINT RPR LKS IN MN LCKR RM 100-182 RPR DISH WASHER 100-182 RPR AC RTU4 100-182	INTENANCE MONTYLY SVC 100-182	EXTINGUISHER MAINT CONTRACT 100-182	MAINTENANCE LAWN MAINT CONTRACT 100-182 CONTRACT 100-182	
JUSTICE CENTER (100-182)	BUILDING RM SERVICES INC* RM SERVICES INC* INC* T PLAN* S INC* ONMENTAL*	MECHANICAL N MECHANICAL SERVICE, INC* SERVICES INC*	ELEVATOR MAINTENANCE MONIYLY	FIRE EXTING EQUIPMENT*	GROUNDS LAWN CARE* LAWN CARE*	
Somty Vend-No Vend-Name	100-182-533-720 54 AB ARAMARK UNIFO 54 OD ARAMARK UNIFO 80 DEC ARAMARK UNIFO 80 DEC ARAMARK UNIFO 826166 PEKIN WELDORS 4534 STAPLES CREDI 713682 ENTEC SERVICE 82643 MAHONEY ENVIR	32-533-731 TUCKER JOHNSC ENTEC	1008/182-533-733 1018/3 KONE INC*	100 <u>1182-533-734</u> 205 2 GETZ FIRE	1007182-533-770 33957 GOLF GREEN 33957 GOLF GREEN	6TH DAY OF MAY, 2010

EXPENDITURE REPORT

	DATE: A	PRIL 29, 2010
TO: THE TAZEWELL COUNTY BOARD	FUND: 100	DEPT: 211
THE TAZEWELL COUNTY AUDITO HAVE BEEN AUDITED AND RECOMMEND	S THAT THE SAME BE A	ALLOWED: AND THAT
ORDERS BE ISSUED TO THE SEVERAL O BE PAID FROM THE APPROPRIATE FUND		DICATED AMOUNTS TO

DEPUTY APPLICANT ORIENTATION

					MATTER 1
NO.	CLAIMANT	NATURE OF CLAIM	AMOUNT	ACCOUNT	CHECK
1	GERALD WISE	PER DIEM	\$45.00	533-960	
2	HARVEY RICHMOND	PER DIEM	\$45.00	533-960	
3	LLOYD ORRICK	PER DIEM	\$45.00	533-960	
4	JANE STAUFFER	PER DIEM	\$45.00	533-960	
5	SOLIE MYERS	PER DIEM	\$45.00	533-960	
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AUDITOR'S TOTAL: \$225.00



EXPENDITURE REPORT

DATE: MAY 1, 2010
 TO: THE TAZEWELL COUNTY BOARD FUND: 100 DEPT: 211
THE TAZEWELL COUNTY AUDITOR REPORTS THAT THE FOLLOWING CLAIMS
HAVE BEEN AUDITED AND RECOMMENDS THAT THE SAME BE ALLOWED: AND THAT
ORDERS BE ISSUED TO THE SEVERAL CLAIMANTS FOR THE INDICATED AMOUNTS TO
RE PAID FROM THE APPROPRIATE FUND:

DEPUTY APPLICANT PHYSICAL AGILITY TEST

NO.	CLAIMANT	NATURE OF CLAIM	AMOUNT	ACCOUNT	CHECK
1	GERALD WISE	PER DIEM	\$45.00	533-960	
2	HARVEY RICHMOND	PER DIEM	\$45.00	533-960	
3	LLOYD ORRICK	PER DIEM	\$45.00	533-960	
4	JANE STAUFFER	PER DIEM	\$45.00	533-960	
5	SOLIE MYERS	PER DIEM	\$45.00	533-960	
6	DONALD SHAPRE	PER DIEM	\$45.00	533-960	
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AUDITOR'S TOTAL: \$270.00

EXPENDITURE REPORT

			DATE:	MAY 5, 2010	.
	TO: THE TAZEWELL COUNT	Y BOARD FUND:	100	DEPT: 211	_
	THE TAZEWELL COUI HAVE BEEN AUDITED AND R ORDERS BE ISSUED TO THE BE PAID FROM THE APPROF	ECOMMENDS THAT TH SEVERAL CLAIMANTS RIATE FUND:	HE SAME BE S FOR THE	INDICATED AMOUNTS TO	
		DEPUTY APPLICANT	WRITTENE	XAM	······································
NO.	CLAIMANT	NATURE OF CLAIM	AMOUNT	ACCOUNT	CHECK
1	GERALD WISE	PER DIEM	\$45.00	533-960	
2	HARVEY RICHMOND	PER DIEM	\$45.00	533-960	
3	LLOYD ORRICK	PER DIEM	\$45.00	533-960	
4	JANE STAUFFER	PER DIEM	\$45.00	533-960	
5	SOLIE MYERS	PER DIEM	\$45.00	533-960	
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		AUDITOR'S TOTAL:	\$225.00		•

Expense-Amount	246.00 368.84 504.11 422.78 673.36	236.00 76.00 449.40 245.00 142.50	258.50 493.00	7,740.06	110.00	11,088.29 145.07 109.42 347.57 26.68	347.85 24.99 42.90
Invoice-Numb	62216 4873965 4991219 5170215 5283527	1009211-IN 188758 204698IN 1773 26666	83440730 83441323	238-0510	1 1313-0510B	80638 80643 1313-0510A 4555-0510 1011-0510	217313 308761 735
(100-211)	RIBBON /BADGE PRNTR 100-211 OFFICE SUPPLIES 100-211 INK TONER 100-211 INK TONER 100-211 INK TONER 100-211 PEN REFILLS 100-211	FUSES 100-211 RADAR CABLE 100-211 5 RADIO BATTERIES 100-211 RADAR CERTIFICATIONS 100-211 BADGE PLAQUE 100-211 CPR SUPPLIES 100-211	CORDS MORTON CITY DIR. 10-211 PEKIN CITY DIR. 100-211	PPLIES INMATE DRUGS 4/10 100-211	PREVENTION CRIME PREVENTION SUPPLY 100-21	SHRFF DEPT FUEL 4/10 100-211 STATES ATTY FUEL 4/10 100-211 SQUAD FUEL 100-211 SQUAD FUEL 4/10 100-211 SQUAD FUEL LOWER 100-211 CYCLE FUEL LOWER 100-211	CLOTHING POTTS 100-211 LE R. DAVIS 100-211 PETERSON 100-211
Vend-Name SHERIFF DEPT. (100-	522-010 SEICO INC* QUILL CORPORATION* QUILL CORPORATION* QUILL CORPORATION* QUILL CORPORATION* QUILL CORPORATION*	FIELD SUPPRAY O'HERRON CO INC* APPLIED CONCEPTS INC* PUBLIC SAFETY CENTER INC* MCCLAIN RADAR SERVICE LLC* COPSHOP.COM INC* CENTRAL ILLINOIS CHAPTER*	BOOKS & RE POLK GOVERNMENT & LIBRARY DIV* POLK GOVERNMENT & LIBRARY DIV*	522-050 PEKIN PRESCRIPTION LAB INC*	522-080 CRIME VISA*	522-100 CASOLINE & TAZEWELL COUNTY HIGHWAY* TAZEWELL COUNTY HIGHWAY* VISA* VISA* VISA* VISA*	522-110 LPD UNIFORMS* INTERSTATE BATTERIES OF CENTRAL PEKIN SHOE REPAIR*
Comty Vend-No	հուվ 1—1] ;;;	10001 8100111 91019	1 	THE 26TI	! ;⊶! ;→!	100 4 211-557 5 7 5 7 2 27

