

COUNTY OF TAZEWELL, ILLINOIS

COUNTY BOARD PROCEEDINGS

AUGUST 25, 2010



DAVID ZIMMERMAN, COUNTY BOARD CHAIRMAN

CHRISTIE A. WEBB, COUNTY CLERK

PROCEEDINGS OF THE TAZEVELL COUNTY BOARD OF TAZEVELL COUNTY, ILLINOIS WERE
HELD IN THE JUSTICE CENTER COMMUNITY ROOM IN THE CITY OF PEKIN ON
WEDNESDAY, AUGUST 25, 2010.

BOARD MEMBERS WERE CALLED TO ORDER AT 6:02 P.M. BY CHAIRMAN DAVID
ZIMMERMAN PRESIDING WITH THE FOLLOWING MEMBERS PRESENT: ACKERMAN, ANTONINI,
CARIUS, CRAWFORD, DONAHUE, B. GRIMM, D. GRIMM, HAHN, HARRIS, HILLEGONDS,
HOBSON, IMG, MEISINGER, NEUHAUSER, PALMER, SINN, STANFORD, SUNDELL,
VANDERHEYDT AND VONBOECKMAN.
ABSENT: BERARDI.

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

INDEX
AUGUST 25, 2010

* Approval of Minutes - April 28, 2010, May 26, 2010 and June 30, 2010 -----	1
* Consent Agenda -----	2
LAND USE	
1. Approve Amendment to the Official Spring Lake Township Zoning Map to change the zoning classification of property from an A-1 Agriculture Preservation Zoning District to an A-2 Agriculture Zoning District -----	253-264
TRANSPORTATION	
2. Approve the Delavan Fall Festival participant's use of county highways with police escort for the annual running of the Festival's 10K race -----	3-4
3. Approve low bid for Section 09-00008-00 DR (Springfield Road over Mackinaw River, Scour Protection) to Midwest Bridge and Crane to be paid 50% from County Bridge Funds and 50% from Matching Tax Funds in the amount of \$312,620.61 -----	5
HEALTH SERVICES	
4. Approve the annual recycling grant to the City of East Peoria for curbside recycling programs in the amount of \$40,000.00 -----	6
5. Approve the annual recycling grant to the City of Pekin for curbside recycling programs in the amount of \$67,000.00 -----	7-8
6. Approve the annual recycling grant to the Village of Creve Coeur for curbside recycling programs in the amount of \$10,000.00 -----	9
7. Approve the annual recycling grant to the City of Morton for curbside recycling programs in the amount of \$22,500.00 -----	10
8. Approve the annual recycling grant to the City of Washington for curbside recycling programs in the amount of \$15,780.00 -----	11
FINANCE	
9. Approve transfer request for Emergency Management Agency totaling \$1,650.00 -----	12
10. Approve transfer request for Animal Control in the amount of \$1,500.00 -----	13
11. Approve transfer request for County Board in the amount of \$2,500.00 -	14
12. Approve a three-year contract with Devnet for a Windows-based tax software system -----	265-289
13. Approve transfer for the Risk Management Fund in the amount of \$15,500.00 -----	290-291

HUMAN RESOURCES

- 14. Approve a four year collective Bargaining Agreement between The Chief Judge for the 10th Judicial Circuit and the Circuit Clerk, and the Police Benevolent and Protective Labor Committee on behalf of the Employees of Unit A ----- 15-76
- 15. Approve a four year collective Bargaining Agreement between Tazewell County and some of its Elected Officials, and the Police Benevolent and Protective Labor Committee on behalf of the Employees of Unit B ----- 77-135
- 16. Approve the Tazewell County Health Plan Document----- 136-216
- 17. Approve a Vehicle Policy for Tazewell County employees ----- 217-221

PROPERTY

- 18. Approve a sixty-three (63) month Lease Agreement with Attorney Kirk Bode for rental space at the Monge Building----- 292-303

EXECUTIVE

- 19. Approve an Agreement authorizing participation as a member in the Illinois Emergency Management Mutual Aid System Response ----- 222-235
- 20. Approve County Delinquent Tax Agent resolutions----- 236-240

APPOINTMENTS

- a. Rosemary Palmer – Tazewell County Extension Board – Appointment ----242
- b. David Jones – Tri-County Regional Planning Commission Appointment--243
- c. Mark Berg – Spring Lake Drainage District – Appointment -----244
- d. Jerry Vanderheydt – Central IL Agency on Aging – Appointment -----245
- e. Mark Weyrich – Union Drainage District No.1 – Appointment-----246
- f. J.D. Proehl – Hickory Grove Drainage and Levee District – Reappointment-----247
- g. Gene C. Nafziger – West Fork Drainage District – Reappointment-----248
- h. Brian Frank – Mackinaw River Drainage and Levee District No.1 – Reappointment-----249
- i. Darel Knaak – Cincinnati Drainage District – Reappointment-----250
- j. Ken Wehr – Lake Arlan Drainage District – Reappointment -----251
- k. Joseph Wuellner – Lake Arlan Drainage District – Reappointment -----252

- Bills ----- 304-357
- Calendar----- 358-360
- Announcements-----361
- Communications----- 362-365

Recess to September 29, 2010-----

Motion by Member Carius, Second by Member Hobson to approve minutes – April 28, 2010, May 26, 2010 and June 30, 2010. Carried by Voice Vote.

Consent Agenda

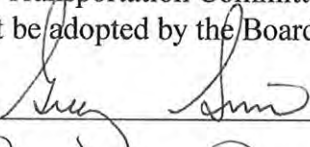

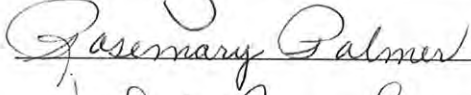
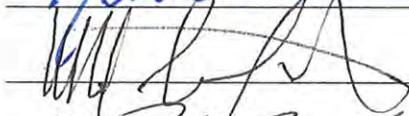
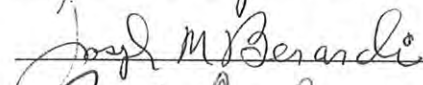

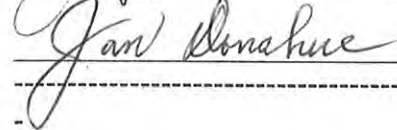
Motion by Member Neuhauser, second by Member Crawford to approve the Consent Agenda. Motion carried by Voice Vote.

**Consent Agenda – 1 – 20
Pulling – 1, 12, 13 and 18**

COMMITTEE REPORT

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 Delavan Fall Festival Board has requested permission for Delavan Fall Festival participants to ride on some of the county highways with police escort and no liability on September 6, 2010 only; and

WHEREAS, motion was made and passed upon vote to recommend to the County board that this request be considered; and

THEREFORE BE IT RESOLVED, that the County Board would approve said recommendation of the Transportation Committee; and

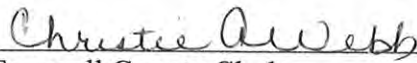
BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee and the County Engineer of this action.

ADOPTED this 25th day of August, 2010

ATTEST:



 Tazewell County Board Chairman

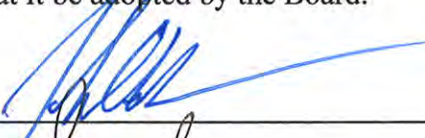


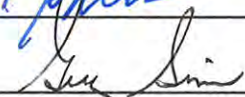
 Tazewell County Clerk


COMMITTEE REPORT


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:


Section 09-00008-00-DR (Springfield Road over Mackinaw River, Scour Protection): To Midwest Bridge & Crane Inc., in the amount of \$312,620.61, to be paid 50% from County Bridge Funds, Line Item 205-311-544-100 and 50% from Matching Tax, Line Item 206-311-544-110.

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

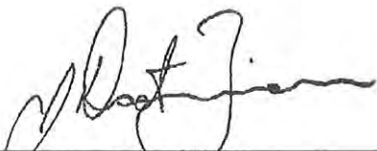
BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee and the County Engineer of Highways of this action.

ADOPTED this 25th day of August, 2010

ATTEST:



 County Clerk

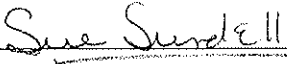
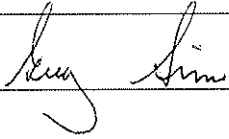
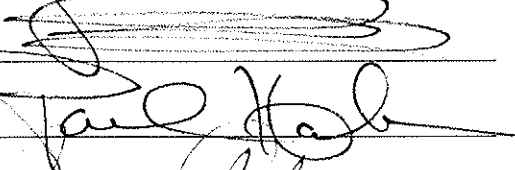
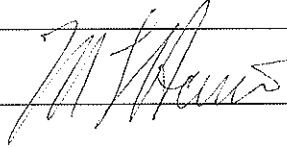



 County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the City of East Peoria manages an ongoing residential curbside recycling collection program; and

WHEREAS, the Illinois Solid Waste Planning and Recycling Act requires all counties to implement integrated waste management systems that emphasize composting, waste reduction and recycling; and

WHEREAS, the Annual Recycling Grant Program underwritten by the Counties solid waste management tipping fees will allow this recycling program to continue to operate as required by the County's IEPA approved Solid Waste Management Plan; and

WHEREAS, the Health Services Committee recommends to the County to approve the expenditure of Forty Thousand Dollars (\$40,000) to the City of East Peoria.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of the Health Department, the Chairman of the Health Services Committee, the Director of the Solid Waste Management Program and the Auditor of this action.

PASSED THIS 25TH DAY OF AUGUST, 2010.

ATTEST:


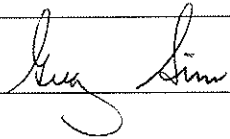
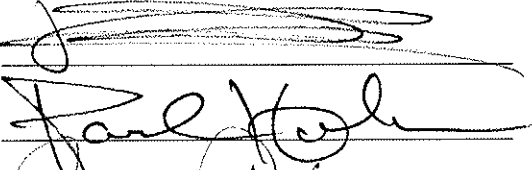
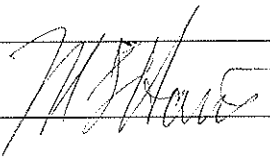


Tazewell County Clerk


Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the City of Pekin manages an ongoing residential curbside recycling collection program; and

WHEREAS, the Illinois Solid Waste Planning and Recycling Act requires all counties to implement integrated waste management systems that emphasize composting, waste reduction and recycling; and

WHEREAS, the Annual Recycling Grant Program underwritten by the Counties solid waste management tipping fees will allow this recycling program to continue to operate as required by the County's IEPA approved Solid Waste Management Plan; and

WHEREAS, the Health Services Committee recommends to the County to approve the expenditure of Sixty-Seven Thousand Dollars (\$67,000) to the City of Pekin.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of the Health Department, the Chairman of the Health Services Committee, the Director of the Solid Waste Management Program and the Auditor of this action.

PASSED THIS 25TH DAY OF AUGUST, 2010.

ATTEST:


 Tazewell County Clerk


 Tazewell County Board Chairman

TAZEWELL HEALTH DEPARTMENT
21306 Illinois Route 9
Tremont, IL 61568-9252 309/925-5511

CONTRACT

THIS AGREEMENT is entered into by and between the **City of Pekin** (hereinafter referred to as GRANTEE), and the COUNTY OF TAZEWELL, a body politic and corporate, (hereinafter referred to as the COUNTY).

COUNTY OBLIGATIONS

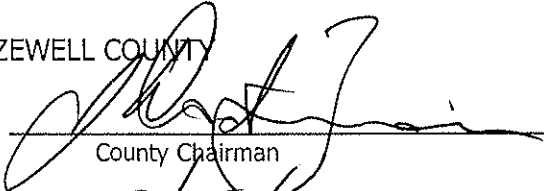
The COUNTY agrees to provide a grant in the amount of **\$67,000.00** Payment shall be made in full and shall be authorized upon execution of this Agreement The grant shall commence on the date of this Agreement and end on **12/31/11**. All funds that have not been expended or legally obligated by the expiration or termination of this Agreement may have to be returned to the COUNTY within 45 days following the expiration or termination of the Agreement.


GRANTEE OBLIGATIONS

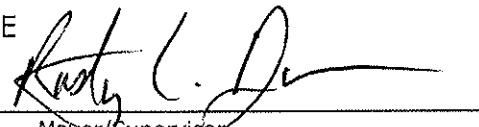
The Grantee agrees that all grant monies will be used in support of and in connection with the COUNTY approved recycling collection program. The COUNTY will monitor the recycling program to ensure it remains in compliance with the COUNTY'S IEPA approved Solid Waste Management Plan. Failure of Grantee to comply with this Plan will require forfeiture of all unused grant funds.

Upon request by the COUNTY, Grantee agrees to prepare and submit an annual progress report detailing program expenditures.

IN WITNESS THEREOF, the undersigned governmental units have caused this Agreement to be duly executed.

TAZEWELL COUNTY
By: 
County Chairman
Dated: 9/15/10

ATTEST: 
County Clerk

GRANTEE
By: 
Mayor/Supervisor
Dated: September 13, 2010

ATTEST: 
City Clerk

Revised Intergovernmental Agreement 9/2/03

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

See Sundell

~~_____~~
Paul Kohl
Joyce Antonine

Greg Smith

M. H. ...

RESOLUTION

WHEREAS, the Village of Creve Coeur manages an ongoing residential curbside recycling collection program; and

WHEREAS, the Illinois Solid Waste Planning and Recycling Act requires all counties to implement integrated waste management systems that emphasize composting, waste reduction and recycling; and

WHEREAS, the Annual Recycling Grant Program underwritten by the Counties solid waste management tipping fees will allow this recycling program to continue to operate as required by the County's IEPA approved Solid Waste Management Plan; and

WHEREAS, the Health Services Committee recommends to the County to approve the expenditure of Ten Thousand Dollars (\$10,000) to the Village of Creve Coeur.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of the Health Department, the Chairman of the Health Services Committee, the Director of the Solid Waste Management Program and the Auditor of this action.

PASSED THIS 25TH DAY OF AUGUST, 2010.

ATTEST:

Christie A. Webb

 Tazewell County Clerk

[Signature]

 Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

Sue Sundell

Greg Jinn

~~_____~~
Paul Hale
Jayce Antonio

M. Ward

RESOLUTION

WHEREAS, the City of Morton manages an ongoing residential curbside recycling collection program; and

WHEREAS, the Illinois Solid Waste Planning and Recycling Act requires all counties to implement integrated waste management systems that emphasize composting, waste reduction and recycling; and

WHEREAS, the Annual Recycling Grant Program underwritten by the Counties solid waste management tipping fees will allow this recycling program to continue to operate as required by the County's IEPA approved Solid Waste Management Plan; and

WHEREAS, the Health Services Committee recommends to the County to approve the expenditure of Twenty-Two Thousand, Five hundred Dollars (\$22,500) to the City of Morton.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of the Health Department, the Chairman of the Health Services Committee, the Director of the Solid Waste Management Program and the Auditor of this action.

PASSED THIS 25TH DAY OF AUGUST, 2010.

ATTEST:


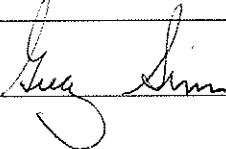

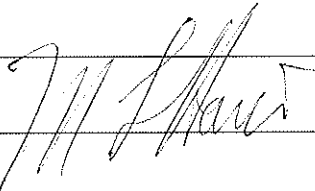

Christee Allwebb
Tazewell County Clerk

Greg Jinn
Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the City of Washington manages an ongoing residential curbside recycling collection program; and

WHEREAS, the Illinois Solid Waste Planning and Recycling Act requires all counties to implement integrated waste management systems that emphasize composting, waste reduction and recycling; and


WHEREAS, the Annual Recycling Grant Program underwritten by the Counties solid waste management tipping fees will allow this recycling program to continue to operate as required by the County's IEPA approved Solid Waste Management Plan; and

WHEREAS, the Health Services Committee recommends to the County to approve the expenditure of Fifteen Thousand, Seven hundred Eighty Dollars (\$15,780) to the City of Washington.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of the Health Department, the Chairman of the Health Services Committee, the Director of the Solid Waste Management Program and the Auditor of this action.

PASSED THIS 25TH DAY OF AUGUST, 2010.


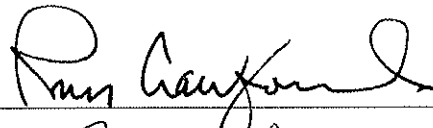
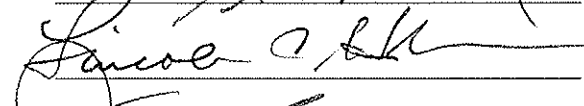
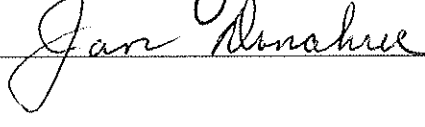
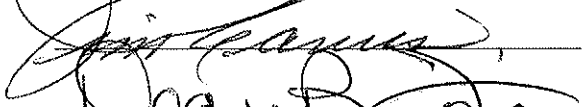
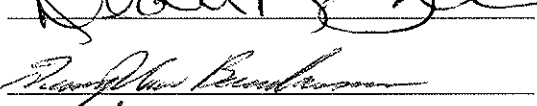
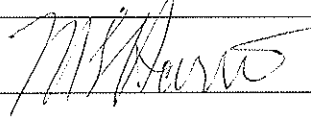
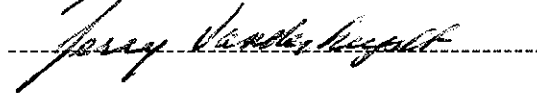
ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

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 Budget Line Transfers for Emergency Management Agency:

Transfer \$500.00 from Emergency Call Line Item (100-213-533-360) to Uniforms Line Item (100-213-522-110)

Transfer \$1,150.00 from Equipment Maintenance Line Item (100-213-533-730) to Uniforms Line Item (100-213-522-110); and

WHEREAS, the transfer of funds is needed to purchase a labeled reflective safety vest for each volunteer to wear when they are on duty.


WHEREAS, the safety vest will be issued like a badge and will be collected back when a volunteer terminates.

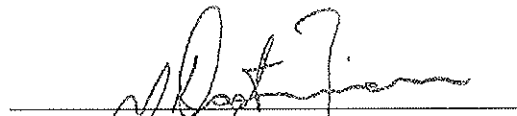
THEREFORE BE IT RESOLVED that the County Board approve the transfer of funds.

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

PASSED THIS 25TH DAY OF AUGUST, 2010.

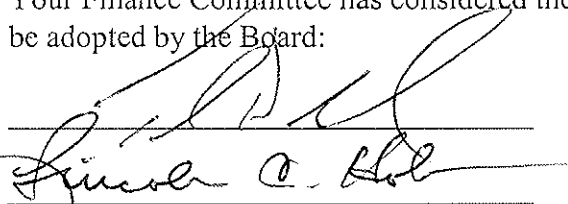

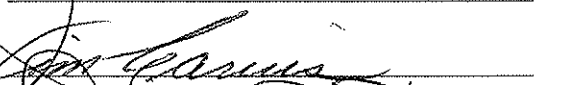
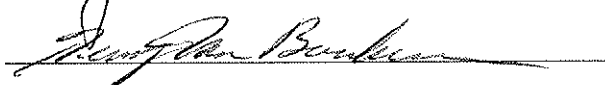
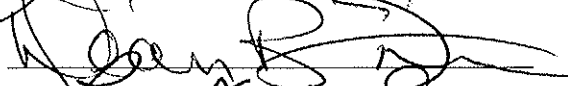

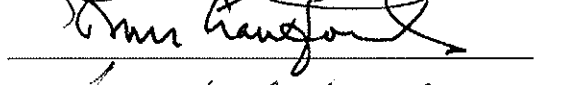
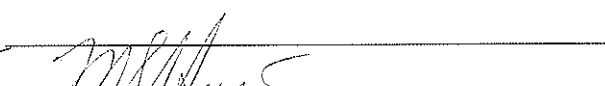
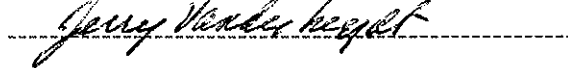
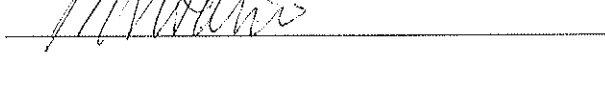
ATTEST:


County Clerk


County Board Chairman

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 a Budget Line Transfer for Animal Control:

Transfer \$1,500.00 from New Equipment Line Item (211-411-544-000) to Vehicle Maintenance Line Item (211-411-533-700); and


WHEREAS, the transfer of funds is needed to cover unexpected vehicle repair costs.

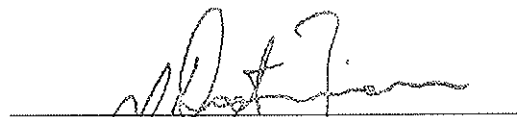
THEREFORE BE IT RESOLVED that the County Board approve the transfer of funds.

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

PASSED THIS 25TH DAY OF AUGUST, 2010.

ATTEST:

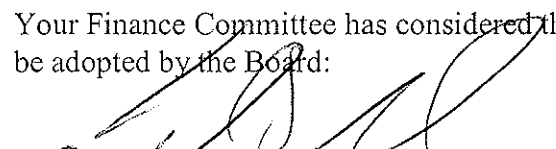
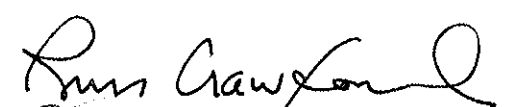
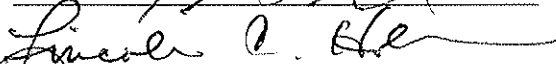
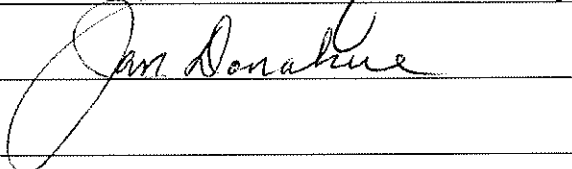
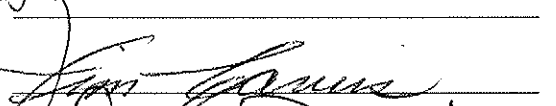


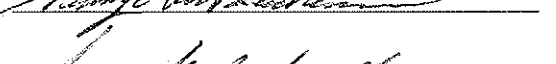
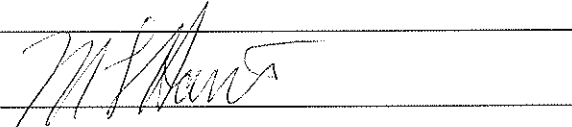
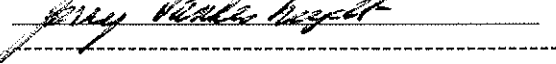

County Clerk


County Board Chairman

COMMITTEE REPORT

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 a Budget Line Transfer for County Board:

Transfer \$2,500.00 from Clerk Hire Line Item (100-111-511-048) to Board Chairman Travel Line Item (100-111-533-152); and

WHEREAS, the transfer of funds is needed to cover the cost of additional educational and training opportunities and unexpected expenses.

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 and the Auditor of this action.

PASSED THIS 25TH DAY OF AUGUST, 2010.

ATTEST:

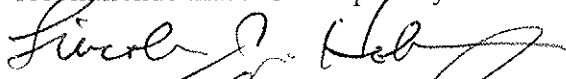

Tazewell County Clerk

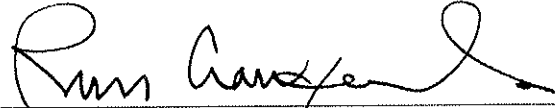

Tazewell County Board Chairman

COMMITTEE REPORT

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:

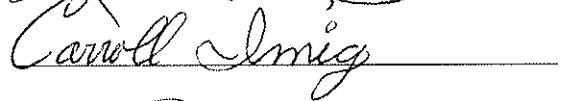


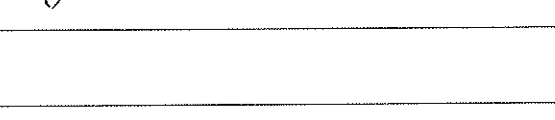


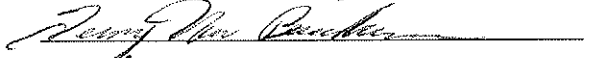


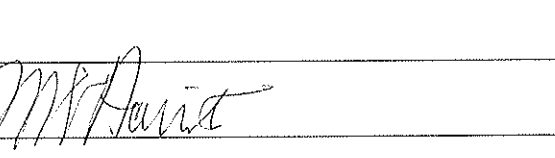














RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve ratification of the Collective Bargaining Agreement between the Chief Judge for the Tenth Judicial Circuit and the Circuit Clerk of Tazewell County and the Police's Benevolent and Protective Association Labor Committee Union on behalf of the Employees of Unit A; and


WHEREAS, this Agreement is effective retroactive to December 1, 2009 and is for a 4-year term.

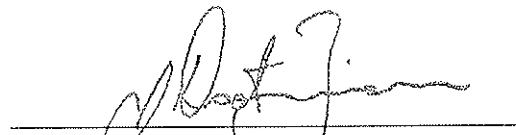
THEREFORE BE IT RESOLVED that the County Board ratifies said agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the Chief Judge for the Tenth Judicial Circuit, the Circuit Clerk of Tazewell County, Kasey Groenewold, Labor Representative of Police Benevolent and Protective Association Labor Committee, 435 West Washington Street, Springfield, IL 62702, the County Board Office and the Auditor and Payroll of this action.

PASSED THIS 25TH DAY OF AUGUST, 2010.

ATTEST:


County Clerk


County Board Chairman

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CHIEF JUDGE FOR THE TENTH JUDICIAL CIRCUIT,
AND THE CIRCUIT CLERK OF TAZEWELL COUNTY
AND
POLICEMEN'S BENEVOLENT AND PROTECTIVE ASSOCIATION LABOR
COMMITTEE UNION
ON BEHALF OF THE EMPLOYEES
FOR UNIT A

INDEX

PREAMBLE 02

ARTICLE I – RECOGNITION..... 03

ARTICLE II – MANAGEMENT RIGHTS 07

ARTICLE III – UNION RIGHTS 08

ARTICLE IV – SUBCONTRACTING 12

ARTICLE V – NON-DISCRIMINATION 13

ARTICLE VI – DUES CHECKOFF/FAIR SHARE FEES..... 13

ARTICLE VII – WORK STOPPAGE 16

ARTICLE VIII – PERSONNEL FILES..... 18

ARTICLE IX – DISCIPLINE AND DISCHARGE 19

ARTICLE X – DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE 21

ARTICLE XI – SENIORITY/LAYOFF/RECALL..... 29

ARTICLE XII – FILLING OF VACANCIES..... 31

ARTICLE XIII – HOURS OF WORK/BREAKS/OVERTIME 33

ARTICLE XIV – VACATIONS..... 36

ARTICLE XV – HOLIDAYS 39

ARTICLE XVI – SICK LEAVE 40

ARTICLE XVII – LEAVES OF ABSENCE..... 42

ARTICLE XVIII – UNPAID LEAVES OF ABSENCE 44

ARTICLE XIX – WAGES..... 46

ARTICLE XX – MILEAGE ALLOWANCE 48

ARTICLE XXI – OTHER PAY PROVISIONS..... 48

ARTICLE XXII – LABOR-MANAGEMENT/SAFETY AND HEALTH COMMITTEE 49

ARTICLE XXIII – INSURANCE 51

ARTICLE XXIV – MISCELLANEOUS PROVISIONS..... 53
ARTICLE XXV – JOB DESCRIPTIONS 55
ARTICLE XXVI – PAST PRACTICE..... 56
ARTICLE XXVII – RECORDS AND FORMS..... 56
ARTICLE XXVIII – ENTIRE AGREEMENT/SAVINGS CLAUSE..... 57
ARTICLE XXIX – TERMINATION 58
ATTACHMENT A 60

PREAMBLE

This Agreement entered into by the Chief Judge for the 10th Judicial Circuit and the Circuit Clerk of the County of Tazewell, hereinafter referred to as the Employers, and the Policemen's Benevolent Labor Committee, referred to as the Union, after collective bargaining as required by Public Act 83-1012 (Illinois Public Labor Relations Act) for the purposes of promoting harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment

The parties to this Agreement further acknowledge the following principles:

(a) The Chief Judge of the Circuit Court may designate an agent in writing for purposes of being the named public Employer for the circuit court in matters arising under this contract.

(b) If the Employer wishes to defend against a demand for arbitration of a grievance because of the precedence of Articles I or VI of the Illinois Constitution or a rule or order of the Supreme Court, such matter shall not proceed until a Circuit Court from another jurisdiction decides if the defense does not apply to the matter. Both parties reserve the right to appeal the decision.

(c) If a judicial branch officer wishes to defend an unfair labor practice complaint because of the precedence of Articles I or VI of the Illinois Constitution or a rule or order of the Supreme Court, such matter shall not proceed until a circuit court from another jurisdiction decides if the defense does not apply to the matter. Both parties reserve the right to appeal the decision.

(d) No provision in this contract, which adversely affects or interferes with the constitutional or inherent powers of the judiciary or with a rule or order of the Supreme Court, may be enforced. The Union retains its full right of appeal through the Court system.

(e) No provision of this contract may interfere with the supervision or conduct of a lawsuit by a judge. No provision in this contract which interferes with the supervision or conduct of a lawsuit by a judge may be enforced but the suspension of any such provision due to the conduct of a lawsuit by a judge shall not cause loss of wages or economic benefit to the members of the bargaining unit.

(f) No employee may engage in a strike, work stoppage, work slowdown, or any other activity, which interferes with the operation of the Circuit Court.

ARTICLE 1

RECOGNITION

Section 1 – Unit Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, working conditions and other conditions of employment for all fulltime and part-time employees in the job classifications as certified by the State Labor Relations Board, for Unit A. Such recognition is pursuant to certification by the State Labor Relations Board, and shall include those employees, except those excluded pursuant to P.A. 83-1012 and such certification. Where a new classification is instituted, the work of which falls within the scope of the unit, the Employer agrees to jointly petition the State Labor Board to seek the necessary unit clarification.

Where other employees were historically excluded but are eligible under the statute and may only appropriately be represented in the unit or where a new classification is instituted, the work of which falls within the scope of the unit, the Employer agrees to jointly petition the Illinois State Labor Board to seek the necessary unit clarification.

The State Labor Relations Board has certified the bargaining unit for Unit A as follows:

Included: All full-time employees employed by the Chief Judge of the 10th Judicial Circuit in the following offices and positions: Tazewell County Adult Probation Office: Clerical employees, Clerical/Public Service Coordinator, Specialized Caseload Clerk and Office Manager; Jury Commission: Clerical Employees; Legal Services Reimbursement: Clerical employees and Administrative Assistant; and All full and part-time employees of the Tazewell County Circuit Clerk in the following position: Deputy Circuit Clerk.

Excluded: All Attorneys, Caseworkers Assistant, Victim Witness Coordinator, Criminal Investigators, Jury Commissioner and Public Defender, Court Services Probation Officers, all other employees of the Tazewell County Circuit Clerk, short-term and part-time employees, and all other employees of the employer and all supervisors, managerial and confidential employees as defined by the Act.

Section 2 - New Classifications

In the event the Employer establishes new job positions within the bargaining unit, the Employer, through its Position Classification Committee, shall assign a classification and pay grade thereto. If the inclusion of a new position classification is

agreed to by the parties or found appropriate by the State Labor Relations Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the 3rd step of the grievance procedure.

The arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- (a) The job content and responsibilities attached hereto in comparison with the job content and responsibilities of other position classifications in the classification schedule and in the bargaining unit;*
- (b) Like positions with similar job content and responsibilities within the public labor market generally,*
- (c) Significant differences in working conditions to comparable position classifications.*

The pay grade originally assigned by the Employer shall remain in effect pending the arbitrator's decision.

If the decision of the arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactively to the date of its installation.

Upon installation of the new position classification, the filling of such position classification shall be in accordance with other procedures set forth in this Agreement.

Section 3 – Abolition or Merger of Job Classification

The Employer's determination to abolish or merge existing classifications may be appealed to the 2nd step of the grievance procedure.

Section 4 – Integrity of the Bargaining Unit

The Employer recognizes the integrity of the bargaining unit, and will not take any action, which may erode it. The Employer shall assign bargaining unit work to bargaining unit employees except as otherwise provided in this Agreement.

Section 5 – Union Exclusivity

The Employer shall not discuss, confer, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to hours, wages, and working conditions for employees in the bargaining unit. Nor shall the Employer negotiate with employees over their hours, wages and working conditions, except as provided herein.

Section 6 – Department Heads

Department Heads may continue to perform bargaining unit work which is incidental to their jobs. Department Heads may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by Department Heads shall not cause any layoffs of the bargaining unit employees.

Section 7 - Short-Term Employees

The Employer may continue to use short-term employees in accordance with past practice. Short-term employees are those who work in two (2) quarters, or less, per year and who have no reasonable expectation of being rehired the next year.

Employer agrees not to significantly increase the number of short-term employees in such manner as to avoid hiring permanent personnel or to cause layoffs of existing personnel.

ARTICLE II

MANAGEMENT RIGHTS

Section 1 - Rights Residing in Management

Except as amended, changed or modified by this Agreement, subject to the general administrative and supervisory authority of the Illinois Supreme court and the Chief Judge, the Employer retains the exclusive right to manage its operations, determine its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its working forces, including, but not limited to:

- (a) the right to hire, promote, demote, transfer, evaluate, allocate, assign, supervise and direct employees;*
- (b) to discipline, suspend and discharge for just cause;*
- (c) to relieve employees from duty because of lack of work or other legitimate reasons;*
- (d) to determine the size and composition of the work force;*
- (e) to make and enforce reasonable rules of conduct and regulations;*
- (f) to determine the departments, divisions and sections and work to be performed therein;*
- (g) to determine the number of hours of work and shifts per work week;*
- (h) to establish and change work schedules and assignments;*
- (i) to introduce new methods of operation;*

(j) to eliminate, contract, and relocate or transfer work and maintain efficiency;

(k) to take whatever action is necessary to carry out its functions in emergency situations.

Section 2 – Statutory Obligations

Nothing in this Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations of the Employer except that the exercise of its rights in the furtherance of such statutory obligations shall not be in conflict with the provisions of this Agreement.

ARTICLE III

UNION RIGHTS

Section 1 – Union Activity During Working Hours

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend meetings covering modifications or supplemental agreements arising during the term of the Agreement, committee meetings and activities if such committees have been established by this Agreement, or meetings called or agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives or stewards, and if such attendance does not substantially interfere with the Employer's operations.

Section 2 - Access to Premises by Union Representatives

The Employer agrees that local representatives and officers and the Policemen's Benevolent Labor Committee staff representatives shall have reasonable access to the

premises of the Employer, giving notice upon arrival to the Chief Judge, or his designee; County Board Chairman, or his designee; the Circuit Clerk official, or her designee. Such visitations shall be for the reason of the administration of this Agreement and shall not interfere with the normal operations of the particular department. By mutual arrangement with the Employer in emergency situations, Union staff representatives or local Union representatives may call a meeting during work hours to prevent, resolve or clarify a problem of such magnitude that concerted activity is imminent.

Section 3 - Time Off for Union Activities

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions, provided such representative shall give reasonable notice to his/her supervisor of such absence and may be allowed such time off if it does not interfere with the operating needs of the Employer. No more than two (2) local Union representatives at one time may be granted such time off without pay for no more than three (3) days at one time. No individual employee may be granted such time off without pay more than twice per year.

At the employee's option, the employee may elect to use other available paid time off, such as vacation or personal days, (but not sick leave) in lieu of taking the above leave without pay.

Section 4 - Union Bulletin Boards

The Employer shall provide bulletin boards in the Courthouse, Tazewell building, Old Post Office, McKenzie Building, Animal Control and Arcade Building locations. The

boards shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature.

Section 5 - Information Provided to Union

At least twice each year, when requested by the Union, the Employer through the Office of the County Clerk, shall notify the local Union, in writing, of the following personnel transactions involving bargaining unit employees: New hires, promotions, bid numbers where such are used, layoffs, reemployment, transfers, leaves, returns from leave, suspension, discharge, and termination.

In addition, upon request of the Union, the Employer shall furnish the Union every ninety (90) days the current seniority rosters and reemployment lists, applicable under the seniority provisions of this Agreement.

Section 6- Union Orientation

(a) The Employer shall notify the Union within fourteen (14) calendar days of the first day of work for any new employee or the change of full-time or part-time status of any employee covered by the bargaining unit.

(b) By mutual arrangement regarding time and place with the Employer, the Union shall be allowed to orient, educate and update each employee for up to one hour during the term of the contract for the purpose of informing employees of their rights and obligations under this collective bargaining agreement, and without loss of pay for the employees involved. The Unions may conduct these orientation sessions no more than once per month for new employees. For the purpose of this Section a new employee is defined as anyone in their first year of employment with the County.

(c) the Employer shall inform the Union of all such hiring and the Union shall inform the Employer of the Union representative who will carry out the Union orientation.

(d) the Union is responsible for providing signed deduction forms to Payroll.

Section 7- Distribution of Union Literature

During employee's non-working hours, he/she shall be permitted to distribute Union literature to other non-working employees in non-work areas and in work areas during non-work hours.

However, the parties recognize that at some work sites, a staggered schedule for breaks and meal periods or starting and quitting times creates the condition in which some employees are always working while others are not. Where distribution would consequently be disruptive of working employees, it shall normally be carried out while the largest number of employees are on rest or meal periods or other non-working time.

Section 8- Union Meetings on Premises

The County Board Chairman, or his designee, agrees to make available conference and meeting rooms for Union meetings permitted under this Agreement upon prior notification to the County Board Chairman, or his designee, unless to do so would interfere with the operating needs of the Employer or cause additional cost or undue inconvenience to the Employer.

Section 9-Rate of Pay

Any time off with pay provided for under this Article shall be at the employee's regular rate of pay as though the employee were working.

ARTICLE IV

SUBCONTRACTING

Section 1 - General Policy

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency.

Section 2 - Notice and Discussion

Absent an emergency situation, prior to the Employer changing its policy involving the overall subcontracting of work in a bargaining unit area, when such change amounts to a significant deviation from past practice resulting in layoff of a significant number of bargaining unit employees, the Employer shall first notify the Union and offer the Union an opportunity to discuss and participate in considerations over the desirability of such subcontracting of work, including means by which to minimize the impact of such on employees.

ARTICLE V

NON-DISCRIMINATION

Section 1 - Prohibition Against Discrimination

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental and/or physical disability, sexual orientation, or other non-merit factors.

Section 2 - Union Activity

The Employer and the Union agree that no employee shall be discriminated against, intimated, restrained or coerced in the exercise of any rights granted by the

Illinois Public Labor Relations Act or by this Agreement, or on account of Union membership or non-membership or engagement in lawful activities on behalf of the Union.

Section 3 - Equal Employment/Affirmative Action

The parties recognize the Employer's obligation to comply with federal and state Equal Employment and Affirmative Action Laws.

ARTICLE VI

DUES CHECKOFF/FAIR SHARE FEES

Section 1 - Dues Checkoff

Upon receipt of a signed authorization from an Employee in the form set forth in Appendix "A" to this agreement, the Employer agrees to deduct uniform monthly bargaining unit dues and/or assessments from such employee's pay. The Union will notify the Employer in writing of the amount of the uniform dues to be deducted. Deductions shall be made on the second payday of each month and shall be remitted, together with an itemized statement, to the Policemen's Benevolent Labor Committee, 435 West Washington Street, Springfield, Illinois 62702.

Section 2 - Fair Share Fees

(a) The Employer shall grant "Fair Share" to the Union in accordance with Section 6(e)-(g) of the Illinois Public Labor Relations Act: Employees covered by this Agreement will within thirty (30) days of their employment by the Employer either (1) become members of the Union and pay to the Union regular Union dues and fees or (2) will pay the Union each month their fair share of the Union's costs of the collective

bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.