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BATTERY 04-1 100-211

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MAINT 04-11 100-211 MAINT 08-5 100-211

MAINT 06-2 100-211 MAINT 09-6 100-211 MAINT 06-7 100-211 4AINT 06-7 100-211

REPAIR 06-10-100-211

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Expense-Amount	14.98 86.92 164.97 129.96 145.00	590.85 554.95	430.80 316.60 503.50	16.00	4,067.49	173,673.44	99.00 check#2406	00.66	173,772.44
Invoice-Numb	1188 1189 1192 1193 1051-2046	10528 10538	88398 3527774A 957423	108C581	INV-124369	TOTAL:		MANUAL TOTAL	GRAND TOTAL
DEPT. (100-211)	HEADLIGHT 06-4 100-211 MAINT FORD 500 100-211 BRAKES 07-4 100-211 SQUAD MAINT 100-211 SQUAD WASHES 4/10 100-211	RADIO MAINTENANCE INSTALL E INSTALL E	MERIT COMMISSION DEPUTY WANT AD 100-211 DEPUTY WANT AD 100-211 DEPUTY WANT AD 100-211	REIMBURSEMENT JP* CIVIL OVERPMT 100-211	MISC EQUIPMENT LLP* BALISTIC VESTS 100-211 ,		FIELD SUPPLIES VEHICLE REGISTRATION		
Vend-Name SHERIFF	BEST AUTOMOTIVE* BEST AUTOMOTIVE* BEST AUTOMOTIVE* BEST AUTOMOTIVE* LET IT SHINE*	533-760 MOYER ELECTRONICS INCOMONES INCOM	533-960 PEKIN DAILY TIMES* TIMES NEWSPAPERS* THE PANTAGRAPH*	533-982 MIDWEST VALUTION GROUP	-544-001 DIAMONDBACK TACTICAL		1-522-011 SECRETARY OF STATE		
Comty Vend-No	90195 90195 901345 901345	FROM TH	10801 10801 10865 691 10865 691 11	100 T T T T T T T T T T T T T T T T T T	100 921	IELD [.]	100 14 827 827 11 11 11 11 11 11 11 11 11 11 11 11 11	DAY (DF MAY, 2010

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Expense-Amount	285.00 159.99 14.97 63.98	43.94	215.00	70.59 97.55 88.33 44.50 240.36 64.99	24.00	337.80	92.00	1,843.00
Invoice-Numb	9203485821 9203485839 2020055019 6826	80642	76724-0510	3468814495-0510 5064963774-0510 5918993212-0510 8964336175-0510 390465 1244205835	244037	76724-0510B	76724-0510A	TOTAL:
	FOLDING TABLE 100-213 FILE CABINET 100-213 ANSWERING MACHINE 100-213 INK CARTRIDGE 100-213	APRIL GAS USAGE 100-213	MILEAGE APRIL 100-213	21304 IL RT 9 TREMONT EMA100-2 EMA UNIT REAR TREMONT 100-213 TREMONT EMA 100-213 TREMONT EMA 100-213 TREMONT EMA 100-213 CABLE TV 100-213	MAINTENANCE CORD 100-213	GRANT LEPC CONF EXP REIMB 100-213	MILEAGE IACGP WTG 100-213	
(100-213)	OFFICE SUPPL	GASOLINE AY*	MILEAGE	GAS & ELECTRI	EQUI PMENT	HMEP LEPC GR	IECGP GRANT	
o Vend-Name E.M.A.	3-522-010 STAPLES CREDIT PLAN* STAPLES CREDIT PLAN* COOK*DAWN M	3-522-100 TAZEWELL COUNTY HIGHWA	3-533-300 COOK*DAWN M	3-533-620 AMEREN CILCO* AMEREN CILCO* AMEREN CILCO* AMEREN CILCO* SEMPRA ENERGY SOLUTION DIRECTV*	3-533-730 MOYER ELECTRONICS INC*	3-533-750 COOK*DAWN M	3-533-760 COOK*DAWN M	
Comty Vend-No	1000 45534 1000 1000 1000 1000 1000 1000 1000 10	100213 176213	100 1 213. 76734	10001 7 7 7 7 8 8 4 5 M DANOOR ALL 13. 92 2 5 M DANOOR ALL 13.	100#213 2307	100H2 767 8 4 76784	100H 76784 100	F MAY, 2010

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Expenditure Accounts Claims Docket

Expense-Amount	110.00 240.00 27.12 1,695.00 2,072.12
Invoice-Numb	62191 10052 306764 306767
00-214)	AL SERVICE CHCK ID BDG MACHINE 100-214 62191 RADIO CONTR MAY 10 100-214 10052 CORONER RADIO SVC 5/10 100-214 306764 RADIO SVC CONTR 5/10 100-214 306767
COURT SECURITY (100-214)	33-000 SEICO INC* MOYER ELECTRONICS INC* RAGAN COMMUNICATIONS INC* RAGAN COMMUNICATIONS INC*
Vend-Name	533-000 SEICO INC* MOYER ELECT RAGAN COMMI
Comty Vend-No	1004214-533-000 87 SEICO IN 230004214-533-000 126673000 RAGAN CC 126677 RAGAN CC

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1,067.00 311.88 105.54 87.44 238.99 10.72 231.00 928.16 420.50 780.00 Expense-Amount 209.39 409.36 1,414.45 67.02 12.07 50.00 441.00 29.97 38.00 Invoice-Numb 77739-0510B 7-053-87527 10816-0510A 77739-0510C DRUG TESTING SUPPLIEFS 100-230 0138536-IN MDCL EXMS FOR JV 100-230 10816-0510 12263-0510 820450429 1440-0510 341720104 1511-0510 217-0510B CVC322942 TI037055 3004313 12598-1 306761 632005 207117 207379 632004 207611 80641 DRUG TESTING SUPPLIEFS 100-230 DRUG TESTING SUPPLIEFS 100-230 DRUG TESTING SUPPLIES 100-230 WRK RELSE MNTRNG 4/10 100-230 DRUG TESTING SUPPLIES 100-230 DRUG TESTING SUPPLIES 100-230 6 CRIMINAL LAW BOOKS 100-230 ELEC MONITORING 4/10 100-230 GAS FOR SQUADS 4/10 100-230 RAY DENNISON CHEVROLET INC* VEHICHLE MAINT 100-230 CITY OF PEKIN - VEHICLE MAINT DEPT MAINT ON SQUAD 4/10 100-230 MO SVC PRTBLS, MBLS 100-230 COURT SERVICES PROBATION UPGRADE (100-230) FIEL CNVRTRS/LBLS 100-230 COMM SVC FOR 8/10 100-230 MO. IWIN SVC 3/10 100-230 DRUG COURT BLOOM, 100-230 DRUG SCREENINGS 100-230 FUEL FOR SQUADS 100-230 SHIPPING FEES 100-230 SHIPPING FEES 100-230 TOOL BOX 100-230 WORK RELEASE/ELECTRONIC MON VEHICLE MAINTENANCE MEDICAL SERVICES OFFICE SUPPLIES SYSTEMS CORPORATION* FIR BOOKS & RECORDS O MERLS/MILES CITY OF PEKIN - VEHICLE MAINT DEPT REDWOOD TOXICOLOGY LABORATORY INC* GASOLINE/OIL PEORIA COUNTY JUVENILE DETENTION* TAZEWELL/PEKIN COMMUNICATIONS* COMMUNICATION REVOLVING FUND* T/PCCC RAGAN COMMUNICATIONS INC* TAZEWELL COUNTY HIGHWAY* CORP* AMERICAN SCREENING CORP* AMERICAN SCREENING CORP* AMERICAN SCREENING CORP* WEST PAYMENT CENTER, SCREENING HORAN*JOHN M ALCOPRO INC* MILLS*DAVID VARIAN INC* Vend-Name BRADFORD AMERICAN 100-230-522-010
81 246
100-230-522-030
43 300-522-030
177500 30-522-030
177500 30-522-000
17604230-522-000
177500 33-080
183300 30-523-080
183300 30-533-080
18900 30-533-180
25800 20-533-180
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Claims Docket Expenditure Accounts