(b) Such fair share payment by non-members shall be deducted by the Employer from the earnings of the non-member full-time employees and remitted to the Union, provided, however, that the Union shall certify to the Employer the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-member's proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment. The Union will notify the Employer of any change in Union dues/fair share at least thirty (30) days prior to the effective date of such change.

(c) The Employer shall be relieved from making the above deductions upon termination of this Agreement, termination of an employee's employment, transfer of an employee from the bargaining unit or a revocation of an employee's authorization, provided, however, that such revocation shall not relieve the Employer of its obligation to make the fair share deductions required herein. The Employer shall not be obligated to deduct dues from an employee's pay during any month in which the employee's pay is less than the amount to be deducted.

(d) Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to the Union, shall be required to pay an amount equal to their fair share of Union dues, as described in Section 2(a), to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6(g) of the Illinois

Public Labor Relations Act. The employee will be required to furnish written receipt to the Union on a monthly basis verifying that such payment has been made.

(e) The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), and subsequent Federal and Illinois court decisions, with respect to the constitutional rights of fair share fee payors. It is specifically agreed that any dispute concerning the amount of the fair share payment and/or the establishment of the constitutionally mandated procedures for resolving disputes as to the appropriate amount of such fair share payment shall be the responsibility of the Union and not the Employer, and such dispute shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

(f) The only obligation of the Employer is to deduct and remit the certified amounts to the Union. The Employer shall bear no obligation or liability to the Union or any employee for any action taken in an effort to discharge such obligations. The Union shall indemnify, defend, and hold harmless the Employer, its officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or any other forms of liability that shall arise out of or by reason of any action by the Employer for the purposes of complying with this Article or in reliance upon any list, form, notice, certification, or assignment furnished pursuant to the provisions hereof.

Section 3 - Deduction Forms

The Union shall supply the Employer with deduction forms and said forms shall include the date of the execution of the employees signed authorized form.

ARTICLE VII

WORK STOPPAGE

Section 1 - Strike and Lockout Prohibited

Neither the Union nor any of its officers, agents or bargaining unit 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.

Section 2 - Union Action

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

Section 3 – Penalties

Any or all employees who have been found to have violated any of the provisions of Article VII may be discharged or otherwise disciplined by the Employer, such discipline may include loss of unearned compensation and holiday pay. 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 VIII

PERSONNEL FILES

Section 1 – Inspection

Upon written request by an employee, the Employer shall permit the employee to reasonably inspect his or her personnel file in as private a manner as possible under the supervision of a manager. If the employee is involved in a grievance such inspection shall be immediate; otherwise, it may be within twenty-four (24) hours of receipt of the employee's written request for inspection provided that the administrative office of the employee's department is open. The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain a copy of any information contained in the file upon payment of a fee for the cost of copying in excess of fifty (50) sheets per request. The Employer and the Union agree to abide by the procedure set forth in the Illinois Personnel Record Review Act (820 ILCS 40/1, et. seq).

Section 2 - Union Access

An employee who is involved in a current grievance against the Employer may designate in writing that a Union representative may inspect his or her personnel file subject to the procedures contained in Section 1 of this Article.

Section 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.

Section 4 – Review

Employees shall be allowed to review their personnel file during daytime work hours with a department head or their designee present. Employees shall lose no pay for hours for use of this privilege not to exceed one (1) hour on each occasion. Employees may access their personnel files no more than twice per year unless the employee is involved in a grievance action, in which case, upon the written request by the Union Labor Representative the Employer shall provide a copy of the employees personnel file to the Union.

Section 5 - Number and Location of Files

There shall be no more than one (1) personnel file kept on the individual employee which shall be maintained in the office where the employee works, except that the payroll portion (wages, holidays, personal days/comp time etc.) shall be maintained as the official record in the County Clerk's Office.

ARTICLE IX

DISCIPLINE AND DISCHARGE

Section 1 – Definition

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- (a) Oral reprimand;*
- (b) Written reprimand;*
- (c) Suspension (notice to be given in writing);*
- (d) Discharge (notice to be given in writing).*

Employees shall not be demoted for disciplinary reasons. Employees will be given copies of all reprimands.

Disciplinary action may be imposed promptly upon an employee only for just cause. Discipline shall be imposed promptly after the Employer is aware of the event or action giving rise to the discipline and after a reasonable period of time to investigate the matter. An employee shall be entitled to a grievance representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against the employee. The parties understand that the tenets of progressive discipline do not prohibit the Employer from imposing a higher level of discipline where there is just cause to do so, and after considering all previous infractions and the discipline imposed.

Section 2 - Just Cause

Disciplinary action may be imposed upon an employee only for just cause. Where an employee is serving a probationary period the parties agree said employee cannot use the grievance procedure to grieve a discharge, but the probationary employee may grieve an oral reprimand, written reprimand or suspension.

Section 3 - Manner of Discipline

If the Employer has reasons to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public.

Section 4 - Notification and measure of Disciplinary Action

In the event disciplinary action is taken against an employee, other than the issuance of an oral reprimand, the employer shall promptly furnish the employee in writing with a clear and concise statement of the reasons. The employee shall be given notice before the discipline is to take place to allow the employee time to speak with a union representative. Unless the employee declines in writing to inform the Union of

such disciplinary action, the Employer shall also furnish the Union with the same information provided to the employee. The Employer will provide to the Union a copy of any written declination by the employee. The measure of discipline and the statement of reasons may be modified especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

Section 5 - Removal of Discipline

Written reprimands and discipline shall be removed from an employee's record if, from the date of the reprimand twenty-four (24) months pass without the employee receiving an additional reprimand or discipline for such offense.

Section 6 – Disciplinary Meeting

If the Employer and Union meet for purposes of a disciplinary meeting stemming from discipline to be provided to an employee, the Union member subject to discipline may be accompanied by one (1) Bargaining Unit Member, in addition to a Union attorney or Union Field Representative at said meeting. No Union member shall be present on behalf of the Employer for these purposes unless the Union member subject to discipline requests that he or she be allowed to confront any potential witnesses or accuser of the alleged incident.

ARTICLE X

DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 1 - Definition of a Grievance

A grievance is defined as any unresolved difference between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement or working conditions established under this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act and the Illinois Constitution.

Section 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 Department Head. All disputes pursuant to this Section shall be made in writing no later than ten (10) working days from the incident giving rise to the dispute.

The employee shall make his or her complaint to his or her Department Head which may, in some cases, be an Elected Official. The employee shall be notified of the decision within ten (10) working days following the day when the complaint was made. 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 perform his/her assigned work task and complain later, unless the employee reasonably believes that the assignment endangers his or her safety.

Section 3 – Representation

Grievances shall be processed by the Union 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 Union 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 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 signature of the grieving employee(s) and the date.

Section 5 - Time Limitations

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

The Employer's failure to respond within the time limits shall not find in favor of the grievant and shall automatically advance the grievance to the next Step except arbitration. Time limits may be extended by mutual agreement.

Section 6 - Investigating or Processing Grievances

The grievant(s) and one Union grievance representative will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. A grievant who is called back by the Employer on a different shift or on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent in the meeting considered as time worked. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time

without loss of pay to attend grievance meetings and/or respond to the Union's investigation but shall not be compensated by the Employer for testifying outside of working hours. No employee or Union representative shall leave his/her work to investigate, file or process grievances without first notifying and making mutual arrangement with his/her Department Head, Supervisor, or designee, as well as the Department Head, Supervisor or designee as well as the Department Head, Supervisor or designee of any unit to be visited. Such notice (Attachment A) shall be in writing and will identify the specific grievance and the estimated amount of time the representative believes his/her investigation will entail. Such notice shall indicate that the Supervisor of the unit to be visited has been notified of his/her intention to visit said unit. The employee will notify Department Head if he/she is going to run over his/her estimated allotted time. The employee will notify his/her Supervisor upon his/her return to the work place. Such arrangements shall not be denied unreasonably. Employees attending grievance meetings shall normally be those having direct involvement in the grievance. In the event of a grievance the employee's assigned work task shall be performed first and the grievance filed later, unless the employee reasonably believes the assignment endangers his/her safety.

Section 7 - Meeting Space and Telephone Use

Upon request, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance; and, upon prior general approval, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances. Such use shall not include any long distance or toll calls at the expense of the Employer.

Section 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 2 - Dispute Resolution, the Union shall prepare a written grievance on a form mutually agreed to and presented to the elected official or Department Head, as the case may be, no later than ten (10) working days after the employee was notified of the decision by the Supervisor. At a minimum the form must indicate Union authorization of the grievance, and the name of the steward who the Union designates as its Step 1 representative. Within five (5) working days after the grievance has been submitted in this Step 1, the elected official or Department Head, as the case may be, shall meet with the grievant and the Union steward to discuss the grievance and make a good faith attempt to resolve the grievance. The elected official or Department Head, as the case may be, shall respond in writing to the grievant and the Union steward within ten (10) working days following the meeting. If resolution of the grievance requires the expenditure of money beyond available budget funds, the grievance shall be referred to Step 2.*

Step 2. *In the case of grievances arising in an office headed by an elected official, if the grievance is not settled at Step 1, the grievance may be referred in writing within five (5) working days after the decision in Step 1, to a grievance committee composed of one (1) County Board member appointed by the Chairman of the County Board, the elected official*

involved, and a third person selected by mutual agreement of the elected official and the Chairman of the County Board. In the case of grievances involving employees appointed by the Chief Judge of the Circuit court, if the grievance is not settled at Step 1, the grievance may be referred in writing with five (5) working days after the decision in Step 1, to a grievance committee consisting of the Chief Judge, or his designee; the Chairman of the County Board, or his designee; and a third person selected by mutual agreement of the chief Judge and the chairman of the County Board. Within ten (10) working days after the grievance has been filed with the Committee, the Committee shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Committee shall respond in writing to the Union and the grievant within five (5) working days following the meeting.

Step 3. *If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) working days after the Section 2 Committee's written decision or the expiration of the five (5) day period if the Committee fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration a representative of the Employer and the Union shall meet to select an arbitrator from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after such meeting, the parties shall request the American Arbitration Association to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of*

arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Union. The Employer and the Union shall take turns as to the first strike. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Union 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 Union 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.

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 arbitrator shall review and consider an employee's entire personnel file when reviewing the merits of a suspension, demotion or discharge case.

The expenses and fees of the arbitrator and the cost of the hearing room and other related costs determined by the arbitrator 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. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, that party shall pay for the cost of its copy.

Section 9 - Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be, by mutual agreement, filed at the appropriate advanced step where the action giving rise to the grievance was initiated.

Mutual agreement shall take place between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

Section 10 - Pertinent Witnesses and Information

The Union or Employer may request a production of specific documents, books, papers or witnesses reasonably available from the Employer or Union and substantially pertinent to the grievance under consideration. Such requests shall not be unreasonably denied.

If the request is unreasonably denied, the Union or Employer may petition the Circuit Court in accordance with State law to seek compliance with their request.

ARTICLE XI

SENIORITY/LAYOFF/RECALL

Section 1 – Probation

New employees shall serve a probationary period of twelve (12) months from the date of hire in the bargaining unit. Employees transferring into this bargaining unit from other County departments shall serve a probationary period of three (3) months from the date of hire in this bargaining unit. 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.

Section 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 with Unit A. Eligibility for benefit accrual shall be based upon the employee's continuous length of service with Tazewell County. Departmental seniority is defined as length of continuous full-time service in a specific department. Departmental seniority will only be used for the purpose of vacation scheduling and assignment of overtime.

Section 3 - Loss of Seniority

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

- (1) quits;*
- (2) is discharged unless reversed by the grievance procedure;*

- (3) *is absent from work three (3) consecutive days without notification to and 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;*
- (4) *is laid off for more than two (2) years or fails to report to work within five (5) working days after having been recalled from layoff;*
- (5) *fails to report for work at the termination of a leave of absence unless such failure is due to illness, injury or other unavoidable cause;*
- (6) *if an employee on a leave of absence for personal or health reasons accepts other employment without permission;*
- (7) *if he or she retires from employment.*

Section 4 - Seniority List

The Employer, upon written request of the Union, shall supply to the Union an updated seniority list for bargaining unit employees.

Section 5 – Layoffs

When the Employer determines that layoffs are necessary, employees shall be given fourteen (14) days written notice of such layoff and be laid off in the inverse order of seniority in their particular Department or Office and job classification.

Section 6 - Order of Layoffs

In applying the above procedures, full-time probationary employees shall be removed from the affected classification or replaced, as the case may be, prior to removing or replacing full-time, non-probationary employees, and part-time probationary

employees shall be removed or replaced prior to removing or replacing part-time, non probationary employees.

Section 7 – Recalls

Employees shall retain recall rights for two (2) years in the same department/Office. If the Employer authorizes that a vacancy be filled, employees on layoff with recall rights who have held the classification previously shall first be recalled by seniority. If no one with recall rights to that job classification accepts the recall, then all others on layoff with recall rights, conditioned upon ability to perform the work available, shall then be recalled by seniority.

Employees who are eligible for recall shall be given ten (10) working 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/her latest mailing address. The employee must notify the Employer within five (5) working days after receipt of the notice whether the employee will accept recall.

ARTICLE XII

FILLING OF VACANCIES

Section 1 - Definition of a Permanent Vacancy

For the purpose of this Article a permanent vacancy is created:

- (a) When the Employer determines to increase the work force;
- (b) When any of the following personnel transactions take place and the Employer determines to replace the previous incumbent;
 - (1) terminations,
 - (2) transfers,

- (3) promotions,
 - (4) demotions,
 - (5) related transactions,
- (c) Vacancies filled by bargaining unit employees as a result of voluntary reduction in lieu of layoff, shall be considered permanent vacancies for the purpose of this Article.

Section 2 - Creating of a Permanent Vacancy

A permanent vacancy in full-time or part-time positions shall be created by action of the Office Holder in the case of elected officials and by action of the County Board in other cases acting upon the request of the Department Head as recommended by the Human Resources Committee of the County Board.

In the case of vacancies declared by an Office Holder, the Office Holder will notify the County Board of such vacancy, the pay step and salary assigned to the vacancy and the filling thereof. The vacancy may only be filled subject to available funds.

Improper assignment of the position to a particular classification shall be subject to resolution through the Labor-Management Committee or the grievance procedure.

Section 3 – Posting

- (a) *Permanent vacancies of the Employers shall be posted for bid on Union bulletin boards for a period of five (5) working days. Any bargaining unit employee may bid on a position.*

- (b) *The bid notice shall state the position classification, the shift, and permanent vacancies shall be filled by the application of the provisions of this Article and Article XI.*

Section 4 - Order of Selection

Selection for filling of a permanent vacancy shall be from those applicants deemed qualified to perform the duties of the vacant position. If more than one applicant is considered qualified on a relatively equal basis, the following factors shall be considered in making the selection:

- (a) *Employment in the Office or Department in which the vacancy exists;*
(b) *Employment in another Office or Department of the Employer;*
(c) *The seniority of any person in (a) or (b).*

ARTICLE XIII

HOURS OF WORK/BREAKS/OVERTIME

Section 1 - Week Defined

The workweek consists of seven (7) consecutive days commencing at 12:01 A.M. on Sunday and ending at 12:00 Midnight on Saturday. A normal workweek for Unit A is five (5) consecutive days

Section 2 - Pay Period

The biweekly straight time pay shall be determined by multiplying 75 hours for those employees working a seven and one-half (7 ½) hour day and 80 hours for those employees working an eight (8) hour day times the hourly rate. The new rates become effective on December 1st each year. A pay period is fourteen (14) days beginning 12:01 A.M. on Sunday.

Section 3 - Hours of Work

The normal workday shall consist of 7.5 or 8 consecutive hours and the normal workweek shall consist of five (5) consecutive workdays followed by two (2) consecutive workdays off. Starting time shall be no earlier than 7.00 AM and the quitting time no later than 5:00 PM. Employees may flex their schedules on a daily basis with the permission of their supervisor so long as they complete their regular hours of work for each day. No employee will have his or her current schedule changed. Changes are subject to negotiation with the Union.

True time worked is defined as all time considered work time under the Fair Labor Standards Act. Daily attendance sheets shall be maintained in each office or Department accurately recording time worked by all employees.

Section 4 - Break Periods

A break or rest period of fifteen (15) minutes each may be taken during the morning and during the afternoon of each shift, but in single employee offices the work station may not be left without permission of the Department Head out of concern for the operating needs of the Office or Department. The Department Head shall relieve the employee when the Department Head is present and available in the Office.

Section 5 - Lunch Periods

Lunchtime shall be one (1) hour, to be taken as scheduled by the Department Head or Office Holder consistent with past practice. Employees shall not be paid for the lunch hour and are free to leave their job site during the lunch hour.

Section 6 - Overtime Defined

Overtime is defined as all work in excess of eight (8) hours per day or forty (40) hours per week for the employees in this bargaining unit. Overtime must be pre-authorized by the Supervisor, except when the situation is beyond the control of the employee.

Section 7 - Overtime Procedure

Overtime shall be distributed as equally as possible among the employees who normally perform the work in the position classification in which the overtime is needed and within a work unit as mutually agreed to between the parties. It shall be distributed on a rotating basis among such employees having the least number of overtime hours being given first opportunity. If all employees in an equalizing group are offered overtime and refuse, then prior to forcing an employee to work such assignment, the Employer may assign such overtime to an employee, or employees not in the equalizing group who volunteered for such assignment, provided they are qualified and capable of performing the work.

If all employees available to work the overtime hours decline the opportunity, the Employer shall assign the overtime in reverse seniority order to the least senior employee who has not been directed to work the hours until all employees have been required to work, at which time the process shall repeat itself. For the purpose of equalizing the distribution of overtime, an employee who is offered but declines an overtime assignment shall be deemed to have worked the hours assigned.

The Union, upon request, shall have access to the list of the overtime hours worked, the employees offered overtime, the employees directed to work overtime, the employees who worked overtime and the number of hours each employee worked.

Section 8 - Compensatory Time

Employees in the bargaining unit who work more than thirty-seven and one-half (37 ½) hours but less than forty (40) hours per week shall earn compensatory time or cash at the rate of one (1) hour for each hour worked at the discretion of the Department Head or Office Holder. After forty (40) hours comp time or payment in cash shall be at the employee's discretion. Compensatory time off shall be granted by the Employer within the fiscal year the compensatory time was earned upon request by the employee consistent with the operating needs of the Employer. If such compensatory time is not granted or taken during the fiscal year it was earned, it shall be liquidated in cash before the end of the fiscal year in which earned. No employee may accumulate more than forty (40) hours compensatory time.

ARTICLE XIV

VACATIONS

Section 1 - Vacation Leave

Employees shall be entitled to the following vacation leave. Vacation is accrued and earned according to the following schedule:

- (a) Ten (10) working days after one year of service. Vacation is accrued at the rate of either 2.885 hours per pay period for employees working a 37.5 hour week and 3.09 hours per pay period for employees working a 40 hour week. Employees who resign or are terminated shall receive compensation for all accrued, unpaid vacation.
- (b) Fifteen (15) working days after six (6) years of service. Beginning the first day of the sixth year of service,, vacation is accrued at the rate of 4.327

hours per pay period for employees working a 37 ½ hour workweek and 4.620 hours per pay period for employees working a 40 hour workweek.

(c) Twenty (20) working days after eleven (11) years of service. Beginning the first day of their eleventh year of service, vacation is accrued at the rate of 5.769 hours per pay period for employees working a 37 ½ hour workweek and 6.154 hours per pay period for employees working a 40 hour week.

(d) Twenty-Five (25) working days after nineteen (19) years of service. Beginning the first day of their eighteenth year of service, vacation is accrued at the rate of 7.212 hours per pay period for employees working a 37 ½ hour week and 7.692 hours per pay period for employees working a 40 hour week.

Employees can use vacation as accrued if advance notification is made pursuant to Section 4 of Article XIV.

Section 2 - Vacation Pay

All vacation leave will be paid at the regular daily rate.

Section 3 - Working During Vacation

No employee will be allowed to continue working for the Employer and receive pay for it during his/her vacation. The allowable vacation leave must be taken by the employee in the year it is credited subject to the operating needs of the Employer. If the Employer is unable to schedule the employee for vacation, the vacation leave may be accumulated for a period of twelve (12) months to a maximum of ten (10) days. This paragraph shall not prohibit an employee from utilizing any approved leave time to

work as an election judge pursuant to the Illinois Election Code (10 ILCS 5/13-2.5). Any employee who wishes to use any leave time shall be required to give the Employer twenty (20) days written notices of their intent to utilize leave time.

Section 4 - Vacation Requests

Except for an occasional day which is taken as vacation leave, all employees must submit, in writing, to the elected official or Department Head, as the case may be, a schedule of desired vacation at least two (2) weeks in advance of the start of such vacation. At least one day's notice shall be given for one day's leave. The employee shall be given notice of approval within five (5) working days of their request. The elected official or Department Head, as the case may be shall have the right to alter any schedule if it is deemed to be in the best interest of the Department or Office to do so. Only exempt supervisors and/or department heads or elected officials shall approve or deny time off requests. If the employer fails to notify the employee within five (5) business days of their decision to grant or deny the vacation request, the employee shall consider the request granted, provided they have followed the department rules and policy regarding requests.

Any employee desiring priority in scheduling of vacation shall submit their desired vacation schedule-between December 1st and December 31st of the year prior to the vacation request. Conflicts in scheduling shall be resolved by seniority. No employee shall have priority in scheduling for more than ten (10) days vacation regardless of seniority.

Employees will be allowed to carry over ten (10) total vacation days to the next year. Any hours in excess of the permitted carryover that are not used by the end of the fiscal year, will be lost to the employee at no compensation.

Employees who terminate their employment with the County will receive the amount of earned and accrued vacation on their final paycheck.

ARTICLE XV

HOLIDAYS

Section 1 - Paid Holidays

Except in cases of emergency, all employees (full-time and regularly scheduled part-time) shall be entitled to the following paid holidays to be celebrated as set annually by the Illinois Supreme Court, Chief Judge, Circuit Clerk:

- | | |
|--------------------------|-------------------------------|
| <i>Christmas Eve Day</i> | <i>Independence Day</i> |
| <i>Christmas Day</i> | <i>Labor Day</i> |
| <i>New Year's Day</i> | <i>Veteran's Day</i> |
| <i>President's Day</i> | <i>Thanksgiving Day</i> |
| <i>Good Friday</i> | <i>Day After Thanksgiving</i> |
| <i>Memorial Day</i> | |

Section 2 -Alternate Days

When any of the above holidays fall on Saturday, the preceding Friday will be the day off and full pay will be paid for that day. When any of the above holidays fall on Sunday, the following Monday will be the day off and full pay will be paid for that day.

Section 3 - Working on Holidays

Employees required to work on a holiday shall receive an alternate day off to be selected by mutual agreement between the Employer and the immediate Supervisor. The observance of holidays shall not interfere with the operation of the judicial branch as required by the Illinois Constitution. The Judicial branch may designate alternative holiday(s) as a one for one substitution in lieu of holiday observance.

Section 4 – Eligibility

In order to receive holiday pay, an employee must work the day before and the day after the holiday unless such employee is absent from work with the approval of the elected official or Department Head, as the case may be. Employer may require employee to verify absence due to sickness by providing a written statement from a physician verifying the employee has seen the physician and was unable to work.

Section 5- Holiday During Vacation

When a County - designated Holiday falls during an employee's scheduled vacation, the employee shall be charged with the Holiday time and retain the vacation time for said Holiday(s).

Section 6 - Time Worked on a Holiday

Any employee required to work on any Holiday listed in Section 1 shall be paid at a rate of double time the regular hourly rate for all hours worked in addition to their Holiday pay.

ARTICLE XVI

SICK LEAVE

Section 1 – Purpose

For the purposes of this Section, "sick leave" may be used for illness, disability or injury of the employee, appointments with doctors, dentists or other recognized practitioners; non job related injury for which the employee is under a doctor's care; quarantine because of communicable disease in the family of the employee or to cover the first three (3) days absence due to a job related injury.

Section 2 –Accumulation

- (a) Bargaining unit employees will accrue sick days at the rate of one (1) day per month. The Employer reserves the right to credit accrued sick leave more frequently, either each pay period or in a smaller number of pay periods, but in any case no less than once each month. Sick leave shall be taken in not less than one-half (1/2) hour increments. Up to three (3) days per year may be used for illness to dependent children, spouse, mother or father of the employee.*
- (b) Sick leave may be accumulated to a maximum of two hundred forty (240) working days.*
- (c) Upon retirement, an employee may apply all accrued unused sick leave toward retirement in accordance with Public Act 94-112.*

Section 3 - Return To Work

If an employee is absent from work because of illness, or a non-industrial accident, for more than three (3) days, upon the employee's return to work such employee must present a certificate signed by a licensed physician in order to qualify for sick leave benefits when requested to do so by the elected official or appointed Department Head.

Section 4 -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 1 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken. Continued "abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

Section 5 – Pregnancy

For the purpose of this Article pregnancy of the employee shall be treated as any other illness.

ARTICLE XVII

LEAVES OF ABSENCE

Section 1 - Personal Leaves

Personal leave may be used by the employee for the purpose of attending to personal, legal, household or family matters that require absence during working hours. Except in emergencies, the employee shall request such leave on a form provided by the Employer, processed by the elected official or Department Head, as the case may be, at least two (2) working days in advance of the day to be taken. It is accepted that personal leave may not be used to extend vacations, or other leaves of absence, receive remuneration or to seek employment elsewhere.

Any newly hired employee who fails to complete their probationary period will be responsible for reimbursing the Employer for any personal leave days taken which shall be deducted from their "final compensation" as defined by Illinois Statute.

Employees with five (5) or less years of service will receive one (1) personal day per year. It shall be credited on December 1st of each year. Employees with more than five (5) years of service shall be entitled to three (3) personal days, one day each to be credited on December 1st, April 1st and August 1st.

Section 2 - Leave To Attend A Funeral

- (a) If a death occurs in the immediate family of an employee, a maximum of five (5) days special leave will be allowed that employee at full pay for a spouse or child, step-child that resides in the home and is a legal dependent of employee, parent or grandchild. Three (3) days shall be permitted for all other immediate family. Such days will not be charged to vacation or sick leave. If it is necessary that the employee be absent from work for more than the allotted number of days, such employee will not be paid for time in excess of the time allotted. Employees will be allowed to use other accumulated leave or unpaid leave where appropriate subject to scheduling needs of the employee's office.*
- (b) For the purpose of this Section, "immediate family" is defined as the spouse, son, daughter, step-child who is a legal dependent residing in the household (five days only), stepchild not residing in the household and is not a legal dependent (three days only), brother and sister.*

Section 3 - Prohibition Against Misuse Of Leaves

Any leaves granted pursuant to the terms of this Agreement, regardless of with or without pay, under Article XV or XVI, 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 Employer. 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. Any such discharge may be grieved under the provisions of this Agreement.

Section 4 - Family Medical Leave Act:

The Employer agrees to comply with the terms and conditions of the Family Medical Leave Act as it applies to the employees of this bargaining unit.

ARTICLE XVIII

UNPAID LEAVES OF ABSENCE

Section 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 Employer, who must immediately notify the Director of Administrative Services and the Payroll Department. Leaves shall not be unreasonably denied and may be granted with the following understanding between the Employer and the employees:

- (a) Whether the position is held open is a determination to be made by the Employer. 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 a leave of absence, other than annual military reserve leave, 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 2 - Health Leave

A health leave may be granted by the Employer to employees with six (6) months of service or more. The employee must present a written statement from a licensed physician to the Employer stating the need for such a leave. The length of the leave will be determined by the Employer giving consideration to the physician's recommendation. The maximum period of time a health leave will be granted for is one (1) year. Employees returning to work from a health leave must present a written release from their physician.

Section 3 - Education Leave

An educational leave may be granted by the Employer to employees with one (1) year of service when the education program is of mutual benefit to both the County and the employee. The length of leave will be determined in accordance with the type of program attended.

Section 4 - Active Call To The Armed Services

A leave of absence shall be granted by the Employer to employees who have ninety (90) days of service and who are called to active service in the Armed Forces. The employee's service date and resulting benefits will remain intact. The employee will be taken back in a position of like pay and classification if he/she returns within ninety (90) days of discharge.

Section 5 - Personal Reasons

A leave of absence may be granted by the Employer to employees who have six (6) months of service for personal reasons, serious in nature (i.e. illness in family, marital problems, etc.). The length of the leave will not exceed six (6) months but may be extended an additional six (6) months in discretion of the Employer for just cause.

Section 6 - Worker's Compensation

A leave of absence conforming to applicable state regulations shall be granted by the Employer to employees who have been injured while performing their work assignment for the Employer subject to the provisions of Article XI, Section 3. Employees shall continue to accrue seniority and the County will pay the premium for the employee only for employee health, life and dental insurance while on such leave.

ARTICLE XIX

WAGES

Section 1

Effective December 1, 2009, employees shall be placed in the Appropriate pay grade and paid the compensation reflected in the Wage Schedule attached as Exhibit A. Effective December 1, 2010 the Pay Plan shall be attached as Exhibit B. Effective December 1, 2011 the Pay Plan shall be attached as Exhibit C. Effective December 1, 2012 the Pay Plan shall be attached as Exhibit D. Step increases will take effect on December 1st of each year regardless of any anniversary date of hire.

Employees whose hourly wage rate exceeded the maximum step (30) in the union pay plan during fiscal year 2009 will not have their hourly wage reduced for Fiscal Year 2009 will not have their hourly wage reduced for Fiscal Year 2010 due to the implementation of the wage provisions of this agreement.

Section 2 - Merit Increases

The Employer will develop, design and implement a merit pay plan which may provide additional compensation for employees beyond that provided in the compensation schedule. Any merit increases given by the Employer shall be non-grievable. The Employer shall conform to established employee performance evaluation procedures. Failure to conform to such procedures is grievable by the Union. No union member shall prepare any performance evaluations for the merit based increases in wages.

Section 3 - New Hire Wage Rates

When hiring new employees, the Employer shall be allowed at their discretion to place the employee according to his/her experience up to that Step designated as the "Midpoint" in the assigned grade.

Section 4 - Changes in Classification

When promoting an employee to a newer vacant position, the employee shall be assigned to the first Step in the higher Grade or to the next Step that represents no less than a 6% increase in the new Grade, whichever is greater. When an employee is transferred to a position in a lower Grade voluntarily, the employee will be assigned to that Step in the lower Grade that is no more than a 7% decrease in pay in the new Grade. When an employee is transferred to a position in a lower grade involuntarily, the employee will be assigned to that Step in the lower Grade that is no more than a 5% decrease in pay.

Section 5 – Appeals

If an employee's duties change in his/her position and a request is made to the Employer to review his/her grade then the Employer may appeal the decision of the Position Evaluation Committee. Appeals cannot be made to reclassifications of a job made unilaterally by the Employer. If the Employer chooses to appeal a reclassification it must be done within ten (10) days of being notified of the change. Within ten (10) days thereafter the Position Evaluation Committee will respond to the Employer. If the employee is unhappy with the response of the Evaluation Committee then within ten (10) days after receiving the Evaluation Committee's decision the Union may appeal to the consultant, who shall review the Committee's decision to determine whether it was against the manifest weight of the evidence. The consultant's decision will be final and binding. The costs of the consultant in this appeal shall be shared equally by the parties.

Section 6 - Educational Incentive

During the term of this Agreement, any bargaining unit member who receives, or has an associates degree or a bachelors degree from an accredited college or university shall be entitled to a one time bonus of \$250.00 or \$500.00, respectively.

ARTICLE XX

MILEAGE ALLOWANCE

If an employee is required to use his/her personal vehicle for work, he/she will receive a mileage allowance of an amount allowable by the Internal Revenue Service.

ARTICLE XXI

OTHER PAY PROVISIONS

Section 1 - Part-Time Employees

(a) Part-time employees who (a) perform all of the same work as fulltime employees and (b) work year around part-time, shall be paid 100 (one hundred) percent of the full-time pay scale based upon years of service.

(b) All other part-time employees shall be paid a starting wage effective 12/01/09—1% increase for fiscal year 2010=\$8.507 per hour, and effective- 12/01/10—1.5% increase for fiscal year 2011=\$8.635 per hour, effective -12/01/11—2% increase for fiscal year 2012=\$8.808 and effective 12/01/12—2% increase for fiscal year 2013=\$8.984 for all hours worked. Employees returning to the same or similar positions shall be paid effective 12/01/09—1% increase for fiscal year 2010=\$9.302 per hour, effective 12/01/10 – 1.5% increase for fiscal year 2011=\$9.442 per hour, effective 12/01/11 – 2% increase for fiscal year 2012=\$9.631 per hour and effective; 12/01/13 – 2% increase for fiscal year 2013=\$9.824 per hour for all hours worked.

ARTICLE XXII

LABOR-MANAGEMENT/SAFETY & HEALTH COMMITTEE

Section 1 - Labor Management Conferences

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. A written agenda must be provided no less than within five (5) working days of this scheduled date. It shall contain all matters that the submitting parties wish to discuss and shall specify the contract Article, Section and page number that is in consideration, if applicable. It shall further provide sufficient detail so as to enable the party receiving it to prepare for a meaningful examination of the subject. The parties

anticipate that such meetings shall be about one (1) hour long, shall be held during the workday, and shall be attended by no more than three (3) members of the bargaining unit providing such conditions are met, no employee shall lose pay for attending the meeting nor shall any employee's benefit account be debited for the hour.

Section 2 - Integrity of Grievance Procedure

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 discussed in detail at labor-management conferences, and any such discussions of a pending grievance shall be nonbinding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Employer and the Union, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3 - Safety Issues

Any report or recommendation which may be prepared by the Union or the Employer as a direct result of a labor/ management conference discussion will be in writing and copies shall be submitted to the Employer and the Union.

Section 4 - Disabling Equipment Defects

The Employer recognizes its obligation to provide safe equipment and vehicles to the employees. No employee shall be required to use any equipment that the Employer and the Union mutually agree is defective because of a disabling condition. When an assigned department vehicle has a disabling defect as mutually agreed between the Union and the Employer or is in violation of the law, the employee may notify his

supervisor, complete required reports and follow the supervisor's direction relative to requesting repair, replacement or the continued operation of said vehicle.

Section 5 - Union Rep Attendance

When absence from work is required to attend labor/management conferences, Union members shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Approval shall not be unreasonably denied. Supervisors shall approve the absence except in emergency situations. Union members attending such conferences shall be limited to two (2). Travel expenses associated with any labor-management conferences shall be the responsibility of the employee.

Employees who fail to give appropriate notice will be considered unavailable for work or absent without leave and are subject to disciplinary action.

ARTICLE XXIII

INSURANCE

Section 1-County Contributions

All bargaining unit employees will be offered the County's group insurance program at the time of employment. If the employee elects and qualifies, then the current co pay amount paid by the employee shall continue until such time as the premium cost reaches \$350.00 for the employee. Should the employee elect dependent coverage, then they will pay the current co pay on insurance premiums until such time as the premium for dependent coverage reaches \$275.00. Any premium increases that exceed \$350.00 for the employee and an additional \$275.00 for the dependent will be shared on a 50/50 basis by the employee and the Employer. Employees will continue to

pay 100% of the dependent dental coverage. Employee co-pay shall be through payroll deduction.

Section 2 - Life Insurance

The County will pay 100% of the monthly premium for employee's life insurance.

Section 3 - Enrollment and Eligibility

Open enrollment for the first year of this Agreement will be permitted thirty (30) days following the date this Agreement is signed at which time all employees will be eligible provided they give evidence of insurability. Only preexisting conditions may be excluded from coverage at the time of enrollment.

Section 4 - Insurance Committee

A. Cost Review. The County and this bargaining unit agree to participate in an insurance committee established county-wide 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 (1) representative from Unit A, Unit B, Corrections Unit, Control Room Operators Unit and Deputy's Unit, along with four (4) management and two (2) non-union 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. Benefit Denial Review: 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. The Plan Administrator's decision shall be final and non-grievable notwithstanding any other provisions contained herein.

Section 5 - Retirement Program (IMRF)

The County will provide each bargaining unit employee as required by Statute a retirement program through the Illinois Municipal Retirement Fund for employees who work a minimum of one-thousand (1,000) hours per year. The cost of this plan is shared by the employee and the County.

ARTICLE XXIV

MISCELLANEOUS PROVISIONS

Section 1 - Personnel Policies

To the extent that 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 2A – Telephone

Employees designated by the Employer may be required to make available to the Employer a telephone number of a person where they can be contacted in case of emergencies, working overtime or other job related reasons.

Section 2B – Dress

Employees shall report to work in a neat and orderly fashion. Uniforms shall not be required to be worn by employees during the term of this Agreement except by mutual agreement.

Section 2C - Driver's License

Employees shall obtain and maintain a driver's license appropriate for their related employment use.

Section 3 - Employee Development and Training

The Employer and the Union recognize the advantages of training and development of employee in order that services are efficiently and effectively provided and employees are afforded the opportunity to develop their skills and potential. In recognition of such principle the Employer shall endeavor to provide employees with reasonable orientation with respect to current procedures, forms, methods, techniques, materials and equipment normally used in such employees' work assignments and periodic changes therein, including where available and relevant such work, procedural manuals. The Employer will also schedule employees to attend such approved instruction courses as are available within the State of Illinois in the discretion of the Department Head.

Section 4 - Temporary Assignment

Assignments of bargaining unit employees to temporarily do the work of a Supervisor shall not be mandatory.

Section 5 - Printing of Agreement

The Employer shall be responsible for the copying of necessary copies of this Agreement and shall provide the Union twenty (20) days opportunity to review the galley proof of the Agreement prior to copying. The cost of copying this Agreement shall be borne by the Employer. The Employer shall distribute one (1) copy to each bargaining unit employee covered by this Agreement, and shall also provide a copy to each new bargaining unit employee, regardless of Union membership or status, upon employment.

Section 6 – Parking

Employees on payroll July 1, 2010 will be assigned a parking space according to current practice. New hires will be assigned a parking space as one becomes available. Employees who have an assigned space and repeatedly do not use it, instead parking on the street, may have their assigned space removed. The employee shall be provided written notice of the removal of the parking space.

ARTICLE XXV

JOB DESCRIPTIONS

Job descriptions and any changes in job descriptions of bargaining unit employees shall be provided to the Union at the Union's request. A master list of all current job descriptions shall be maintained in the County Administrator's Office. The Employer will provide to the Union a current list of the Hay Study Committee members.

ARTICLE XXVI

PAST PRACTICE

The Employer agrees that during the period of this Agreement, it shall not unilaterally change any past practices enjoyed by members of the bargaining unit.

When past practice conflicts with the express terms of this contract, the contract shall prevail.

ARTICLE XXVII

RECORDS AND FORMS

Section 1 - Attendance Records

The Employer shall maintain accurate, daily attendance records. An employee shall have the right to review his/her time and pay records on file with the Employer upon reasonable request.

Section 2 - Notification of Absence

An employee shall provide advance notice of absence from work unless prevented from doing so by emergency situations. Absence of an employee for three (3) consecutive work days without reporting to the Employer or the person designated by the Employer to receive such notification may be cause for discharge. The above provision shall not apply so long as the employee then notifies as soon as it is physically possible.

Section 3 – Records

All public records of the Employer shall be available for inspection upon written request by the Union, subject to Freedom of Information Act.

Section 4 - Undated Forms

No supervisor or other person in a position of authority shall demand or request an employee to sign an undated resignation or any blank form. No employee shall be required to sign such a form. Any such demand shall entitle the employee to immediately appeal through the grievance procedure.

Section 5 - Incomplete Forms

All information placed on a form or any modification or alteration of existing information made on a form subsequent to it having been signed by an employee shall be null and void insofar as it may affect the employee, the employee's position or condition of employment. Any employee required to sign any form prepared pursuant to this Agreement shall be given a copy of it at the time the employee's signature is affixed.