A20300 05/12/2010

Expense-Amount	19.80 17.09 17.09 18.61 18.56 91.00 19.00 179.00 179.00	2,957.90 4,646.07 284.00 231.00 529.25	30.00 200.90 2.98 37.17 34.10
Invoice-Numb	751-0510 751-0510A 1440-0510A 2597-0510 12542-0510 12542-0510 39496 68009-0510 76503-0510 87209-0510 87209-0510 87003-0510 87003-0510 87003-0510	1218-0510 1218-0510B 61821 62310 154533495410496	101890780 2798 91784-0510A 1010202-IN 1010657-IN
PROBATION UPGRADE (100-230)	PARKING/MEAL REIMB 100-230 MEAL @ TRAINING 100-230 FOOD @ TRAINING 100-230 MEAL/PARKING TRAINING 100-230 MEAL/PARKING TRAINING 100-230 THSIRTS 12 100-230 MEALS @ TRAINING 100-230 MEALS @ TRAINING 100-230 MEALS @ TRAINING 100-230 PARKING @ TRAINING 100-230 REGIST FEE FOR Z 100-230 REGIST FEE TRAINING 100-230 MEALS @ TRAINING 100-230 REGIST FEE TRAINING 100-230 PARKING @ TRAINING 100-230 REGIST FEE TRAINING 100-230 PARGIST FEE TRAINING 100-230	PREVENTION OF ABUSE PROGRAM COSTS 100-230 PROGRAM FEES 4/10 100-230 HARDWARE/SOFTWARE LBR/PRTS SECURITY DR 100-230 TRACKING COMMUNICATOR 100-230 NTWRK SVC FEES 100-230	LEMENT INK STAMP 100-230 TONER/DRUM FOR FAX 100-230 RIBBON FOR VIP 100-230 SAFETY EQUIPMENT RADIO HLDR SWVL 100-230 HAND CUFFS 100-230
Vend-Name COURT SERVICES PROB	533-910 WALKER*SUSAN WALKER*SUSAN HORAN*JOHN M OLAR*KIMBERLY HOWE*JOE T-SHIRT HOUSE* ARNOLD*CANDI SHELTON*JOSH MOON*SCOTT CATES*JAMIE AAIM EMPLOYEES ASSOC* SMITH*MELISSA CROWN TROPHY*	CTR FOR PREVENTION OF ABUSE* CENTER FOR PREVENTION OF ABUSE* 544-000 SEICO INC* SEICO INC* SCIUTION SPECIALTIES INC*	ADVANTAGE* AAGING SUPPLIES* ELISSA ERRON CO INC* ERRON CO INC*
Comty Vend-No	100-230-533 751 20-430-533 1440330-533 12590103300 12590103300 6208044590103 125944590103 620804459010 62080459010 6208045900 6208045900 620804	30-6	18465 18465 76934 176934 100-83 100-83 100-83 100-83 1840 2184 8AY 0'H 2184 8AY 0'H

179.00 check#2379 04-23-10 750.00 check#2410 05-07-10 118.00 check#2369 04-16-10

TRAINING REGISTRATION FEE
REGIST FEE FOR 3 OFFICERS
REGISTRATION FEE FOR 2 OFFICERS

FRED PRYOR SEMINARS
PUBLIC AGENCY TRAINING COUNCIL
BRADLEY UNIVERSITY

4046 11706 15578

TRAINING

100-230-533-910

TAZEWELL COUNTY

Claims Docket

Expenditure Accounts

Invoice-Number
(100-230)
i-Name COURT SERVICES PROBATION UPGRADE
Vend-Name
Comty Vend-No

Expense-Amount	45.00 check#2407 05-07-10 85.11 check#2408 05-07-10	399.81 check#2389 04-29-10									
Invoice-Number	45.00 85.11	399.81	1,576.92	20,921.51							
AUI (007-001) TOWNS TO MORTHY OFFICE TOWNS TO THE TOWNS TO MORTHY OFFICE TOWNS TO THE TOWN THE TOW	LEADERSHIP SMITH	100 <u>9</u> 230-544-000 741 5 VERIZON WIRELESS MONTHLY SVC FOR LAPTOP CARDS	MANUAL TOTAL	GRAND TOTAL	UNTY BOA	.RD MEE	TING HEL	.D THE 26	6TH DAY	OF MAY	, 2010

TAZEWELL COUNTY

Expense-Amount	345.00	3,000.00	15,839.25
Invoice-Numb	335-0510A 10816-0510	335-0510 1555-IN	TOTAL:
No Vend-Name COURT SERVICES (100-231)	31-533-070 MARY DAVIS DETENTION HOME* TV DETENTION 4/10 100-231 PEORIA COUNTY JUVENILE DETENTION* JV DETENTION 4/10 100-231	31-533-190 MARY DAVIS DETENTION HOME* JV PLACEMENT 4/10 100-231 ARROWHEAD RANCH*	
Comty Vend-No	PROCEE 33501 001	100 100 335 345 345 345	M THE COUNTY BOARD MEETING HELD THE 26TH DAY OF MAY, 2010

TTMOOO THUMBERT

Comty Vend-No	Vend-Name C	CORONER	(100–252)		Invoice-Numb	Expense-Amount
100-252- 258 24	ALLIANCE RE	PORTING SER	INQUEST VICE INC	TRANSCRIPTION EXPENSE :* INQUEST 100-252	40818AN	150.00
1003 75810 758100 758100	.22-010 FIVE STAR WATE FIVE STAR WATE	ند بن	OFFICE SUPPLI	ES WATER BILL FOR OFFICE 100-252 WATER FOR APRIL 100-252	26039-0510 26039-0510A	24.25 19.40
100252- 176402	-522-100 TAZEWELL COUNTY	HIGHWA	GASOLINE Y*	GAS FOR SQUADS APRIL 100-252	80640	244.02
1000.1 8835.52 835.000.31 835.000.31	533-020 LAIR DEATH LAIR DEATH LAIR DEATH	PATHO INVESTIGATIONS* INVESTIGATIONS* INVESTIGATIONS* INVESTIGATIONS*	G ASOT	EXPENSE AUTOPSY ASSIST/APRIL 100-252 ASSIST 10-252 ASSIST 10-252 ASSIST 10-252	1868 1871 1874 1881	875.00 175.00 175.00 175.00
1000 <mark>d 4 8 8 4 8 4 8 8 2 2 - 4 8 8 3 2 2 8 - 4 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8</mark>	-533-022 PEKIN HOSPITAL* PEKIN HOSPITAL* PEKIN HOSPITAL* CENTRAL ILLINOIS	MORTU	ORGUE USE RY SERVIC	E EXPENSE AUTOPSY FOR FEB 100-252 AUTOPSY IN APRIL 100-252 AUTOPISES FOR JAN 10 100-252 DES AUTOPSY/DTHS APRIL 100-252	A-10~04 A-10-05 A-10-1,2,3 322-0510a	312.00 312.00 936.00 2,250.00
100位 771新 8	-533-300 PRICE*SCOTT A		MILEAGE	MILEAGE REINB 100-252	77194-0510	100.90
100 HJ 52- 322 N HJ 53- 881 A HJ 53-	-533-370 CENTRAL ILLINOIS VISION MEDICAL*	MORTU	ODY REMOVAL RY SERVICES	11 BODY REMOVALS/APRIL 100-252 BODY BAGS (24) 100-252	322-0510 23884	1,375.00
F MAY, 2010					TOTAL:	7,820.05

Page 35 PML 35:53

A20300 05/12/2010

85.00

67086-0510

MARCH MILEAGE 100-711

MILEAGE

Expense-Amount

Invoice-Numb

85.00

TOTAL:

Expenditure Accounts Claims Docket

Comty Regional Office of Education 100-711 Vend-No Vend-Name

5 NIGOUNT HONCHIN*ROBING 670090 CEEDINGS FROM THE COUNTY BOARD MEETING HELD THE 26TH DAY OF MAY, 2010

A20300 PML 36.53

Expense-Amount 2,588.50	92. 92. 328. 5291. 174. 54.		1,051.25 471.25 942.50 900.00	396.75
Invoice-Numb 05MR91 08-JA-73	10MR21A 04F85-0 06-CF-7 04F85-0 04-F-85 06-CF-7	04-F-85A 04F85/090P718 09CM963 10CF219 1304 07-MR-96	08-CF-337 08-CF-435 10-CF-26 M2409	1018472 TOTAL:
(/)	FEES FOR SVP FEES FOR SVP ANSCRIPTS 100-80 ANSCRIPTS 100-80 ANSCRIPT 100-80 AN	TRANSCRIPTS TRANSCRIPTS SPANISH TRA SGN INGE IN	EVALUATION 100-800 FITNESS EVALUATION 100-800 EVALUATION 100-800 FITNESS EVAL 100-800	ENT CRTRM CARAFES 100-800
RIS (100-800) ATTORNEY FEE	COURT REPORTING TRAING	CHELLE L WITNESS FEES RETING SERVICES*	TESTING FEES JOEL O JOEL O ICAL ASSOC*	MISC. EQUIPMENT CO*
Vend-Name -533-120 THOMAS*DALE TAYLOR ATTNY*LG	33-1, SHANN SHANN SHANN SEE (COLLE COLLE	SY CSR-RPR* 10 10 10 10 10 10 10 10 10 1	-533-180 ECKERT PSY D*DR CECKERT PSYCHOLOGI	-544-000 GEORGE O PASQUEL
Comty Vend-No 100-800. 16299 73180	######################################	2 2 3 4 5 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	100-H 753044 H 600- 753046 H 753047 772046 H 753047	8

A20300

Expenditure Accounts Claims Docket

140.20 18.45 384.426,256.56 2,841.40 1,380.00 365.20 288.76 50.00 50.00 225.00 10.00 28.35 18.07 78.40 78.40 Expense-Amount 174.68 126.12 297.42 476.08 Invoice-Numb 516768738001 516768917001 517787474001 518281738001 518281863001 70675-0510 CNIN061322 CNIN062562 CNIN061321 2978-0410 4897-0510 5412-0410 1313-0510 199-0510 5169245 4779267 5171001 040672 040674 63338 10243 3451 5956 5963 5948 BRWN TRAIN SHRF 100-913 APR 10 LEASE CNTRCT 100-913 APR 10 MAINT CNTRCT 100-913 MAY 10 COPY COUNT 100-913 CODE HEARINGS APRIL 100-913 CHIEF DEP CONF SHRF 100-913 MEAL REIMB SHERIFF 100-913 MEAL REIMB SHERIFF 100-913 MEAL REIMB SHERIFF 100-913 MEAL REIMB SHERIFF 100-913 1ST CLASS PRESORT 100-913 APRIL POSTAGE 100-913 WRK ON TAZ .COM 100-913 WRK ON TAZ .COM 100-913 REIMB CONF. ROE 100-913 CONF. ROE 100-913 WRK ON TAZ .COM 100-913 INK JET CART 100-913 INK JET CART 100-913 MAINTENANCE/USAGE 100-913 100-913 100-913 100-913 100-913 SERVICE EDUCATION/TRAVEL/TRAINING SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES SUPPLIES COMPUTER MAINTENANCE REIMB (ADMN ADJUDICATION COMPUTER SUPPLIES (100-913)OFFICE SUPPLIES COPY MACHINE GROUP, LTD* GROUP, LID* GROUP, LTD* ASSOCIATION* QUICKSILVER MAILING SERVICES* POSTAGE UNITED STATES POSTAL SERVICE* COUNTY GENERAL TTC* TIC* COPY SYSTEMS COPY SYSTEMS DIGITAL COPY SYSTEMS PROACTIVE TECHNOLOGY PROACTIVE TECHNOLOGY PROACTIVE TECHNOLOGY ILLINOIS SHERIFFS' HELLER P C*J BRIAN QUILL CORPORATION* QUILL CORPORATION* QUILL CORPORATION* SHALLENBERGER * JOHN STOECKER*DARRYL STEELE*LARRY J OFFICE DEPOT* DEPOT* DEPOT* OEPOT* DEPOT* Vend-Name BROWN*JIM PROACT 100-W (30 L13-533-013 30 EETT ROE #53* ROE #53* 100-613-522-010
734 20
755136
0FFICE [
755136 DIGITAL DIGITAL 100-13-533-210 1221-13 QUICKSII 7067-14 UNITED (100-813-533-910 199 X STOECKE 100-**以**13-533-320 9061**型** DIGITAI VISA* Vend-No DAYOF 1422<mark>0108</mark> 2978978 5412t 6243**961** Comtv 62438 4897

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> Claims Docket Expenditure Accounts