ARTICLE XXVIII

ENTIRE AGREEMENT/SAVINGS CLAUSE

Section 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 Union, 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:

(1) Any subject matter or matter specifically referred to or covered in this Agreement, and

- (2) *Subjects or matters that arose as a result of the parties' proposals during bargaining but which were not agreed to.*

Section 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 an 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 XXIX

TERMINATION

This Agreement shall be effective as of the 1st day of December, 2009, and shall remain in full force and effect until the 30th day of November, 2013. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired

termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this 29th day of Sept, 2010, in Pekin, Illinois, executing eight duplicate original copies.

FOR THE UNION:

K. Sweeney
Julie A Young
Gayle L. Williams
Rene Ann Osto
Jace Bush
Nicole Jones
Geoffrey J. Williams
Tim P. Ruck

FOR THE EMPLOYER:

[Signature]
Pam Gardner

ATTACHMENT A

GRIEVANCE INVESTIGATION FORM

I, _____, seek leave to investigate grievance arising in the _____ Department. I estimate that the amount of time necessary for this task is _____. I have discussed my intention with _____, the head of the Department or his/her designee in which my activity will take place, and he/she is amenable to meeting. Such request shall not be unreasonably denied.

Date: _____

Time: _____

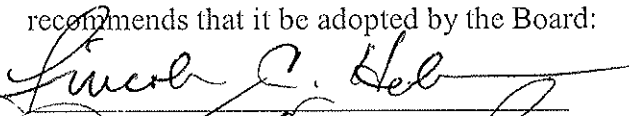



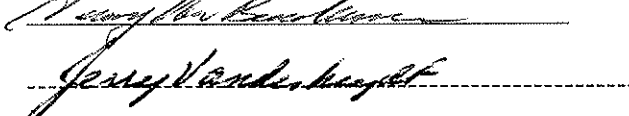

Employee Signature

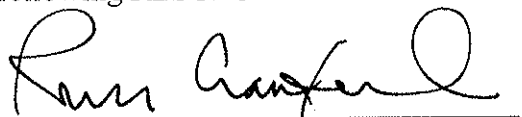
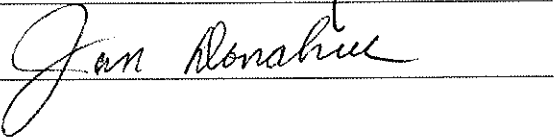
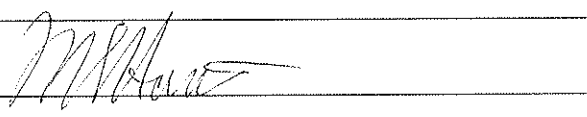
Approved: Department Head

COMMITTEE REPORT

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 ratification of the Collective Bargaining Agreement between Tazewell County and the Police Benevolent and Protective Association Labor Committee Union on behalf of the Employees of Unit B; and

WHEREAS, this Agreement is effective retroactive to December 1, 2009 and is for a 4-year term.

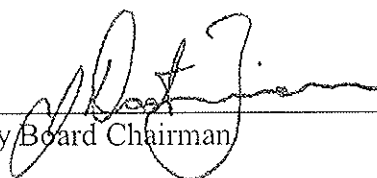
THEREFORE BE IT RESOLVED that the County Board ratifies said agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the Auditor, the Coroner, the County Clerk, the County Board Office, the Recorder, the Treasurer, the Sheriff, Kasey Groenewold, Labor Representative of Police Benevolent and Protective Association Labor Committee, 435 West Washington Street, Springfield, IL 62702, and Payroll of this action.

PASSED THIS 25TH DAY OF AUGUST, 2010.

ATTEST:


County Clerk


County Board Chairman

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
COUNTY OF TAZEWELL
A BODY POLITIC, AND THE
TAZEWELL COUNTY AUDITOR, CORONER,
COUNTY CLERK, RECORDER, SHERIFF
AND TREASURER, ELECTED OFFICIALS
CO-EMPLOYER
AND
POLICEMEN'S BENEVOLENT AND PROTECTIVE ASSOCIATION LABOR
COMMITTEE UNION
ON BEHALF OF THE EMPLOYEES AND
NON-JUDICIAL EMPLOYEES
UNIT B**

INDEX

PREAMBLE..... 01

ARTICLE I - RECOGNITION..... 01

APPENDIX A..... 04

ARTICLE II - MANAGEMENT RIGHTS..... 06

ARTICLE III - UNION RIGHTS..... 07

ARTICLE IV - SUBCONTRACTING..... 10

ARTICLE V – NON-DISCRIMINATION..... 11

ARTICLE VI - DUES CHECKOFF/FAIR SHARE..... 11

ARTICLE VII - WORK STOPPAGE..... 14

ARTICLE VIII - PERSONNEL FILES..... 15

ARTICLE IX - DISCIPLINE AND DISCHARGE..... 16

ARTICLE X - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE..... 19

ARTICLE XI - SENIORITY/LAYOFF/RECALL..... 25

ARTICLE XII - FILLING OF VACANCIES 27

ARTICLE XIII - HOURS OF WORK/BREAKS/OVERTIME 29

ARTICLE XIV - VACATIONS 32

ARTICLE XV - HOLIDAYS..... 34

ARTICLE XVI - SICK LEAVE 35

ARTICLE XVII - LEAVES OF ABSENCE 36

ARTICLE XVIII - UNPAID LEAVES OF ABSENCE..... 38

ARTICLE XIX - WAGES..... 40

ARTICLE XX - MILEAGE ALLOWANCE..... 42

ARTICLE XXI - OTHER PAY PROVISIONS 42

ARTICLE XXII - LABOR-MANAGEMENT/SAFETY AND HEALTH COMMITTEE 44

ARTICLE XXIII - INSURANCE 46
ARTICLE XXIV - MISCELLANEOUS PROVISIONS 48
ARTICLE XXV - JOB DESCRIPTIONS 50
ARTICLE XXVI - PAST PRACTICE 50
ARTICLE XXVII - RECORDS AND FORMS 50
ARTICLE XXVIII - ENTIRE AGREEMENT/SAVINGS CLAUSE 51
ARTICLE XXIX - TERMINATION 52

PREAMBLE

This Agreement entered into by the County of Tazewell, a body politic, Auditor of Tazewell County, Coroner of Tazewell County, County Clerk of Tazewell County, Recorder of Tazewell County, Sheriff of Tazewell County and Treasurer of Tazewell County as joint public employers within the meaning of Sections 3(n) and 20(b) of the Illinois Public Labor Relations Act, hereinafter referred to as the Employer, and Policemen's Benevolent Labor Committee, referred to as the Union, after collective bargaining as required by Public Act 83-1012 (Illinois Public Labor Relations Act) for the purposes of promoting harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I

RECOGNITION

Section 1 - Unit Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, working conditions and other conditions of employment for all full-time and part-time employees in the job classifications found within the Illinois State Labor Relations Board Certification seen below for Unit B. Such recognition is pursuant to certification by the State Labor Relations Board, and shall include those employees, except those excluded pursuant to P.A. 83-1012 and such certification. Where a new classification is instituted, the work of which falls within the scope of the unit, the Employer agrees to jointly petition the State

Labor Board to seek the necessary unit clarification.

Where other employees were historically excluded but are eligible under the statute and may only appropriately be represented in the unit or where a new classification is instituted, the work of which falls within the scope of the unit, the Employee agrees to jointly petition the Illinois State Labor Board to seek the necessary unit clarification.

The State Labor Relations Board has certified the bargaining unit for Unit B as follows:

Included: All employees in the following departments of Tazewell County: Administration: Mail Courier; Animal Control: Animal Control Officer, Assistant Kennel Manager, Kennel Manager, Warden, Kennel Helper, clerical support employees; Auditor: Assistant Deputy Auditor, Chief Deputy Auditor; Building Administration: Maintenance Worker; Community Development: Administrative Assistant, Community Development Assistant; Coroner: Office Clerk; County Clerk: Deputy Clerk, Deputy Payroll Administration, Printer; Recorder of Deeds: Clerk, Deputy Clerk; Sheriff: Civil Process Clerk, Clerk, Detective Clerk, LEADS Clerk, LEADS Data Entry Clerk; Supervisor of Assessments: Deputy Assessor Clerk, Mapping Clerk, Senior Transaction Clerk, Transaction Clerk; Treasurer: Bookkeeper, Clerical employees, Tax Consultant.

Excluded: All employees in the Health Department, all security employees, Secretary for the Veterans Assistance Commission and Chief Deputy Assessor, all supervisors, managerial employees, confidential employees, short-term employees, and all others excluded by the Act and all other employees of the Employers.

Section 2 - New Classifications

In the event the Employer establishes new job positions within the bargaining unit, the Employer, through its Position Classification Committee, shall assign a classification and pay grade thereto. If the inclusion of a new position classification is agreed to by the parties or found appropriate by the State Labor Relations Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the 3rd step of the grievance procedure.

The arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- (a) The job content and responsibilities attached hereto in comparison with the job content and responsibilities of other position classifications in the classification schedule and in the bargaining unit;*
- (b) Like positions with similar job content and responsibilities within the public labor market generally;*
- (c) Significant differences in working conditions to comparable position classifications.*

The pay grade originally assigned by the Employer shall remain in effect pending the arbitrator's decision.

If the decision of the arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactively to the date of its installation.

Upon installation of the new position classification, the filling of such position classification shall be in accordance with other procedures set forth in this Agreement.

Section 3 - Abolition or Merger of Job Classification

The Employer's determination to abolish or merge existing classifications may be appealed to the 2nd step of the grievance procedure.

Section 4 - Integrity of the Bargaining Unit

The Employer recognizes the integrity of the bargaining unit, and will not take any action, which may erode it. The employer shall assign bargaining unit work to bargaining unit employees except as otherwise provided in this Agreement.

Section 5 - Union Exclusivity

The Employer shall not discuss, confer, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to hours, wages, and working conditions for employees in the bargaining unit. Nor shall the Employer negotiate with employees over their hours, wages and working conditions, except as provided herein.

Section 6 - Department Heads

Department Heads and/or exempt employees may continue to perform bargaining unit work, which is incidental to their jobs. Department Heads and/or exempt employees may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by Department Heads and/or exempt employees shall not cause any layoffs of the bargaining unit employees, or the bargaining unit to be eroded.

Section 7 - Short-Term Employees

The Employer may continue to use short-term employees in accordance with past practice. Short-term employees are those who work in two (2) quarters, or less, per year and who have no reasonable expectation of being rehired the next year.

Employer agrees not to significantly increase the number of short-term employees in such manner as to avoid hiring permanent personnel or to cause layoffs

of existing personnel.

ARTICLE II

MANAGEMENT RIGHTS

Section 1 - Rights Residing in Management

Except as amended, changed or modified by this Agreement, the Employer retains the exclusive right to manage its operations, determine its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its working forces, including, but not limited to:

- (a) the right to hire, promote, demote, transfer, evaluate, allocate, assign, supervise and direct employees;*
- (b) to discipline, suspend and discharge for just cause;*
- (c) to relieve employees from duty because of lack of work or other legitimate reasons;*
- (d) to determine the size and composition of the work force;*
- (e) to make and enforce reasonable rules of conduct and regulations;*
- (f) to determine the departments, divisions and sections and work to be performed therein;*
- (g) to determine the number of hours of work and shifts per work week;*
- (h) to establish and change work schedules and assignments;*
- (i) to introduce new methods of operation;*
- (j) to eliminate, contract, and relocate or transfer work and maintain efficiency;*
- (k) to take whatever action is necessary to carry out the functions of the County and County offices in emergency situations.*

Section 2 - Statutory Obligations

Nothing in this Agreement shall be construed to modify, eliminate or detract from

the statutory responsibilities and obligations of the Employer except that the exercise of its rights in the furtherance of such statutory obligations shall not be in conflict with the provisions of this Agreement.

ARTICLE III

UNION RIGHTS

Section 1 - Union Activity During Working Hours

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend meetings covering modifications or supplemental agreements arising during the term of the Agreement, committee meetings and activities if such committees have been established by this Agreement, or meetings called or agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives or stewards, and if such attendance does not substantially interfere with the Employer's operations.

Section 2 Access to Premises by Union Representatives

The Employer agrees that local representatives and officers and Policemen's Benevolent Labor Committee staff representatives shall have reasonable access to the premises of the Employer and Union, giving notice upon arrival to the County Board Chairman, or his designee, and the appropriate elected official, or his designee. Such visitations shall be for the reason of the administration of this Agreement and shall not interfere with the normal operations of the particular department. By mutual arrangement with the Employer in emergency situations, Union staff representatives or local Union representatives may call a meeting during work hours to prevent, resolve or clarify a problem of such magnitude that concerted activity is imminent.

Section 3 - Time Off for Union Activities

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions, provided such representative shall give reasonable notice to his/her supervisor of such absence and may be allowed such time off if it does not interfere with the operating needs of the Employer. No more than two (2) local Union representatives at one time may be granted such time off without pay for no more than three (3) days at one time. No individual employee may be granted such time off without pay more than twice per year.

At the employee's option, the employee may elect to use other available paid time off, such as vacation or personal days, (but not sick leave) in lieu of taking the above leave without pay.

Section 4 - Union Bulletin Boards

The Employer shall provide bulletin boards in the Courthouse, Tazewell building, Old Post Office, McKenzie Building, Animal Control and Arcade Building locations. The boards shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature.

Section 5 - Information Provided to Union

At least twice each year, when requested by the Union, the Employer through the Office of the County Clerk shall notify the local Union, in writing, of the following personnel transactions involving bargaining unit employees: New hires, promotions, bid numbers where such are used, layoffs, reemployment, transfers, leaves, returns from leave, suspension, discharge, and termination.

In addition, upon request of the Union, the Employer shall furnish the Union every ninety (90) days the current seniority rosters and reemployment lists, applicable under the seniority provisions of this Agreement.

Section 6 - Union Orientation

(a) The Employer shall notify the Union within fourteen (14) calendar days of the first day of work for any new employee or the change of full-time or part-time status of any employee covered by the bargaining unit.

(b) By mutual arrangement regarding time and place with the Employer, the Union shall be allowed to orient, educate and update each employee for up to one hour during the term of the contract for the purpose of informing employees of their rights and obligations under this collective bargaining agreement, and without loss of pay for the employees involved. The Union may conduct these orientation sessions no more than once per month for new employees. For the purpose of this Section a new employee is defined as anyone in their first year of employment with the County.

(c) the Employer shall inform the Union of all such hiring and the Union shall inform the Employer of the Union representative who will carry out the Union orientation.

(d) the Union is responsible for providing signed deduction forms to Payroll.

Section- 7 - Distribution of Union Literature

During employee's non-working hours, he/she shall be permitted to distribute Union literature to other non-working employees in non-work areas and in work areas during non-work hours.

However, the parties recognize that at some work sites, a staggered schedule for breaks and meal periods or starting and quitting times creates the condition in which some employees are always working while other are not. Where distribution would consequently be disruptive of working employees, it shall normally be carried out while the largest number of employees are on rest or meal periods or other non-working time.

Section -8- Union Meetings on Premises

The County Board Chairman, or his designee, agrees to make available

conference and meeting rooms for Union meetings permitted under this Agreement upon prior notification to the County Board chairman, or his designee, unless to do so would interfere with the operating needs of the Employer or cause additional cost or undue inconvenience to the Employer.

Section -9 - Rate of Pay

Any time off with pay provided for under this Article shall be at the employee's regular rate of pay as though the employee were working.

ARTICLE IV

SUBCONTRACTING

Section 1 - General Policy

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency.

Section 2 - Notice and Discussion

Absent an emergency situation, prior to the Employer changing its policy involving the overall subcontracting of work in a bargaining unit area, when such change amounts to a significant deviation from past practice resulting in layoff of a significant number of bargaining unit employees, the Employer shall first notify the Union and offer the Union an opportunity to discuss and participate in considerations over the desirability of such subcontracting of work, including means by which to minimize the impact of such on employees.

ARTICLE V

NON-DISCRIMINATION

Section 1 - Prohibition Against Discrimination

Both the employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental and/or physical disability, sexual orientation, or other non-merit factors.

Section 2 - Union Activity

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by the Illinois Public Labor Relations Act or by this Agreement, or on account of Union membership or non-membership or engagement in lawful activities on behalf of the Union.

Section 3 - Equal Employment/Affirmative Action

The parties recognize the Employer's obligation to comply with federal and state Equal Employment and Affirmative Action Laws.

ARTICLE VI

DUES CHECKOFF/FAIR SHARE FEES

Section 1 - Dues Checkoff

Upon receipt of a signed authorization from an Employee in the form set forth in Appendix "A" to this agreement, the Employer agrees to deduct uniform monthly bargaining unit dues and/or assessments from such employee's pay. The Union will notify the Employer in writing of the amount of the uniform dues to be deducted. Deductions shall be made on the second payday of each month and shall be remitted, together with an itemized statement, to the Policemen's Benevolent Labor Committee, 435 West Washington Street, Springfield, Illinois 62702.

Section 2 - Fair Share Fees

(a) The Employer shall grant "Fair Share" to the Union in accordance with Section 6(e)-(g) of the Illinois Public Labor Relations Act upon satisfactory demonstration to the County that the Union has more than fifty (50%) of the eligible full-time employees in the bargaining unit signed up as dues paying members. Once this condition has been met, all full-time employees covered by this Agreement will within thirty (30) days of the Union complying with said condition or within thirty (30) days of their employment by the Employer, either (1) become members of the Union and pay to the Union regular Union dues and fees or (2) will pay the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.

(b) Such fair share payment by non-members shall be deducted by the Employer from the earnings of the non-member full-time employees and remitted to the Union, provided, however, that the Union shall certify to the Employer the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-member's proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment. The Union will notify the Employer of any change in Union dues/fair share at least thirty (30) days prior to the effective date of such change.

(c) Upon receipt of such certification, the Employer shall cooperate with the Union to ascertain the names of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations.

Section 3 - Religion Exemption

Employees who are members of a church or religious body having a bona fide

religious tenet or teaching which prohibits the payment of a fair share contribution to the Union, shall be required to pay an amount equal to their fair share of Union dues, as described in Section 4, to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6(g) of the Illinois Public Labor relations Act. The employee will be required to furnish written receipt to the Union on a monthly basis verifying that such payment has been made.

Section 4 - Indemnification

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

Section 5 - Posting Notices

The Union agrees to post and provide notices and appeal procedures to employees in accordance with applicable law.

Section 6 - Deduction Forms

The Union shall supply the Employer with deduction forms and said forms shall include the date of the execution of the employees signed authorized form.

ARTICLE VII

WORK STOPPAGE

Section 1 - Strike and Lockout Prohibited

Neither the Union 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.

Section 2 - Union Action

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

Section 3 - Penalties

Any or all employees who have been found to have violated any of the provisions of Article VII may be discharged or otherwise disciplined by the Employer, such discipline may include loss of unearned compensation and holiday pay. 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 VIII

PERSONNEL FILES

Section 1 – Inspection

Upon written request by an employee, the Employer shall permit the employee to reasonably inspect his or her personnel file in as private a manner as possible under the supervision of a manager. If the employee is involved in a grievance such inspection

shall be immediate; otherwise, it may be within twenty-four (24) hours of receipt of the employee's written request for inspection provided that the administrative office of the employee's department is open. The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain a copy of any information contained in the file upon payment of a fee for the cost of copying in excess of fifty (50) sheets per request. The Employer and the Union agree to abide by the procedure set forth in the Illinois Personnel Record Review Act (820 ILCS 40/1, et. seq).

Section 2 - Union Access

An employee who is involved in a current grievance against the Employer may designate in writing that a Union representative may inspect his or her personnel file subject to the procedures contained in Section 1 of this Article.

Section 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.

Section 4 - Review

Employees shall be allowed to review their personnel file during daytime work hours with a department head or their designee present. Employees shall lose no pay for hours for use of this privilege not to exceed one (1) hour on each occasion. Employees may access their personnel files no more than twice per year unless the employee is involved in a grievance action, in which case, upon the written request by the Union Labor Representative the Employer shall provide a copy of the employees personnel file to the Union.