> > Comty

2,000.00 check#2390 04-29-10 22,491.00 check#2370 04-16-10 45.00 check#2409 05-07-10 88.00 check#2391 04-29-10 61.00 check#2392 04-29-10 200.00 check#2393 04-29-10 15.00 237.44 237.44 110.00 74.00 Expense-Amount 3,750.00 4,000.00 1,875.00 6,750.00 1,250.00 2,000.00 1,000.00 250.00 7,601.80 43,430.75 TOTAL: SPRING CONFERENCE MILEAGE, MEAL REIMB AUDITOR Invoice-Numb REG FEE IESMA CONF EMA 100-913 434986 IEMA CONF MEAL EXP EMA 100-913 76724-0510C 1321-0510 1321-0510E 15563-0510 1218-0510A 1347-0510 1271-0510 1224-0510 1223-0510 1221-0510 1220-0510 662-0510 SLS0821 5978 M&IE SPRING CONFERENCE AUDITOR LODGING IACO AUDITOR 100-913 8 CPU/4 MNTRS SHRFFS 100-913 LODGING...CORONER 100-913 BEEMAN REGIST S/A 100-913 MAILING FOR TAX BILLS 1/4 PAYMENT 100-913 1/4 PAYMENT 100-913 CONS* 1/4 PAYMENT 100-913 1/4 PAYMENT 100-913 1/4 PAYMENT 100-913 1/2 PAYMENT 100-913 1/4 PAYMENT 100-913 WRK TAZ.COM 100-913 CONFERENCE (2) S/A MAIE IACO CORONER ELECTION MAILINGS ISBA S/A 100~913 PLANNING COMMISS. HEARTLAND COMM. HEALTH CLINIC CTR FOR PREVENTION OF ABUSE SOIL & WATER CONSER. EDUCATION/TRAVEL/TRAINING HEARTLAND WATER RESOURCES YOUTH SERVICES BOARD UPGRADES (100-913)HOPE TRI-CO. REG. PLANNING COMMY TECHNOLOGY OF ABUSE* COUNTY GENERAL GROUP, LTD* HOUSE OF OF HOPE* POSTAGE ILLINOIS TRAFFIC COURT CONF. CLINIC* TAZ CO & WATER HEARTLAND WATER RESOURCES* PREVENTION HEARTLAND COMM HEALTH COUNTY HOUSE SOIL PROACTIVE TECHNOLOGY BOARD* TRI-COUNTY REGIONAL CDW GOVERNMENT INC* COUNTY MODERN MAILING VICKI GRASHOFF VICKI GRASHOFF DENNIS CONOVER YOUTH SERVICE Z Z FOR POSTMASTER COOK * DAWN Vend-Name COOK*DAWN TAZEWELL TAZEWELL ,13-, Lb TAL. .00K913~544-000 61840 625W7 CDW ...OOK*E. 100<mark>%</mark> 122<mark>0</mark> 1220 Your HEARTL 100**G**913-533-982 1221 HEART 6624 TAZEWELL OON 1002913-533-979 1210613-533-981 1226 HEARTLAN 1004913-533-971 122**6** TRI-COU CO4913-533-972 .00 - 913 - 533 - 910100-913-533-210 VISA* VISA* VISA* Vend-No 70738 7070 7076 7676 4 70738 2146 12047 1255 2079 1255 2972

Claims Docket

Expenditure Accounts

Comty

Vend-No	Vend-Name	COUNTY GENERAL (100-913)	Invoice-Number Expense-Amount
12814	GAIL OWEN	IARSS MAY CONFERENCE ROE	78.00 sheck#2394 04-29-10
15328	JANIS LOURGOS	PER DIEM FOR 4/26-4/30 S/A	284.00 check#2420 05-01-10
13328	JANIS LOURGOS	LODGING REIMB S/A	655.48 check#2416 05-07-10
18699	PERSONAL PROTECTION CONSULTANTS	ON CONSULTANTS TRAINING SHERIFF	55.00 check#2386 04-26-10
6 2 086	ROB HOUCHIN	IARSS MAY CONFERENCE ROE	78.00 check#2395 04-29-10
6 2 629	BECKY DEVINE	TRAINING REIMB SOFA	128.06 check#2371 04-16-10
7,6059	IACO	IACO CONFERENCE CO. CLERK	145.00 check#2373 04-16-10
7 % 261	RICH BROCK	M&IE SHERIFF	23.00 check#2383 04-26-10
86463	PATTI TIMIAN	MILEAGE REIMB SOFA	192.00 check#2396 04-29-10
9年194	DON EDIE	MILEAGE/MEAL REIMB SOFA	136.51 check#2380 04-23-10
98910	CARL POWELL	M&IE IACO CORONER	61.00 check#2397 04-29-10
9萬325	JPC TRAINING INTERNATIONAL	RNATIONAL TRAINING SHERIFF	295.00 check#2382 04-26-10
97326	ILLINOIS JUVENILE OFFICERS ASSOC.	: OFFICERS ASSOC. SHERIFF	250.00 check#2381 04-26-10
9 19327	LARRY M. EVANS	PER DIEM FOR 4/26-4/30 S/A	284.00 check#2421 05-07-10
9\$327	LARRY M. EVANS	MILEAGE, PARKING REIMB S/A	314.00 check#2415 05-07-10
9∰328 ™	RICHARD LEDBETTER	RICHARD LEDBETTER MILEAGE REIMB S/A	156.50 check#2417 05-07-10

MANUAL TOTAL 28,020.55

GRAND TOTAL 71,451.30

Claims Docket

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Expenditure Accounts

Comty Vend-No Vend-Name

TOWNSHIP BRIDGE FUND (201-311)

Invoice-Numb

3,098.48

Expense-Amount

09-452-5

TOTAL:

3,098.48

199

Claims Docket Expenditure Accounts

Expense-Amount	79.46 23.66 115.45	19,587.73	33.33 49.97	476.21 490.24 1,200.00	256.00 406.41 96.41 8.60.41 25.59 30.59 115.20 25.59 25.59 25.59 25.59 25.59 25.59 25.59	
Invoice-Numb	YF286900 YF286901 YFT00400 2045	6619 6657	1122341 1122778 24758	2388009747 739335 249680	42372 9103690 9154274 36403919 605276 605561 606199 609468 72273 77241 498143 1241231-0510	
(202-311)	SUPPLIES 202-311 SUPPLIES 202-311 SUPPLIES 202-311 STAMPS 202-311	FUEL 202-311 FUEL 202-311	SUPPLIES PAPER 202-311 PAPER 202-311 DISKS 202-311	BER EXPENSE MO SVC 202-311 SUPPLIES 202-311 RENTAL 202-311	MATERIALS	
Vend-Name COUNTY HIGHWAY (202	OFFICE SUPPLIES* RELIABLE OFFICE SUPPLIES* RELIABLE OFFICE SUPPLIES* RELIABLE OFFICE SUPPLIES* POSTMASTER 2*	522-100 AG-LAND FS INC* AG-LAND FS INC*	522-120 CITYBLUE TECHNOLOGIES LLC* CITYBLUE TECHNOLOGIES LLC* STAPLES CREDIT PLAN*	522-121 VERIZON WIRELESS* ALLEN PRECISION EQUIPMENT INC 2* SEILER INSTRUMENT & MFG CO INC*	MAINTENANCE KROLL HEATING A/C REFRIG CO* LAWSON PRODUCTS INC* LAWSON PRODUCTS INC* LAWSON PRODUCTS INC* PRAXAIR DISTRIBUTION INC-465* PRAXAIR DISTRIBUTION INC-465* MATHIS-KELLEY CONST SUPPLY CO INC MENARDS* MENARDS* CCP INDUSTRIES INC* PURITAN SPRINGS* ALS LABORATORY GROUP*	
Comty Vend-No	202~311~5 2039 2039 20149 20145	202 <u>9</u> 311-5 20035 20005			2029 2004 2004 2004 2004 2004 2004 2004	

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Invoice-Numb		5010-051	00101001	TCO-TOO/	T 50-200¢	7005-051	3006-051	7010-051	3012-051	3013-051	3003-051	100 8000	3007-051	1016-011	70012-0510	016-051	100000000000000000000000000000000000000	2000	75349-D	340±0510 540±0510	55530 <u>-05</u>	8687-0510	8688-051	228689#0510	1868-051	55532-05	77204-207		855-051	898466 00	101200001390464		2629011	H 00000 ×	7702°	MT700F0	77.77 Y	00200 4033	1357	2
. (202–311)		202-37	SVC 202-31	. 200 .	100 DYS	3VC 202-31	. SVC 202-31	SVC 202-31	SVC 202-31	SVC 202-31	SVC 202-31	SVC 202-31	SVC 202-31	SVC 202-31	MO SVC 202-311	SVC 202-31	SVC 202-31	SVC 202-31	SVC 202-31	202-31	SVC 202-31	SVC 202-31	SVC 202-31	202-31	12 - 31	202-31	12-31	202-	202-311	LDG SUP	SVC 202-311	MAINTENANOE	RTS 202-3	PRS 202-311	ARTS 202-31	ARTS 202-31	ARTS 202-31	EPAIRS 202	202-311	UPPLIES 20
Vend-Name COUNTY HIGHWAY (20	i			AMEREN CILCO*	AMEREN CIICO*	Ü) () (CIIC	ľ	* 50 50	VILLAGE OF MACKINAW 2*		AMERICAN WATER	WATER		CAN WATER		ASTE MANAGEME	$(\cap$	AMEREN 19*	PRINGFIELD ELECTRIC SUPP	SEMPRA ENERGY SOLUTIONS LLC*	33-730 EQUIPMENT	WHEEL CO*	TREMONT OIL CO*	CENTRAL ILLINOIS TRUCKS INC*	CENTRAL ILLINOIS TRUCKS INC*	OMPANY I	GRINDING	LTORFER	ALTORFER INC*
Comty Vend-No	0	\$700Z	20013	20813	20 3 33	20到3			ე ი 3 5 5 3 0	70년 (107 (107 (107 (107 (107 (107 (107 (107	50 0 000	Υ Δ Τ	500 HE	γ \$ 0 ?	20 20 20 30 8	20 (1)	2002 803	20 0 2	20 % 8						20 110	20208	20年4	20 8 2			20 7 2048 3048	311-5								0267

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LANCOO DESCRIPTIONS

61,007.58

TOTAL

TAZEWELL COUNTY

Expense-
Invoice~Numb
: FUND (203-311)
COUNTY MOTOR FUEL TAX FUND
Comty Vend-No Vend-Name CO

Expense-Amount	220.00	10,680.00	11, 418.00
Invoice-Numb	510	90673676 71 <u>4</u> 91	TOTAL:
. FUND (203-311)	MILEAGE APRIL 203-311	HIGHWAY MAINTENANCE BEADS 203-311 UCTION CO* TOWNLINE RD 203-311	
e COUNIY MOTOR FUEL TAX FUND	MILEAGE	CONSTR	
	203-311-533-300 2066 ANDERSON*JOHN	20開311-533-740 20岁2 FLEX-O-LITE* 20份5 PEORIA CONCRETE *	ROM THE COUNTY BOARD MEETING HELD THE 26TH DAY OF MAY, 2010

TAZEWELL COUNTY Claims Docket

Expenditure Accounts

Vend-Name

Vend-No Comty

TWP. ROAD MOTOR FUEL TAX FUND (204-311)

ROAD IMPROVEMENT SPRING LAKE LOWERY EXCAVATING

Invoice-Number

Expense-Amount

7,321.56 check# 2413 05-07-10 7,321.56

TOTAL

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Claims Docket Expenditure Accounts

Expense-Amount	805.00 48,570.04 2,784.76 884.02	8,600.00 3,384.00 1,472.00	66,499.82
Invoice-Numb	20100307 46839~E 46839-U-0510 46839-U-11	43068 20101242 1185193	TOTAL:
(205–311)	CONSULTANT MACKINAW RIVER 205-311 WUD CREEK BRIDGE 205-311 WUD CREEK BRIDGE 205-311 MUD CREEK BRIDGE 205-311	TRUCTION TOWNLINE RD. CULVERT 205-311 TOWNLINE RD. 205-311 MESSAGE BOARDS 205-311	
Comty Vend-No Vend-Name COUNTY BRIDGE FUND (205-311-533-150 20392 HLR* 20699 FEHR-GRAHAM & ASSOCIATES* 20699 FEHR-GRAHAM & ASSOCIATES* 20699 FEHR-GRAHAM & ASSOCIATES*	05/311-544-100 06/38 WAYNE LITWILLER EXCAVATING INC* TOWNLI 07/35 TAZEWELL COUNTY ASPHALT CO INC* TOWNLI 08/17 ROADSAFE TRAFFIC SYSTEMS* MESSAG	OUNTY BOARD MEETING HELD THE 26TH DAY OF MAY, 2010

205

FACEWELL COUNTY

Claims Docket	Expenditure Accounts	

Comty Vend-No

138.00 4,800.00 800.00 Expense-Amount Invoice-Numb 20100316 15888 15889 SPRINGFIELD RD 206-311 MCKNW RD GRDRL RPR 206-311 MCKNW RD GRDRL RPR 206-311 MATCHING TAX (206-311) ROAD IMPROVEMENT LOVEWELL FENCING INC* Vend-Name 200-311-544-130
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200-311-544-13

5,738.00

TOTAL:

TANCOO CONTRACTOR

Expense-Amount	. 27.83	137.47	244.50		330.00	30.08	00	50.	50	50	20	4	74	50	50	50	\circ	50	30	30	50	50	50	50.0	00.1	63.0	٠	9.2	0.0
Invoice-Numb	4960544	304006043-0510	38-0510	854	18548 1855	856	856	857	854 854	856	യ	302138011-051	18008310	∞	∞	∞	∞	∞	∞	∞	∞	∞	∞	∞	013538-	3606-	A013651-1	3708-	55
(208–422)	LIES OFFICE SUPPLIESF 208-422	LONG DIST 208-422	APRIL MILEAGE 208-422	SISTANCE PRIL RNTL ASST 208-42	PRTL RNTL ASST 208-422 PRTL RNTL ASST 208-422	08-42	08-42	08-42	しとしゅつ	08-42	08-42	S.S.	ASST 208-42	08-42	08-42	08-42	08-42	08-42	08-42	08-42	08-42	08-42	08-42	08-42	HASE 208-42	HASE 208-42	FOOD PANTRY PURCHASE 208-422	PANTRY PURCHASE 208-42	L RNTL ASST 208-422
Vend-Name VETERANS ASSISTANCE	-522-010 QUILL CORPORATION*	-533-200 CENTURYLINK*	-533-300 SAAL*STEVE		SIKOFES KEALIY* MAJORS*RICHARD	DION*KARL	re.	GROAT*EVA M	MONTGOMERY * KAREN	DANZ*WARREN E	OAK LAWN MOBILE ESTATES*	AMEREN CILCO*		DRAFFEN*PHILLIP J	VISTA VILLA*	CARNAHAN*BILL	TRUCKENMILLER*LARRY		HELLRIGEL*TODD A	BRADLEY*SUE	RITCHIE*DON	REZ	L25	ধ	PEORIA AREA FOOD BANK*	A AREA FOOD	PECRIA AREA FOOD BANK*	A AREA FOOD	HOOSEN*GENE
Comty Vend-No	122	20 93 54 03	222	422	70 10 70 10	11. 12. 13.	12	ν ν (ξ) (δ) (δ) (δ) (δ) (δ) (δ) (δ) (δ) (δ) (δ)	100Kg	63/11/18	67 (3)	68 HD3	68 40 3	7142	72克3	926	7388	OA L	7.87 2. 0	5 4 561	79 7 0	87, % , 87	82.8	82501	84546	845) <u>Z</u> C	84546	58