Section 5 - Number and Location of Files

There shall be no more than one (1) personnel file kept on the individual

employee which shall be maintained in the office where the employee works, except that the payroll portion (wages, holidays, personal days/comp time etc.) shall be maintained as the official record in the County Clerk's Office. The Sheriff may maintain Internal Investigation (IID) files but nothing in those files may be used in grievance or discipline proceedings unless that portion of an Internal Investigation (IID) file has previously been made part of the personnel file.

ARTICLE IX

DISCIPLINE AND DISCHARGE

Section 1 - Definition

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- (a) Oral reprimand;
- (b) Written reprimand;
- (c) Suspension (notice to be given in writing);
- (d) Discharge (notice to be given in writing).

Employees shall not be demoted for disciplinary reasons. Employees will be given copies of all reprimands.

Disciplinary action may be imposed promptly upon an employee only for just cause. Discipline shall be imposed promptly after the Employer is aware of the event or action giving rise to the discipline and after a reasonable period of time to investigate the matter. An employee shall be entitled to the presence of a grievance representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against the employee.

The parties understand that the tenets of the progressive discipline do not prohibit the Employer from imposing a higher level of discipline where there is just

cause to do so, and after considering all previous infractions and the discipline imposed.

Section 2 – Just Cause

Disciplinary action may be imposed upon an employee only for just cause. Where an employee is serving a probationary period the parties agree said employee cannot use the grievance procedure to grieve a discharge, but the probationary employee may grieve an oral reprimand, written reprimand or suspension.

Section 3 - Manner of Discipline

If the Employer has reasons to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public.

Section 4 – Notification and Measure of Disciplinary Action

In the event disciplinary action is taken against an employee, other than the issuance of an oral reprimand, the employer shall promptly furnish the employee in writing with a clear and concise statement of the reasons. The employee shall be given notice before the discipline is to take place to allow the employee time to speak with a union representative. Unless the employee declines in writing to inform the Union of such disciplinary action, the Employer shall also furnish the Union with the same information provided to the employee. The Employer will provide to the Union a copy of any written declination by the employee. The measure of discipline and the statement of reasons may be modified especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

Section 5 – Removal of Discipline

Any written reprimand shall be removed from an employee's record if, from the date of the reprimand twenty-four (24) months pass without the employee receiving an additional reprimand or discipline for such offense.

Section 6 – Disciplinary Meeting

If the Employer and Union meet for purposes of a disciplinary meeting stemming from discipline to be provided to an employee, the Union member subject to discipline may be accompanied by one (1) Bargaining Unit Member, in addition to a Union attorney or Union Field Representative at said meeting. No Union member shall be present on behalf of the Employer for these purposes unless the Union member subject to discipline requests that he or she be allowed to confront any potential witnesses or accuser of the alleged incident.

ARTICLE X

DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 1 - Definition of a Grievance

A grievance is defined as any unresolved difference between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement or working conditions established under this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

Section 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 Department Head. All disputes pursuant to this Section shall be made in writing no later than ten (10) working days from the incident giving rise to the dispute.

The employee shall make his or her complaint to his or her Department Head, which may, in some cases, be an Elected Official. The employee shall be notified of the decision within ten (10) working days following the day when the complaint was made. 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 perform his/her assigned work task and complain later, unless the employee reasonably believes that the assignment endangers his or her safety.

Section 3 - Representation

Grievances shall be processed by the Union 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 Union 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 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 signature of the grieving employee(s) and the date.

Section 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.

The Employer's failure to respond within the time limits shall not find in favor of the grievant and shall automatically advance the grievance to the next Step except arbitration. Time limits may be extended by mutual agreement.

Section 6 - Investigating or Processing Grievances

The grievant(s) and one Union grievance representative will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. A grievant who is called back by the Employer on a different shift or on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent in the meeting considered as time worked. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation but shall not be compensated by the Employer for testifying outside of working hours. No employee or Union representative shall leave his/her work to investigate, file or process grievances without first notifying and making mutual arrangement with his/her Department Head, Supervisor, or designee, as well as the Department Head, Supervisor or designee of any unit to be visited, and such arrangements shall not be denied unreasonably. Employees attending grievance meeting shall normally be those having direct involvement in the grievance. In the

event of a grievance the employee's assigned work task shall be performed first and the grievance filed later, unless the employee reasonably believes the assignment endangers his safety.

Section 7 - Meeting Space and Telephone Use

Upon request, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance; and, upon prior general approval, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances. Such use shall not include any long distance or toll calls at the expense of the Employer.

Section 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 Department Head, as provided for in Section 2 - Dispute Resolution, the Union shall prepare a written grievance on a form mutually agreed to and presented to the elected official or Department Head, as the case may be, no later than ten (10) working days from the date the employee knew or should have known of the incident giving rise to the grievance. Within five (5) working days after the grievance has been submitted in this Step 1, the elected official or Department Head, as the case may be, shall meet with the grievant and the Union steward to discuss the grievance and make a good faith attempt to resolve the grievance. The elected official or Department Head, as the case may be, shall respond in writing to the grievant and the Union steward within ten (10) working days following the meeting. If resolution of the grievance requires the expenditure of money beyond available budget funds, the grievance shall be referred to Step 2.

Step 2 In the case of grievances arising in an office headed by an elected official, if the grievance is not settled at Step 1, the grievance may be referred in writing within five (5) working days after the decision in Step 1, to a grievance committee composed of one (1) County Board member appointed by the Chairman of the County Board, the elected official involved, and a third person selected by mutual agreement of the elected official and the Chairman of the County Board.

For all other grievances, if the grievance is not settled at Step 1 the

grievance may be referred in writing to the County Board Collective Bargaining Committee within five (5) working days after the decision in Step 1. Within ten (10) working days after the grievance has been filed with the Committee, the Committee shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Committee shall respond in writing to the Union and the grievant within five (5) working days following the meeting.

Step 3 If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) working 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 ten (10) working days after the matter has been submitted to arbitration a representative of the Employer and the Union shall meet select an arbitrator from a list of mutually agree-to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after such meeting, the parties shall request the American Arbitration Association to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Union. The Employer and the Union shall take turns as to the first strike. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Union 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 Union 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.

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 arbitrator shall review and consider an

employee's entire personnel file when reviewing the merits of a suspension, demotion or discharge case.

The expenses and fees of the arbitrator and the cost of the hearing room and other related costs determined by the arbitrator 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. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, that party shall pay for the cost of its copy.

Section 9 - Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be, by mutual agreement, filed at the appropriate advanced step where the action giving rise to the grievance was initiated.

Mutual agreement shall take place between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

Section 10 - Pertinent Witnesses and Information

The Union or Employer may request a production of specific documents, books, papers or witnesses reasonably available from the Employer or Union and substantially pertinent to the grievance under consideration. Such requests shall not be unreasonably denied.

If the request is unreasonably denied, the Union or Employer may petition the

Circuit Court in accordance with State law to seek compliance with their request.

ARTICLE XI

SENIORITY/LAYOFF/RECALL

Section 1 - Probation

All employees shall serve a probationary period of twelve (12) months from the date of hire in the bargaining unit. 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. Employees transferring from one department to another shall serve a probationary period of three (3) months from the date of hire in the new department.

Section 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. Departmental seniority is defined as the length of continuous full-time service in a specific department. Departmental seniority will only be used for the purpose of vacation scheduling and assignment of overtime.

Section 3 - Loss of Seniority

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

- (1) quits;
- (2) is discharged unless reversed by the grievance procedure;
- (3) is absent from work three (3) consecutive days without notification to and 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;
- (4) is laid off for more than two (2) years or fails to report to work within

- five (5) working days after having been recalled from layoff;
- (5) fails to report for work at the termination of a leave of absence unless such failure is due to illness, injury or other unavoidable cause;
 - (6) if an employee on a leave of absence for personal or health reasons accepts other employment without permission;
 - (7) if he or she retires from County employment;

Section 4 - Seniority List

The Employer, upon written request of the Union, shall supply to the Union an updated seniority list for bargaining unit employees.

Section 5 - Layoffs

When the Employer determines that layoffs are necessary, employees shall be given fourteen (14) days written notice of such layoff and be laid off in the inverse order of seniority in their particular Department or Office and job classification.

Section 6 - Order of Layoffs

In applying the above procedures, full-time probationary employees shall be removed from the affected classification or replaced, as the case may be, prior to removing or replacing full-time, non-probationary employees, and part-time probationary employees shall be removed or replaced prior to removing or replacing part-time, non-probationary employees.

Section 7 - Recalls

Employees shall retain recall rights for two (2) years in the same department/Office. If the Employer authorizes that a vacancy be filled, employees on layoff with recall rights who have held the classification previously shall first be recalled by seniority. If no one with recall rights to that job classification accepts the recall, then all others on layoff with recall rights, conditioned upon ability to perform the work available, shall then be recalled by seniority.

Employees who are eligible for recall shall be given ten (10) working 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 five (5) working days after receipt of the notice whether the employee will accept recall.

ARTICLE XII

FILLING OF VACANCIES

Section 1 - Definition of a Permanent Vacancy

For the purpose of this Article a permanent vacancy is created:

- (a) When the Employer determines to increase the work force;
- (b) When any of the following personnel transactions take place and the Employer determines to replace the previous incumbent; voluntary quits, transfer, discharge retirement or death;
- (c) Vacancies filled by bargaining unit employees as a result of voluntary reduction in lieu of layoff, shall be considered permanent vacancies for the purpose of this Article.

Section 2 - Creating of a Permanent Vacancy

A permanent vacancy in full-time or part-time positions shall be created by action of the Office Holder in the case of elected officials and by action of the County Board in other cases acting upon the request of the Department Head as recommended by the Human Resources Committee of the County Board.

In the case of vacancies declared by an Office Holder, the Office Holder will notify the County Board of such vacancy, the pay step and salary assigned to the vacancy and the filling thereof. The vacancy may only be filled subject to available funds.

Improper assignment of the position to a particular classification shall be subject to resolution through the Labor-Management Committee or the grievance procedure.

Section 3 - Posting

- (a) *Permanent vacancies of the Employers shall be posted for bid on Union bulletin boards for a period of five (5) working days. Any bargaining unit employee may bid on a position.*
- (b) *The bid notice shall state the position classification, the shift, and permanent vacancies shall be filled by the application of the provisions of this Article and Article XI.*

Section 4 - Order of Selection

Selection for filling of a permanent vacancy shall be from those applicants deemed qualified to perform the duties of the vacant position. If more than one applicant is considered qualified on a relatively equal basis, the following factors shall be considered in making the selection:

- (a) *Employment in the Office or Department in which the vacancy exists;*
- (b) *Employment in another Office or Department of the County;*
- (c) *The seniority of any person in (a) or (b).*

ARTICLE XIII

HOURS OF WORK/BREAKS/OVERTIME

Section 1 - Week Defined

The workweek consists of seven (7) consecutive days commencing at 12:01 A.M. on Sunday and ending at 12:00 Midnight on Saturday. A normal workweek for Unit B is five (5) consecutive days.

Section 2 - Pay Period

The biweekly straight time pay shall be determined by multiplying 75 hours for those employees working a seven and one-half (7 ½) hour day and 80 hours for those employees working an eight (8) hour day times the hourly rate. The new rates become effective on December 1st each year. A pay period is fourteen (14) days beginning 12:01 A.M. on Sunday.

Section 3 - Hours of Work

The normal workday shall consist of 7.5 or 8 consecutive hours and the normal workweek shall consist of five (5) consecutive workdays followed by two (2) consecutive days off. For employees other than in the Office of the Sheriff and Building Maintenance the starting time shall be no earlier than 7:00 AM and the quitting time no later than 5:00 PM. Employees may flex their schedules on a daily basis with the permission of their supervisor so long as they complete their regular hours of work for each day. No employee will have his or her current schedule changed. Changes are subject to negotiation with the Union.

For employees in the Office of the Sheriff the normal workday shall consist of eight (8) consecutive hours and the normal workweek shall consist of five (5) consecutive days followed by two (2) consecutive days off. When permanent changes in shift or days off assignments are made, employees shall be entitled to exercise seniority to select their preferred shift/days off. During the months of December and June each year employees shall have an opportunity to exercise seniority for shift/days off assignments.

True time worked is defined as all time considered work time under the Fair Labor Standards Act. Daily attendance sheets shall be maintained in each office or Department accurately recording time worked by all employees.

Section 4 - Break Periods

A break or rest period of fifteen (15) minutes each may be taken during the morning and during the afternoon of each shift, but in single employee offices the work

station may not be left without permission of the Department Head out of concern for the operating needs of the Office or Department. The Department Head shall relieve the employee when the Department Head is present and available in the Office.

Section 5 - Lunch Periods

Except in the Office of the Sheriff lunchtime shall be a minimum of one-half (1/2) hour and a maximum of one (1) hour unpaid to be taken as scheduled by the Department head or Employer, consistent with past practice. Employees in the Office of the Sheriff who are scheduled on a 24/7 shift schedule shall have a one-half (1/2) hour paid lunch approximately mid-point through their shift.

Section 6 - Overtime Defined

Overtime is defined as all work in excess of forty (40) hours per week and eight (8) hours per day for the employees in this bargaining unit.

Section 7 - Overtime Procedure

Overtime shall be distributed as equally as possible among the employees who normally perform the work in the position classification in which the overtime is needed and within a work unit as mutually agreed to between the parties. It shall be distributed on a rotating basis among such employees having the least number of overtime hours being given first opportunity. If all employees in an equalizing group are offered overtime and refuse, the prior to forcing an employee to work such assignment, the Employer may assign such overtime to an employee, or employees not in the equalizing group who volunteered for such assignment, provided they are qualified and capable of performing the work.

If all employees available to work the overtime hours decline the opportunity, the Employer shall assign the overtime in reverse seniority order to the least senior employee who has not been directed to work the hours until all employees have been

required to work, at which time the process shall repeat itself. For the purpose of equalizing the distribution of overtime, an employee who is offered but declines an overtime assignment shall be deemed to have worked the hours assigned.

The Union, upon request, shall have access to the list of the overtime hours worked, the employees offered overtime, the employees directed to work overtime, the employees who worked overtime and the number of hours each employee worked.

During periods of County, local, State or national elections, the County Clerk shall have the authority to assign mandatory overtime by seniority to Department employees on an equalized basis and no employee shall be allowed to refuse overtime assigned except in emergency situations.

Section 8 - Compensatory Time

Employees in the bargaining unit who work more than thirty-seven and one-half (37 ½) hours but less than forty (40) hours per week shall earn compensatory time or cash at the rate of one (1) hour for each hour worked at the discretion of the Department Head or Office Holder. After forty (40) hours comp time or payment in cash shall be at the employee's discretion. Compensatory time off shall be granted by the Employer within the fiscal year the compensatory time was earned upon request by the employee consistent with the operating needs of the Employer. If such compensatory time is not granted or taken during the fiscal year it was earned, it shall be liquidated in cash before the end of the fiscal year in which earned. No employee may accumulate more than forty (40) hours compensatory time.

Section 9 - On-Call

Employees of the bargaining unit in the Animal Control Office are subject to being on-call, that is, waiting to be engaged under Fair Labor Standards Act requirements. They are provided radios and shall remain available by such

communications when on call but are not required to remain at home. Further, they are to report to work only when they receive notice to do so from the Tazewell/Pekin Consolidated Communications Center.

Employees of the bargaining unit in the Maintenance Department who are called back to work or called into work shall be compensated at the appropriate overtime rate, subject to a minimum of two (2) hours.

ARTICLE XIV

VACATIONS

Section 1 - Vacation Leave

Employees shall be entitled to the following vacation leave. Vacation is accrued and earned according to the following schedule:

- (a) Ten (10) working days after one year of service. Vacation is accrued at the rate of either 2.885 hours per pay period for employees working a 37 ½ hour week and 3.09 hours per pay period for employees working a 40 hour week. An employee may take one (1) of these two (2) weeks after the completion of six (6) months of service. Employees who resign or are terminated shall receive compensation for all accrued, unpaid vacation.
- (b) Fifteen (15) working days after six (6) years of service. Beginning the first day of the sixth year of service, vacation is accrued at the rate of 4.327 hours per pay period for employees working a 37 ½ hour workweek and 4.620 hours per pay period for employees working a 40 hour workweek.
- (c) Twenty (20) working days after eleven (11) years of service. Beginning the first day of their eleventh year of service, vacation is accrued at the rate of 5.769 hours per pay period for employees working a 37 ½ hour workweek and 6.154 hours per pay period for employees working a 40 hour week.
- (d) Twenty-Five (25) working days after nineteen (19) years of service. Beginning the first day of their nineteenth year of service, vacation is accrued at the rate of 7.212 hours per pay period for employees working a 37 ½ hour week and 7.692 hours per pay period for

employees working a 40 hour week.

Employees can use vacation as accrued if advance notification is made pursuant to Section 4 of Article XIV.

Section 2 - Vacation Pay

All vacation leave will be paid at the regular daily rate.

Section 3 - Working During Vacation

No employee will be allowed to continue working for the Employer and receive pay for it during his vacation. The allowable vacation leave must be taken by the employee in the year it is credited subject to the operating needs of the Employer. If the Employer is unable to schedule the employee for vacation, the vacation leave may be accumulated for a period of twelve (12) months to a maximum of ten (10) days. This paragraph shall not prohibit an employee from utilizing any approved leave time to work as an election judge pursuant to the Illinois Election Code (10 ILCS 5/13-2.5). Any employee who wishes to use any leave time shall be required to give the Employer twenty (20) days written notices of their intent to utilize leave time.

Section 4 - Vacation Requests

Except for an occasional day which is taken as vacation leave, all employees must submit, in writing, to the elected official or Department Head, as the case may be, a scheduled of desired vacation at least two (2) weeks in advance of the start of such vacation. At least one day's notice shall be given for one day's leave. The employee shall be given notice of approval within five (5) working days of their request. The elected official or Department Head, as the case may be shall have the right to alter any schedule if it is deemed to be in the best interest of the Department or Office to do so. Only exempt supervisors and/or department heads or elected officials shall approve or deny time off requests. If the employer fails to notify the employee within five (5)

business days of their decision to grant or deny the vacation request, the employee shall consider the request granted, provided they have followed the department rules and policy regarding requests.

Any employee desiring priority in scheduling of vacation shall submit their desired vacation schedule between December 1st and December 31st of the year prior to the vacation request. Conflicts in scheduling shall be resolved by seniority. No employee shall have priority in scheduling for more than ten (10) days vacation regardless of seniority.

Employees will be allowed to carry over ten (10) total vacation days to the next year. Any hours in excess of the permitted carryover that are not used by the end of the fiscal year, will be lost to the employee at no compensation.

Employees who terminate their employment with the County will receive the amount of earned and accrued vacation on their final paycheck.

ARTICLE XV

HOLIDAYS

Section 1 - Paid Holidays

Except in cases of emergency, all employees (full-time and regularly scheduled part-time) shall be entitled to the following paid holidays to be celebrated as set annually by the County Board:

*Christmas Eve Day
Christmas Day
New Year's Day
President's Day
Good Friday
Memorial Day*

*Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving*

Section 2 - Alternate Days

When any of the above holidays fall on Saturday, the preceding Friday will be the day off and full pay will be paid for that day. When any of the above holidays fall on Sunday, the following Monday will be the day off and full pay will be paid for that day. For the purpose of the Sheriff's Department Jail Clerks, they will recognize the actual Holiday to receive Holiday Pay.

Section 3 - Eligibility

In order to receive holiday pay, an employee must work the day before and the day after the holiday unless such employee is absent from work with the approval of the elected official or Department Head, as the case may be. The employer may require employee to verify absence due to sickness by providing a written statement from a physician verifying the employee has seen the physician and was unable to work.

Section 4 - Holiday During Vacation

When a County designated Holiday falls during an employee's scheduled vacation, the employee shall be charged with the Holiday time and retain the vacation time for said Holiday(s).

Section 5 – Time Worked on a Holiday

Any employee required to work on any Holiday listed in Section 1 shall be paid at a rate of double time the regular hourly rate for all hours worked in addition to their Holiday pay

ARTICLE XVI

SICK LEAVE

Section 1 - Purpose

For the purposes of this Section, "sick leave" may be used for illness, disability or injury of the employee, appointments with doctors, dentists or other recognized practitioners; non-job related injury for which the employee is under a doctor's care;

quarantine because of communicable disease in the family of the employee or to cover the first three (3) days absence due to a job related injury.