Page 44 PML 11:36:53

A20300 05/12/2010

Claims Docket Expenditure Accounts

> Comty Vend-No

Expense-Amount	330.00 250.00 250.00 250.00 250.00 250.00 250.00	9 782 83
Invoice-Numb	18566 18575 18573 18553 18553 18552 18550 18570 18570	TOTAL
ASSISTANCE (208-422)	FOOD PANTRY PURCHASE 208-422 PRIL RHIL ASST 208-422	
Vend-Name VETERANS AG	TOWNE*GARY W MCCLISTER*LAURA WORDEN*GERALD L THOMPSON*DIANA THOMPSON*DIANA OPTIMISTIC PROPERTIES* BEACH*RICK HARPER*STEVEN SCHMIDGALL*CECIL TEMPLE*VICTOR & LORI	

208

A20300 PML SML 05/12/2010 11:36:53

Expense-Amount	251.32	86.38	40.00 40.00 16.29 12.65	10.00	195.02 109.00 174.99 174.25 114.25	200.00 164.85	50.00 600.00 131.00	9,278.65 80.00 check#2419 05-07-10 61.00 check#2418 05-07-10	
	8719	63/29137	m	0				TOTAL:	
Invoice-Numb	110836/11871	29060-63/	182732 012848 1257-0510 244042 1018817733	67839-0510	11763 15631 136816 138091 112974 11813	APR 10 JAN 10	5967 5977 SLD7101	p-4	MANUAL TOTAL
(211-411)	COLLECTION GARBAGE SVC JANAMAY 211-411	MAINTENANCE OIL CHANGE AC2,3,4 211-411	GROUNDS MAINTENANCE FLEAS INSIDE 211-411 FLOOR CARE 211-411 1/2 SHEET PLYWOOD ETC 211-411 COAX EXTENSION 211-411 OFFICE RUGS 211-411	REIMBURSEMENT OVERPAYMENT OF TAG 211-411	ASST. PROGRAM NEUTER DOG CRICKET 211-411 NEUTER CAT SMOKEY 211-411 SPAY CAT 211-411 NEUTER DOG 211-411 NEUTER DOG 211-411 NEUTER DOG WHITE 211-411 SPAY FEMALE DOG 211-411	ASSN APKIL S/N 211-411 JAN S/N 211-411	COMPUTER INSTALL 211-411 ASST ON COMP INSTALL 211-411 SERVER LIC 211-411	UNIFORM SHIRTS UNIFORM SHIRTS	MAN
ANIMAL CONTROL (21)	GARBAGE COI	VEHICLE MAN	BUILDING & ELIMINATION* PETTY CASH* PETTY CASH*	DEPOSIT	33-983 LANGE ANIMAL CLINIC* LANGE ANIMAL CLINIC* TREMONT VETERINARY CLINIC* PEKIN VETERINARY CLINIC* WASHINGTON VETERINARY CLINIC*	TAZ CO VET VET MED ASSOC* VET MED ASSOC*	NEW EQUIPMENT TECHNOLOGY GROUP, LID* TECHNOLOGY GROUP, LID* MENT INC*	UNIFORMS	
Vend-Name A	-533-660 X WASTE INC*	-533-700 TREMONT OIL CO	-533-720 MARKLEY'S PEST TCRC INC* ANIMAL CONTROL ANIMAL CONTROL G & K SERVICES*	.533-982 HARRIS*SHARON	மி	-533-984 TAZEWELL COUNTY TAZEWELL COUNTY	544-000 PROACTIVE PROACTIVE CDW GOVERN	-533-600 JEFF HOYLAND JEFF HOYLAND	
Comty Vend-No	211-411- 66/18	21 # 411- 10 # 4	2113 9 74 123 123 125 125 125 125 125 125	2117 67 88 4 67 89 9	- 114 RDMEETING HELDTHE 2 20110 2020 2	21114411	21114 61843 61803 62507	211-411- 92390 92390	

9,419,65

GRAND TOTAL

Expense-Amount	1,850.50	937.65	38.40	7,100.88	8,776.32	1,155.98	19,859.73	158,802.35	178,662.08	
Invoice-Numb Exp	10764-0510	10764-0510A	10825-0510	97173~0510A	97173-0510B	97173-0510	TOTAL:		GRAND TOTAL	
HEALTH INTER-SERVICE (249-914)	EMPLOYEE LIFE INSURANCE INSURANCE COMPANY* EMP LIFE INS JUNE 249-914	VOLUNTARY LIFE ANCE COMPANY* VOL LIFE INS JUNE 249-914	VAD&D VOL.AD & D JUNE 249-914	EMPLOYEE STOP LOSS EMP STOP LOSS JUNE 249-914	DEPENDENT STOP LOSS JUNE 249-914	AGGREGATE STOP LOSS AGG. STOP LOSS JUNE 249-914		CLAIMS CLAIMS FOR MARCH		
Comty Vend-No Vend-Name HEALT	4-533-533 SYMETRA LIFE	24M-914-533-534 10 <u>9</u> 64 SYMETRA LIFE INSURANCE O	244-914-533-535 10825 Lina*	24型-914-533-611 97773 BARDON GROUP* 0	24 <u>5</u> -914-533-612 97173 bardon group* w	24 8 -914-533-613 97 0 73 bardon group* m	ETING	24年914-533-531 古 H.C.H.	STH DAY OF MA	Y, 2010

1845WELL COUNTY

(252-155)
FEE
AUTOMATION
TREASURER
Φ

Expense-Amount	94.00 50.00 63.65 2,005.77	2,213.42
Invoice-Numb	CNIN061324 CNIN061326 Cnin062566 3591418	TOTAL:
kek Aulomailon FEE (252-155)	SUPPLIES APR 10 LEASE CNTRCT 252-155 APR 10 MAINT CNTRCT 252-155 APRIL COPY COUNT 252-155 JETSCAN 252-155	
Vend Name INEASURER AUTOM	0FFICE DIGITAL COPY SYSTEMS LLC* DIGITAL COPY SYSTEMS LLC* DIGITAL COPY SYSTEMS LLC* CUMMINS-ALLISON CORP*	
	35-50	FROM THE COUNTY BOARD MEETING HELD THE 26TH DAY OF MAY, 2010

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Comty Vend-No Vend-Name SOLID WASTE (254-112)	Invoice-Numb	Expense-Amount	
254-112-511-000 50000 TAZEWELL COUNTY HEALTH DEPT SW* PERSONAL SVC 254-112	1-0510	15,719.59	
29-112-511-240 50-200 TAZEWELL COUNTY HEALTH DEPT SW* HOSPITALIZATION 254-112 50-200 TAZEWELL COUNTY HEALTH DEPT SW*	2-0510	2,677.2	
254-112-522-020 500 TAZEWELL COUNTY HEALTH DEPT SW* EDUCATIONAL SUPPLY 254-	112 3-0510	53.16	
2-533-000 CONTRACTUAL SERVICE TAZEWELL COUNTY HEALTH DEPT SW* VILLAGE OF TREMONT*	4-0510	r=1 (
02 VILLAGE OF ARMINGTON* RECYCLING GRANT 251 1 03 HITTLE TOWNSHIP* PACKET OF THE PROPERTY 261 1	50002-0510	1,800.00 264.00	
04 VILLAGE OF DEER CREEK* RECYCLING GRANT 254-11	50004-0510	286.00 537.50	
10 SAND PRAIRIE TOWNSHIP * RECYCLING GRANT 254-11	50007-0510	407.00	
12 VILLAGE OF MACKINAW* RECYCLING GRANT 254-11	50012-0510	268 606	
13 VILLAGE OF MINIER*	50013-0510	1,300.00	
14 VIBERGE OF SOCIETERS: RECYCLING GRANT 254-11	50014-0510	675.00	
EG CINCLWOLL LOWNOLLS. 16 GROVELAND FORMSHID*	50015-0510	675	
TO CROVEDING GRANT 20%NOTEFF. OPER ORDER HOMNOTEFF.	50016-0510	5,055.40	
LO DEEN ONDER TOWNSHIET STATEMENT SECTOLING GRANT 254-11	50017-0510	537.50	
25 <mark>9</mark> -112-533-001 50 1 70 MIDLAND DAVIS CORP* 	2 66146	300.00	
25 2 112-533-100 35986 BLACK BLACK & BROWN* 50 <u>8</u> 66 PATRICK ENGINEERING INC* NOV/MAR 31 10 254-112	-112 M195-0000M10875 20803-016-5	73.50 3,151.50	
12-533-210 TAZEWELL COUNTY HEALTH DEPT SW* POSTAGE	5-0510	& & •	
254-112-533-300 50000 TAZEWELL COUNTY HEALTH DEPT SW* MILEAGE 254-112	6-0510	234.00	
	TOTAL	37,532.51	

A20300 05/12/2010

TEROCO EMERGES

Expenditure Accounts

Claims Docket

Invoice-Numb

COURT SERVICES GRANT FUND (262-231)

Comty Vend-No Vend-Name

CONTRACTUAL SERVICES
UC* SALARIES 262-231

Expense-Amount

3,873.94

TOTAL:

3,873.94

67002-0510

262-231-533-000
6733-000
6733-000
FF DOVER COUNSELING LIC*
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Claims Docket

Expenditure Accounts Comty

(300-181)DEBT SERVICES FUND Vend-Name

Vend-No

ADMIN. FEES (PRO RATED) BOND 2001A ADMIN. FEES (PRO RATED) BOND 2001B JAIL BONDS

Invoice-Number

145.00 check#2411 05-07-10 145.00 check#2412 05-07-10 Expense-Amount

290.00

MANUAL TOTAL

300 - 181 - 255 - 100 BANK US BANK OCEEDINGS FROM THE COUNTY BOARD MEETING HELD THE 26TH DAY OF MAY, 2010

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Motion by Member Berardi, Second by Member Neuhauser to approve the June 2010 Calendar. Carried by Voice Vote.

TAZEWELL COUNTY BOARD

JUNE 2010 CALENDAR OF MEETINGS

ZONING BOARD OF APPEALS (Newman)	Wed., June 2 6:00 p.m JCCR	Antonini, Crawford, Hahn, Hillegonds, Meisinger, Palmer, Stanford, Sundell
LAND USE (Hillegonds)	Tues., June 8 5:00 p.m. – Jury Room	Crawford, Antonini, Hahn, Meisinger, Palmer, Stanford, Sundell
PROPERTY SUB-COMMITTEE (Imig)	Wed., June 9 3:30 p.m. – Jury Room	Neuhauser, D. Grimm, Vanderheydt
INSURANCE REVIEW (Zimmerman)	Thurs., June 10 3:00 p.m. – Jury Room	Carius, Antonini, Godby, Johnson, McKinney, Neuhauser, Norman, Seward, Stanton, Young
HEALTH SERVICES (Harris)	Thurs., June 10 5:30 p.m TCHD	Sundell, Antonini, B. Grimm, D. Grimm Hahn, Hillegonds, Sinn
WE-CARE TRANSPORTATION (Thompson)	Mon., June 14 4:30 p.m. – Morton	Carius
ETSB BOARD	Wed., June 16 9:00 a.m. – JCCR	Unsicker
TRI-COUNTY REGIONALPLANNING (Executive Committee)	Thurs., June 17 4:00 p.m. – Peoria	Klopfenstein, Crawford, D. Grimm
TRANSPORTATION (Sinn)	Mon., June 21 8:00 a.m Tremont	Donahue, Ackerman, Berardi, Carlus, Palmer, Stanford, Von Boeckman
V.A.C. (Hicks)	Mon., June 21 7:00 p.m. – Tremont	Saal, Superintendent
PERSONS WITH DEVELOP DISABILITIES (Meehan)	No meeting in June	Martin, Palmer (Hale, Best, Doan, Weigle, Kruse, Heinhold – Attendees
FINANCE (Neuhauser)	Tues., June 22 3:30 p.m. – JCCR	Carius, Crawford, Donahue, D. Grimm, Harris, Hobson, Imig, Meisinger, Vanderheydt, Von Boeckman
HUMAN RESOURCES	Tues., June 22	Carius, Crawford, Donahue, D. Grimm,

(Hobson)

PROPERTY (Imig)

RISK MANAGEMENT (Zimmerman)

Tues., June 22 Immediately After Finance – JCCR

Tues., June 22 5:00 p.m. – JCCR

Wed., June 23 4:00 p.m. – Jury Room D. Grimm, Ackerman, Berardi, B. Grimm, Hobson, Neuhauser, Vanderheydt

Harris, Imig, Meisinger, Neuhauser

Vanderheydt, Von Boeckman

Carius, Crawford, Donahue, D. Grimm, Harris, Hillegonds, Hobson, Imig, Neuhauser, Sinn, Von Boeckman *(Auditor, Treasurer, State' Attorney)* EXECUTIVE (Zimmorman)

EMERGENCY PREPAREDNESS (Cook/Tippey)

TRI-COUNTY REGIONAL PLANNING (Klopfenstein)

BOARD OF HEALTH (Bowen)

COUNTY BOARD

Wed., June 23 Immediately After Risk Mgmt – Jury Room

No Meeting in June

Thurs., June 24 5:30 p.m. - Peoria

Mon., June 28 6:30 p.m. - TCHD

Wed., June 30 6:00 p.m. - JCCR Carius, Crawford, Donahue, D. Grimm, Harris, Hillegonds, Hobson, Imig, Neuhauser, Sinn, Von Boeckman

ATTENDEES

Crawford, D. Grimm, Hillegonds, Hobson, Meisinger, Zimmerman

Harris

ALL COUNTY BOARD MEMBERS

I, Christie A. Webb, Clerk of Tazewell County, do hereby certify that the foregoing is a true and complete copy of the Board Minutes at a meeting held in the Justice Center Community Room in the City of Pekin, Illinois on May 26, 2010 at 6:01 p.m. The originals of which are in my custody in my office and that I am the Legal custodian of the same.

In Testimony Whereof, I have hereunto subscribed my hand and affixed the Seal of the said County at my office in Pekin, Illinois this 26th day of May, 2010.