Section 2 - Accumulation

- (a) Bargaining unit employees will accrue sick days at the rate of one (1) day per month. The Employer reserves the right to credit accrued sick leave more frequently, either each pay period or in a smaller number of pay periods, but in any case no less than once each month. Sick leave shall be taken in not less than one-half (1/2) hour increments. Up to three (3) days per year may be used for illness to dependent children, spouse, mother or father of the employee.
- (b) Effective December 1, 2004 sick leave may be accumulated to a maximum of two hundred forty (240) working days.
- (c) Upon retirement, an employee may apply all accrued unused sick leave toward retirement in accordance with Public Act 94-112.

Section 3 - Return To Work

If an employee is absent from work because of illness, or a non-industrial accident, for more than three (3) days, upon the employee's return to work such employee must present a certificate signed by a licensed physician in order to qualify for sick leave benefits when requested to do so by the elected official or appointed Department Head.

Section 4 -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 1 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken. Upon reasonable suspicion of abuse the Employer may require a doctor's certification to verify the absence. Continued "abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

Section 5 - Pregnancy

For the purpose of this Article, pregnancy of the employee shall be treated as any other illness.

ARTICLE XVII

LEAVES OF ABSENCE

Section 1 - Personal Leaves

Personal leave may be used by the employee for the purpose of attending to personal, legal, household or family matters that require absence during working hours. Except in emergencies, the employee shall request such leave on a form provided by the Employer, processed by the elected official or Department Head, as the case may be, at least two (2) working days in advance of the day to be taken. It is accepted that personal leave may not be used to extend vacations, or other leaves of absence, receive remuneration or to seek employment elsewhere.

Any newly hired employee who fails to complete his/her probationary period will be responsible for reimbursing the Employer for any personal leave time taken which shall be deducted from their "final compensation" as defined by Illinois Statute.

Employees with five (5) or less years of service will receive one (1) personal day per year. It shall be credited on December 1st of each year. Employees with more than five (5) years of service shall be entitled to three (3) personal days, one day each to be credited on December 1st, April 1st and August 1st.

Section 2 - Leave To Attend A Funeral

- (a) If a death occurs in the immediate family of an employee, a maximum of five (5) days special leave will be allowed that employee at full pay for a spouse or child, step-child that resides in the home and is a legal dependent of employee, parent or grandchild. Three (3) days shall be permitted for all other immediate family. Such days will not be charged to vacation or sick leave. If it is necessary that the employee be absent from work for more than the allotted number of

days, such employee will not be paid for time in excess of the time allotted. Employees will be allowed to use other accumulated leave or unpaid leave where appropriate subject to scheduling needs of the employee's office.

- (b) For the purpose of this Section, "immediate family" is defined as the spouse, son, daughter, step-child who is a legal dependent residing in the household (five days only), step-child not residing in the household and is not a legal dependent (three days only), brother and sister.

Section 3 - Prohibition Against Misuse Of Leaves

Any leaves granted pursuant to the terms of this Agreement, regardless of with or without pay, under Article XVI, 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 Employer. 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. Any such discharge may be grieved under the provisions of this Agreement.

Section 4 - Family Medical Leave Act:

The Employer agrees to comply with the terms and conditions of the Family Medical Leave Act as it applies to the employees of this bargaining unit.

ARTICLE XVIII

UNPAID LEAVES OF ABSENCE

Section 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 an elected official or the County Board Chairman, as the case may be, who must immediately notify the Director of Administrative Services and the Payroll Department. Leaves shall not be unreasonably denied and may be granted with the following understanding between the Employer and the employees:

- (a) *Whether the position is held open is a determination to be made by the elected official or County Board Chairman, as the case may be. 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 a leave of absence, other than annual military reserve leave, 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 2 - Health Leave

A health leave may be granted by the elected official or County Board Chairman, as the case may be, to employees with six (6) months of service or more. The employee must present a written statement from a licensed physician to the elected official or County Board Chairman, as the case may be, stating the need for such a leave. The length of the leave will be determined by the elected official or County Board Chairman, as the case may be, giving consideration to the physician's recommendation. The maximum period of time a health leave will be granted for is one (1) year. Employees returning to work from a health leave must present a written release from their physician.

Section 3 - Education Leave

An educational leave may be granted by the elected official or County Board Chairman, as the case may be, to employees with one (1) year of service when the education program is of mutual benefit to both the County and the employee. The length of leave will be determined in accordance with the type of program attended.

Section 4 - Active Call To The Armed Services

A leave of absence shall be granted by the elected official or County Board Chairman, as the case may be, to employees who have ninety (90) days of service and

who are called to active service in the Armed Forces. The employee's service date and resulting benefits will remain intact. The employee will be taken back in a position of like pay and classification if he/she returns within ninety (90) days of discharge.

Section 5 - Personal Reasons

A leave of absence may be granted by the elected official or County Board Chairman, as the case may be, to employees who have six (6) months of service for personal reasons, serious in nature (i.e. illness in family, marital problems, etc.). The length of the leave will not exceed six (6) months but may be extended an additional six (6) months in discretion of the Employer for just cause.

Section 6 - Worker's Compensation

A leave of absence conforming to applicable state regulations shall be granted by the elected official or County Board Chairman, as the case may be, to employees who have been injured while performing their work assignment for the County subject to the provisions of Article XI, Section 3. Employees shall continue to accrue seniority and the County will pay the premium for the employee only for employee health, life and dental insurance while on such leave.

ARTICLE XIX

WAGES

Section 1

Effective December 1, 2009, employees shall be placed in the appropriate pay grade and paid the compensation reflected in the Wage Schedule attached as Exhibit A. Effective December 1, 2010 the Pay Plan shall be as attached as Exhibit B. Effective December 1, 2011 the Pay Plan shall be as attached as Exhibit C. Effective December 1, 2012 the Pay Plan shall be as attached as Exhibit D. Step increases will take effect

on December 1st of each year regardless of any anniversary date of hire.

Employees whose hourly wage rate exceeded the maximum step (30) in the union pay plan during fiscal year 2009 will not have their hourly wage reduced for Fiscal Year 2009 will not have their hourly wage reduced for Fiscal Year 2010 due to the implementation of the wage provisions of this agreement.

Section 2 – Merit Increases

The Employer will develop, design and implement a merit pay plan which may provide additional compensation for employees beyond that provided in the compensation schedule. Any merit increases given by the Employer shall be non-grievable. No union member shall prepare any performance evaluations for the merit based increases in wages.

The Employer shall conform to established employee performance evaluation procedures. Failure to conform to such procedures is grievable by the Union.

Section 3 – New Hire Wage Rates

When hiring new employees, the Employer shall be allowed at their discretion to place the employee according to their experience up to that Step designated as the “Midpoint” in the employee’s assigned grade.

Section 4 – Changes in Classification

When promoting an employee to a newer vacant position, the employee shall be assigned to the first Step in the higher Grade or to the next Step that represents no less than a 6% increase in the new Grade, whichever is greater. When an employee is transferred to a position in a lower Grade voluntarily, the employee will be assigned to

that Step in the lower Grade that is no more than a 7% decrease in pay in the new Grade. When an employee is transferred to a position in a lower Grade involuntarily, the employee will be assigned to that Step in the lower Grade that is no more than a 5% decrease in pay in the new Grade.

Section 5 – Appeals

If an employee's duties change in their position and a request is made to review their grade then an employee may appeal the decision of the Position Evaluation Committee. Appeals cannot be made from reclassifications of a job made unilaterally by the Employer. If an employee chooses to appeal a reclassification it must be done within ten (10) days of being notified of the change. Within ten (10) days thereafter the Position Evaluation Committee will respond to the employee. If the employee is unhappy with the response of the Evaluation Committee then within ten (10) days after receiving the Evaluation Committee's decision the employee may appeal to the consultant, who shall review the Committee's decision to determine whether it was against the manifest weight of the evidence. The consultant's decision will be final and binding. The costs of the consultant in this appeal shall be shared equally by the parties.

ARTICLE XX

MILEAGE ALLOWANCE

If an employee is required to use his/her personal vehicle for work, he/she will receive a mileage allowance allowable by the Internal Revenue Service.

ARTICLE XXI

OTHER PAY PROVISIONS

1	Transition		Merit Range																												Max.
	2	Midpoint	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
43.137	44.812	45.247	45.738	47.339	47.812	48.285	49.015	49.489	50.442	51.145	51.637	52.129	52.621	53.278	53.810	54.342	54.875	55.407	55.941	56.473	57.006	57.538	58.072	58.605	59.138	59.670	60.203	60.735	61.268	61.801	62.334
43.137	44.812	45.247	45.738	47.339	47.812	48.285	49.015	49.489	50.442	51.145	51.637	52.129	52.621	53.278	53.810	54.342	54.875	55.407	55.941	56.473	57.006	57.538	58.072	58.605	59.138	59.670	60.203	60.735	61.268	61.801	62.334
34.054	35.410	35.761	35.145	37.414	37.788	38.162	38.738	39.114	39.489	39.865	40.424	40.812	41.201	41.590	42.167	42.528	42.949	43.370	43.792	44.212	44.634	45.055	45.476	45.897	46.318	46.739	47.161	47.580	48.002	48.422	48.842
34.054	35.410	35.761	35.145	37.414	37.788	38.162	38.738	39.114	39.489	39.865	40.424	40.812	41.201	41.590	42.167	42.528	42.949	43.370	43.792	44.212	44.634	45.055	45.476	45.897	46.318	46.739	47.161	47.580	48.002	48.422	48.842
26.675	27.711	27.980	28.284	29.274	29.566	29.859	30.309	30.603	30.897	31.192	31.627	31.931	32.235	32.539	32.946	33.274	33.604	33.933	34.262	34.593	34.922	35.252	35.580	35.910	36.240	36.570	36.900	37.230	37.560	37.890	38.220
26.675	27.711	27.980	28.284	29.274	29.566	29.859	30.309	30.603	30.897	31.192	31.627	31.931	32.235	32.539	32.946	33.274	33.604	33.933	34.262	34.593	34.922	35.252	35.580	35.910	36.240	36.570	36.900	37.230	37.560	37.890	38.220
20.781	21.588	21.797	22.034	22.804	23.032	23.260	23.613	23.842	24.071	24.300	24.639	24.878	25.113	25.350	25.666	25.922	26.189	26.436	26.692	26.949	27.207	27.463	27.719	27.975	28.233	28.490	28.746	29.002	29.258	29.514	29.770
20.781	21.588	21.797	22.034	22.804	23.032	23.260	23.613	23.842	24.071	24.300	24.639	24.878	25.113	25.350	25.666	25.922	26.189	26.436	26.692	26.949	27.207	27.463	27.719	27.975	28.233	28.490	28.746	29.002	29.258	29.514	29.770
19.206	19.952	20.146	20.364	21.078	21.288	21.499	21.822	22.034	22.246	22.456	22.771	22.990	23.209	23.428	23.721	23.957	24.194	24.433	24.669	24.907	25.143	25.383	25.619	25.855	26.093	26.329	26.566	26.803	27.041	27.278	27.515
19.206	19.952	20.146	20.364	21.078	21.288	21.499	21.822	22.034	22.246	22.456	22.771	22.990	23.209	23.428	23.721	23.957	24.194	24.433	24.669	24.907	25.143	25.383	25.619	25.855	26.093	26.329	26.566	26.803	27.041	27.278	27.515
16.692	17.340	17.509	17.699	18.318	18.501	18.685	18.966	19.150	19.334	19.518	19.792	19.982	20.173	20.363	20.616	20.822	21.028	21.235	21.441	21.646	21.854	22.060	22.265	22.472	22.677	22.884	23.091	23.296	23.502	23.707	23.912
16.692	17.340	17.509	17.699	18.318	18.501	18.685	18.966	19.150	19.334	19.518	19.792	19.982	20.173	20.363	20.616	20.822	21.028	21.235	21.441	21.646	21.854	22.060	22.265	22.472	22.677	22.884	23.091	23.296	23.502	23.707	23.912
14.633	15.201	15.348	15.515	16.058	16.218	16.379	16.626	16.788	16.949	17.111	17.349	17.516	17.683	17.850	18.073	18.262	18.434	18.615	18.796	18.977	19.157	19.338	19.519	19.700	19.881	20.060	20.241	20.422	20.603	20.784	20.965
14.633	15.201	15.348	15.515	16.058	16.218	16.379	16.626	16.788	16.949	17.111	17.349	17.516	17.683	17.850	18.073	18.262	18.434	18.615	18.796	18.977	19.157	19.338	19.519	19.700	19.881	20.060	20.241	20.422	20.603	20.784	20.965
13.007	13.512	13.643	13.791	14.273	14.416	14.558	14.780	14.923	15.067	15.210	15.422	15.571	15.719	15.867	16.064	16.225	16.387	16.547	16.707	16.867	17.028	17.189	17.349	17.511	17.671	17.832	17.992	18.153	18.314	18.474	18.635
13.007	13.512	13.643	13.791	14.273	14.416	14.558	14.780	14.923	15.067	15.210	15.422	15.571	15.719	15.867	16.064	16.225	16.387	16.547	16.707	16.867	17.028	17.189	17.349	17.511	17.671	17.832	17.992	18.153	18.314	18.474	18.635
11.760	12.217	12.336	12.469	12.906	13.035	13.164	13.393	13.523	13.653	13.753	13.944	14.078	14.212	14.346	14.525	14.672	14.816	14.961	15.107	15.251	15.397	15.541	15.687	15.833	15.978	16.123	16.269	16.413	16.559	16.705	16.851
11.760	12.217	12.336	12.469	12.906	13.035	13.164	13.393	13.523	13.653	13.753	13.944	14.078	14.212	14.346	14.525	14.672	14.816	14.961	15.107	15.251	15.397	15.541	15.687	15.833	15.978	16.123	16.269	16.413	16.559	16.705	16.851
10.622	11.035	11.142	11.263	11.656	11.773	11.890	12.070	12.167	12.304	12.421	12.595	12.716	12.837	12.958	13.120	13.251	13.381	13.512	13.644	13.776	13.907	14.037	14.168	14.300	14.432	14.563	14.693	14.824	14.956	15.088	15.220
10.622	11.035	11.142	11.263	11.656	11.773	11.890	12.070	12.167	12.304	12.421	12.595	12.716	12.837	12.958	13.120	13.251	13.381	13.512	13.644	13.776	13.907	14.037	14.168	14.300	14.432	14.563	14.693	14.824	14.956	15.088	15.220
9.702	10.079	10.176	10.287	10.647	10.753	10.860	11.024	11.131	11.238	11.345	11.502	11.613	11.724	11.834	11.982	12.102	12.222	12.342	12.462	12.582	12.700	12.820	12.940	13.060	13.180	13.300	13.419	13.539	13.659	13.779	
9.702	10.079	10.176	10.287	10.647	10.753	10.860	11.024	11.131	11.238	11.345	11.502	11.613	11.724	11.834	11.982	12.102	12.222	12.342	12.462	12.582	12.700	12.820	12.940	13.060	13.180	13.300	13.419	13.539	13.659	13.779	
8.868	9.233	9.323	9.424	9.754	9.852	9.949	10.099	10.197	10.295	10.393	10.538	10.640	10.741	10.842	10.977	11.087	11.197	11.307	11.416	11.526	11.635	11.746	11.855	11.965	12.074	12.185	12.294	12.404	12.513	12.623	12.732
8.868	9.233	9.323	9.424	9.754	9.852	9.949	10.099	10.197	10.295	10.393	10.538	10.640	10.741	10.842	10.977	11.087	11.197	11.307	11.416	11.526	11.635	11.746	11.855	11.965	12.074	12.185	12.294	12.404	12.513	12.623	12.732

Employees on Steps 1 will advance one Step, subject to a Merit Expectations Overall Performance Evaluation.

PBLC Clerical Pay Plan
 FY 11 (1.5% general wage increase)
 261 Work Days

	Transition		Merit Range																												Max.
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
FY 0	43,784	45,484	45,926	46,424	48,049	48,529	49,010	49,750	50,233	50,716	51,199	51,913	52,412	52,911	53,410	54,077	54,617	55,188	55,698	56,238	56,780	57,320	57,861	58,401	58,943	59,484	60,025	60,565	61,105	61,645	62,185
FY 1	43,137	44,812	45,247	45,738	47,339	47,812	48,286	49,016	49,490	49,966	50,442	51,145	51,637	52,129	52,621	53,278	53,810	54,347	54,875	55,407	55,941	56,473	57,006	57,538	58,072	58,605	59,138	59,670	60,203	60,735	61,268
FY 2	34,605	35,949	36,298	36,691	37,975	38,365	38,735	39,319	39,701	40,082	40,464	41,030	41,425	41,818	42,214	42,709	43,165	43,593	44,021	44,449	44,875	45,303	45,731	46,156	46,585	47,012	47,440	47,868	48,294	48,722	49,150
FY 3	34,054	35,416	35,761	36,149	37,414	37,788	38,162	38,728	39,114	39,460	39,866	40,424	40,812	41,201	41,590	42,107	42,528	42,949	43,370	43,792	44,212	44,634	45,055	45,476	45,897	46,318	46,739	47,161	47,580	48,002	48,424
FY 4	27,075	28,127	28,400	28,702	29,713	30,010	30,307	30,763	31,082	31,381	31,658	32,101	32,410	32,718	33,027	33,440	33,773	34,108	34,442	34,776	35,112	35,446	35,781	36,114	36,449	36,783	37,118	37,452	37,786	38,121	38,455
FY 5	28,675	27,711	27,980	28,284	29,274	29,586	29,859	30,368	30,663	30,937	31,192	31,627	31,931	32,235	32,539	32,946	33,274	33,604	33,933	34,262	34,593	34,922	35,250	35,580	35,910	36,240	36,570	36,898	37,228	37,558	37,888
FY 6	21,092	21,912	22,124	22,364	23,146	23,378	23,609	23,957	24,200	24,432	24,665	25,000	25,249	25,490	25,730	26,051	26,311	26,573	26,834	27,093	27,353	27,615	27,875	28,134	28,395	28,657	28,917	29,177	29,437	29,697	29,957
FY 7	20,781	21,588	21,797	22,034	22,804	23,032	23,269	23,613	23,842	24,071	24,300	24,639	24,876	25,113	25,350	25,666	25,922	26,180	26,438	26,692	26,949	27,207	27,463	27,719	27,975	28,233	28,490	28,746	29,002	29,258	29,514
FY 8	19,494	20,252	20,440	20,670	21,394	21,608	21,822	22,150	22,365	22,580	22,795	23,112	23,335	23,557	23,779	24,076	24,316	24,557	24,799	25,039	25,280	25,520	25,763	26,003	26,243	26,484	26,724	26,965	27,207	27,447	27,687
FY 9	19,206	19,952	20,146	20,364	21,078	21,288	21,498	21,822	22,034	22,246	22,458	22,771	22,990	23,209	23,428	23,721	23,957	24,194	24,433	24,669	24,907	25,143	25,383	25,619	25,855	26,093	26,329	26,566	26,802	27,038	27,274
FY 10	16,943	17,601	17,771	17,964	18,583	18,779	18,965	19,250	19,437	19,624	19,811	20,089	20,262	20,475	20,689	20,925	21,135	21,344	21,553	21,763	21,971	22,181	22,391	22,599	22,809	23,017	23,227	23,437	23,646	23,855	24,064
FY 11	16,692	17,340	17,509	17,699	18,318	18,501	18,685	18,966	19,150	19,334	19,518	19,792	19,962	20,173	20,363	20,616	20,822	21,028	21,235	21,441	21,646	21,854	22,060	22,265	22,472	22,677	22,884	23,091	23,296	23,502	23,708
FY 12	14,852	15,429	15,579	15,747	16,299	16,462	16,625	16,876	17,040	17,203	17,367	17,610	17,779	17,948	18,110	18,344	18,526	18,710	18,894	19,078	19,261	19,444	19,628	19,812	19,995	20,179	20,360	20,544	20,728	20,912	21,095
FY 13	13,202	13,714	13,847	13,890	14,487	14,632	14,777	15,001	15,147	15,293	15,438	15,654	15,804	15,955	16,105	16,305	16,468	16,632	16,795	16,957	17,120	17,284	17,447	17,610	17,774	17,938	18,109	18,282	18,455	18,628	18,801
FY 14	13,007	13,512	13,643	13,791	14,273	14,416	14,558	14,780	14,923	15,067	15,210	15,422	15,571	15,719	15,867	16,064	16,225	16,387	16,547	16,707	16,867	17,028	17,189	17,349	17,511	17,671	17,832	17,992	18,153	18,314	18,474
FY 15	11,937	12,400	12,521	12,657	13,100	13,231	13,362	13,564	13,686	13,827	13,959	14,153	14,289	14,425	14,561	14,743	14,892	15,038	15,185	15,334	15,480	15,628	15,774	15,923	16,070	16,217	16,365	16,513	16,659	16,808	16,957
FY 16	11,760	12,217	12,336	12,469	12,906	13,035	13,164	13,363	13,493	13,623	13,753	13,944	14,078	14,212	14,346	14,555	14,672	14,816	14,961	15,107	15,251	15,397	15,541	15,687	15,833	15,978	16,123	16,269	16,413	16,559	16,704
FY 17	10,781	11,200	11,309	11,431	11,831	11,950	12,058	12,251	12,370	12,488	12,607	12,784	12,907	13,030	13,152	13,317	13,449	13,582	13,715	13,849	13,983	14,115	14,248	14,381	14,514	14,648	14,781	14,914	15,046	15,180	15,314
FY 18	10,632	11,035	11,142	11,263	11,666	11,773	11,880	12,070	12,187	12,304	12,421	12,595	12,716	12,837	12,958	13,120	13,235	13,381	13,527	13,674	13,820	13,967	14,107	14,248	14,389	14,530	14,671	14,812	14,953	15,094	15,235
FY 19	9,847	10,230	10,329	10,441	10,806	10,914	11,022	11,189	11,266	11,407	11,515	11,787	11,892	12,012	12,162	12,283	12,405	12,527	12,649	12,770	12,891	13,013	13,134	13,255	13,378	13,499	13,620	13,742	13,863	13,985	14,106
FY 20	9,702	10,079	10,176	10,287	10,647	10,753	10,860	11,024	11,131	11,238	11,345	11,602	11,613	11,724	11,834	11,962	12,102	12,222	12,342	12,462	12,582	12,700	12,820	12,940	13,060	13,180	13,300	13,419	13,539	13,659	13,778
FY 21	9,022	9,372	9,463	9,556	9,901	10,000	10,099	10,251	10,350	10,450	10,549	10,799	10,799	10,905	11,005	11,142	11,254	11,365	11,475	11,587	11,699	11,810	11,922	12,033	12,145	12,255	12,365	12,478	12,590	12,701	12,812
FY 22	8,888	9,233	9,320	9,424	9,754	9,852	9,949	10,099	10,197	10,295	10,393	10,638	10,640	10,741	10,842	10,977	11,087	11,197	11,307	11,416	11,526	11,635	11,746	11,855	11,965	12,074	12,185	12,294	12,404	12,513	12,622

Noted
 Employees on Steps 1 will advance one Step, subject to a Merits Expectations Overall Performance Evaluation

PSLC Clerical Pay Plan
 FY 12 (2.0% general wage increase)
 262 Work Days

Step	Merit Range													Max.																		
	1	2	3	4	5	6	7	8	9	10	11	12	13		14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
1	44,600	46,844	49,010	49,500	49,500	50,745	51,237	51,730	52,223	52,716	53,209	53,702	54,195	54,688	55,181	55,674	56,167	56,660	57,153	57,646	58,139	58,632	59,125	59,618	60,111	60,604	61,097	61,590	62,083	62,576	63,069	63,562
2	43,764	45,984	48,124	48,599	48,599	49,834	50,319	50,804	51,289	51,774	52,259	52,744	53,229	53,714	54,199	54,684	55,169	55,654	56,139	56,624	57,109	57,594	58,079	58,564	59,049	59,534	60,019	60,504	60,989	61,474	61,959	62,444
3	35,297	36,668	37,024	37,425	37,425	38,735	39,191	39,647	40,103	40,559	41,015	41,471	41,927	42,383	42,839	43,295	43,751	44,207	44,663	45,119	45,575	46,031	46,487	46,943	47,399	47,855	48,311	48,767	49,223	49,679	50,135	50,591
4	34,605	35,949	36,298	36,691	37,075	37,455	37,835	38,215	38,595	38,975	39,355	39,735	40,115	40,495	40,875	41,255	41,635	42,015	42,395	42,775	43,155	43,535	43,915	44,295	44,675	45,055	45,435	45,815	46,195	46,575	46,955	47,335
5	27,617	28,689	29,282	30,307	30,510	30,913	31,375	31,837	32,299	32,761	33,223	33,685	34,147	34,609	35,071	35,533	35,995	36,457	36,919	37,381	37,843	38,305	38,767	39,229	39,691	40,153	40,615	41,077	41,539	41,999	42,461	42,923
6	27,075	28,127	28,400	28,703	29,713	30,010	30,307	30,763	31,219	31,675	32,131	32,587	33,043	33,499	33,955	34,411	34,867	35,323	35,779	36,235	36,691	37,147	37,603	38,059	38,515	38,971	39,427	39,883	40,339	40,795	41,251	41,707
7	21,514	22,350	22,587	22,811	23,609	23,845	24,081	24,446	24,804	25,162	25,520	25,878	26,236	26,594	26,952	27,310	27,668	28,026	28,384	28,742	29,100	29,458	29,816	30,174	30,532	30,890	31,248	31,606	31,964	32,322	32,680	33,038
8	21,092	21,912	22,124	22,364	23,146	23,378	23,609	23,967	24,324	24,682	25,039	25,397	25,754	26,112	26,470	26,828	27,186	27,544	27,902	28,260	28,618	28,976	29,334	29,692	30,050	30,408	30,766	31,124	31,482	31,840	32,198	32,556
9	19,884	20,657	20,857	21,083	21,822	22,040	22,258	22,593	22,928	23,263	23,598	23,933	24,268	24,603	24,938	25,273	25,608	25,943	26,278	26,613	26,948	27,283	27,618	27,953	28,288	28,623	28,958	29,293	29,628	29,963	30,298	30,633
10	19,494	20,252	20,448	20,670	21,394	21,607	21,822	22,150	22,479	22,808	23,137	23,466	23,795	24,124	24,453	24,782	25,111	25,440	25,769	26,098	26,427	26,756	27,085	27,414	27,743	28,072	28,401	28,730	29,059	29,388	29,717	30,046
11	16,943	17,601	17,771	17,964	18,593	18,779	18,965	19,250	19,535	19,820	20,105	20,390	20,675	20,960	21,245	21,530	21,815	22,100	22,385	22,670	22,955	23,240	23,525	23,810	24,095	24,380	24,665	24,950	25,235	25,520	25,805	26,090
12	15,149	15,737	15,890	16,052	16,625	16,791	16,957	17,213	17,480	17,747	18,014	18,281	18,548	18,815	19,082	19,349	19,616	19,883	20,150	20,417	20,684	20,951	21,218	21,485	21,752	22,019	22,286	22,553	22,820	23,087	23,354	23,621
13	14,852	15,429	15,579	15,747	16,299	16,462	16,625	16,876	17,127	17,378	17,629	17,880	18,131	18,382	18,633	18,884	19,135	19,386	19,637	19,888	20,139	20,390	20,641	20,892	21,143	21,394	21,645	21,896	22,147	22,398	22,649	22,900
14	13,466	13,989	14,124	14,278	14,777	14,925	15,072	15,301	15,450	15,688	15,927	16,166	16,405	16,644	16,883	17,122	17,361	17,600	17,839	18,078	18,317	18,556	18,795	19,034	19,273	19,512	19,751	19,990	20,229	20,468	20,707	20,946
15	13,202	13,714	13,867	13,998	14,487	14,632	14,777	15,001	15,147	15,373	15,600	15,827	16,054	16,281	16,508	16,735	16,962	17,189	17,416	17,643	17,870	18,097	18,324	18,551	18,778	19,005	19,232	19,459	19,686	19,913	20,140	20,367
16	12,176	12,648	12,771	12,910	13,362	13,485	13,629	13,835	14,041	14,247	14,453	14,659	14,865	15,071	15,277	15,483	15,689	15,895	16,101	16,307	16,513	16,719	16,925	17,131	17,337	17,543	17,749	17,955	18,161	18,367	18,573	18,779
17	11,937	12,409	12,521	12,657	13,100	13,223	13,362	13,564	13,767	13,970	14,173	14,376	14,579	14,782	14,985	15,188	15,391	15,594	15,797	16,000	16,203	16,406	16,609	16,812	17,015	17,218	17,421	17,624	17,827	18,030	18,233	18,436
18	10,997	11,424	11,535	11,680	12,068	12,189	12,309	12,495	12,681	12,867	13,053	13,239	13,425	13,611	13,797	13,983	14,169	14,355	14,541	14,727	14,913	15,099	15,285	15,471	15,657	15,843	16,029	16,215	16,401	16,587	16,773	16,959
19	10,781	11,209	11,309	11,431	11,831	11,950	12,068	12,251	12,436	12,621	12,806	12,991	13,176	13,361	13,546	13,731	13,916	14,101	14,286	14,471	14,656	14,841	15,026	15,211	15,396	15,581	15,766	15,951	16,136	16,321	16,506	16,691
20	10,044	10,434	10,536	10,650	11,022	11,133	11,243	11,413	11,524	11,635	11,745	11,856	11,967	12,077	12,188	12,298	12,409	12,519	12,629	12,739	12,849	12,959	13,069	13,179	13,289	13,399	13,509	13,619	13,729	13,839	13,949	14,059
21	9,847	10,230	10,329	10,441	10,806	10,914	11,022	11,189	11,298	11,407	11,515	11,624	11,733	11,842	11,951	12,060	12,169	12,278	12,387	12,496	12,605	12,714	12,823	12,932	13,041	13,150	13,259	13,368	13,477	13,586	13,695	13,804
22	9,202	9,559	9,652	9,757	10,099	10,200	10,301	10,455	10,557	10,659	10,760	10,861	10,962	11,063	11,164	11,265	11,366	11,467	11,568	11,669	11,770	11,871	11,972	12,073	12,174	12,275	12,376	12,477	12,578	12,679	12,780	12,881
23	9,022	9,372	9,463	9,566	9,901	10,000	10,099	10,251	10,350	10,450	10,549	10,648	10,747	10,846	10,945	11,044	11,143	11,242	11,341	11,440	11,539	11,638	11,737	11,836	11,935	12,034	12,133	12,232	12,331	12,430	12,529	12,628

Employees on Steps 1 will advance one Step, subject to a Merit Expectations Overall Performance Evaluation.

PBLC Client Pay Plan
 FY 13 (2.25% general wage increase)
 260 Work Days

Step	Transition		Merit Range																														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Max.		
F 1	45,664	47,436	47,898	48,418	50,113	50,614	51,115	51,886	52,390	52,894	53,398	54,142	54,653	55,163	55,704	56,389	56,963	57,527	58,090	58,654	59,218	59,782	60,346	60,910	61,474	62,038	62,603	63,167	63,730	64,294	64,858		
F 2	44,660	46,394	46,844	47,352	49,010	49,500	49,990	50,745	51,237	51,730	52,223	52,951	53,460	53,969	54,478	55,156	55,709	56,261	56,812	57,363	57,916	58,467	59,018	59,569	60,120	60,671	61,222	61,773	62,324	62,875	63,426		
F 3	36,091	37,493	37,857	38,267	39,605	40,002	40,388	41,008	41,406	41,804	42,202	42,792	43,204	43,615	44,027	44,573	45,020	45,465	45,911	46,358	46,802	47,249	47,695	48,140	48,586	49,032	49,477	49,924	50,368	50,815	51,261		
F 4	35,297	36,668	37,024	37,425	38,735	39,122	39,509	40,105	40,495	40,881	41,273	41,661	42,053	42,445	42,838	43,294	43,694	44,089	44,481	44,873	45,265	45,657	46,049	46,441	46,833	47,225	47,617	48,009	48,401	48,793	49,185		
F 5	28,238	28,335	29,620	29,941	30,989	31,269	31,609	32,085	32,396	32,708	33,019	33,480	33,802	34,124	34,446	34,768	35,224	35,521	35,820	36,270	36,570	36,870	37,170	37,470	37,770	38,070	38,370	38,670	38,970	39,270	39,570	39,870	
F 6	27,617	28,689	29,968	29,282	30,207	30,510	30,913	31,379	31,683	31,988	32,293	32,743	33,058	33,373	33,688	34,109	34,429	34,750	35,071	35,392	35,713	36,034	36,355	36,676	36,997	37,318	37,639	37,960	38,281	38,602	38,923	39,244	
F 7	21,998	22,853	23,074	23,325	24,140	24,382	24,623	24,995	25,239	25,482	25,724	26,083	26,304	26,564	26,805	27,170	27,441	27,714	27,994	28,256	28,525	28,801	29,072	29,343	29,614	29,887	30,159	30,431	30,701	30,973	31,245	31,517	
F 8	21,514	22,350	22,587	22,811	23,669	23,845	24,081	24,446	24,684	24,921	25,158	25,509	25,754	25,999	26,245	26,572	26,837	27,104	27,369	27,634	27,900	28,167	28,433	28,697	28,963	29,229	29,495	29,761	30,025	30,291	30,557	30,823	
F 9	20,332	21,121	21,326	21,566	22,313	22,536	22,759	23,101	23,325	23,550	23,774	24,105	24,337	24,569	24,800	25,111	25,361	25,612	25,863	26,115	26,366	26,616	26,870	27,120	27,370	27,621	27,872	28,123	28,375	28,626	28,877	29,128	
F 10	19,894	20,657	20,857	21,063	21,822	22,040	22,266	22,593	22,812	23,031	23,251	23,575	23,801	24,028	24,255	24,586	24,812	25,039	25,266	25,493	25,720	25,947	26,174	26,401	26,628	26,855	27,082	27,309	27,536	27,763	27,990	28,217	28,444
F 11	17,670	18,357	18,535	18,736	19,392	19,596	19,779	20,077	20,272	20,467	20,662	20,952	21,153	21,355	21,556	21,824	22,042	22,261	22,479	22,697	22,916	23,134	23,352	23,569	23,788	24,005	24,224	24,444	24,661	24,879	25,097	25,315	25,533
F 12	17,281	17,953	18,127	18,323	18,965	19,155	19,344	19,635	19,826	20,017	20,207	20,491	20,682	20,882	21,082	21,344	21,557	21,771	21,984	22,198	22,410	22,625	22,838	23,051	23,266	23,478	23,691	23,906	24,118	24,332	24,546	24,760	24,974
F 13	15,480	16,091	16,248	16,424	16,969	17,169	17,339	17,601	17,771	17,942	18,113	18,365	18,543	18,719	18,896	19,132	19,322	19,514	19,705	19,897	20,089	20,279	20,471	20,662	20,854	21,046	21,235	21,427	21,618	21,810	22,001	22,192	22,383
F 14	13,769	14,303	14,442	14,589	15,109	15,260	15,411	15,646	15,798	15,949	16,101	16,326	16,403	16,640	16,797	17,005	17,175	17,347	17,517	17,686	17,856	18,026	18,196	18,366	18,537	18,705	18,875	19,046	19,217	19,387	19,558	19,729	19,900
F 15	13,466	13,969	14,124	14,278	14,777	14,925	15,072	15,301	15,450	15,599	15,747	15,967	16,120	16,274	16,427	16,631	16,797	16,965	17,133	17,298	17,463	17,629	17,796	17,962	18,130	18,296	18,461	18,627	18,794	18,960	19,127	19,294	19,461
F 16	12,450	12,933	13,059	13,200	13,682	13,799	13,935	14,146	14,264	14,421	14,559	14,761	14,903	15,045	15,187	15,377	15,531	15,684	15,837	15,992	16,145	16,299	16,452	16,607	16,760	16,914	17,067	17,222	17,375	17,529	17,682	17,835	17,988
F 17	12,176	12,648	12,771	12,910	13,362	13,495	13,629	13,835	13,970	14,104	14,238	14,436	14,575	14,714	14,852	15,028	15,190	15,339	15,489	15,640	15,789	15,941	16,090	16,241	16,391	16,542	16,692	16,843	16,992	17,144	17,295	17,446	17,597
F 18	11,245	11,681	11,795	11,922	12,329	12,463	12,598	12,777	12,901	13,025	13,149	13,333	13,461	13,589	13,717	13,888	14,027	14,166	14,304	14,444	14,583	14,722	14,860	14,998	15,138	15,276	15,416	15,554	15,693	15,832	15,971	16,110	16,249
F 19	10,997	11,424	11,535	11,660	12,066	12,189	12,309	12,496	12,617	12,738	12,860	13,039	13,165	13,290	13,416	13,583	13,718	13,854	13,989	14,126	14,262	14,398	14,533	14,668	14,805	14,941	15,077	15,212	15,347	15,482	15,617	15,752	15,887
F 20	10,270	10,689	10,773	10,890	11,270	11,383	11,496	11,670	11,783	11,856	12,010	12,176	12,283	12,410	12,528	12,684	12,811	12,938	13,065	13,192	13,319	13,446	13,571	13,698	13,825	13,952	14,079	14,205	14,332	14,460	14,587	14,714	14,841
F 21	10,044	10,434	10,536	10,650	11,022	11,133	11,243	11,413	11,524	11,635	11,745	11,908	12,023	12,137	12,282	12,405	12,529	12,653	12,777	12,902	13,026	13,149	13,273	13,397	13,521	13,645	13,769	13,892	14,016	14,140	14,264	14,388	14,512
F 22	9,403	9,775	9,869	9,976	10,326	10,429	10,532	10,691	10,785	10,899	11,002	11,156	11,263	11,370	11,478	11,620	11,737	11,853	11,969	12,085	12,202	12,317	12,434	12,550	12,666	12,782	12,898	13,014	13,131	13,246	13,362	13,478	13,594
F 23	9,202	9,559	9,652	9,757	10,099	10,200	10,301	10,456	10,557	10,659	10,760	10,910	11,015	11,120	11,225	11,365	11,479	11,592	11,706	11,819	11,933	12,046	12,160	12,273	12,388	12,501	12,615	12,728	12,842	12,955	13,068	13,181	13,294

Employees on Steps 1 will advance one Step, subject to a Meets Expectations Overall Performance Evaluation.

Section 1 - Standby Pay (Night Premium Pay) Animal Control Only

(a) Bargaining unit employees shall be paid standby pay of \$20.00 per day for hours spent on call and standby plus all hours actually worked at the appropriate rate. Current hours now being worked on call and standby are 4:00 P.M. to 8:00 A.M. Monday through Friday.

(b) Bargaining unit employees shall be paid on call and standby pay of \$40 per day for hours spent on call and standby for Saturday, Sunday and holidays plus all hours actually worked at the appropriate rate, as listed in Article XV.

(a) The Kennel Cleaner shall receive \$45.00 per day for work done on Saturday, Sunday and holidays, as listed in Article XV.

Section 2 - Part-Time Employees

(a) Part-time employees who (a) perform all of the same work as full-time employees and (b) work year around part-time, shall be paid one hundred 100% percent of the full-time pay scale based upon years of service.

(b) Part-time Bailiffs shall be paid effective 12/01/09—1% increase for fiscal year 2010 - \$9.111 per hour; effective 12/01/10—1.5% increase for fiscal year 2011- \$9.248 per hour, effective 12/01/11—2% increase for fiscal year 2012- \$9.433 per hour and effective 12/01/12—2% increase for fiscal year 2013- \$9.622 per hour for all hours worked.

(c) All other part-time employees shall be paid a starting wage effective 12/01/09—1% increase for fiscal year 2010=\$8.507 per hour; effective 12/01/10—1.5% increase for fiscal year 2011=\$8.635 per hour, effective 12/01/11—2% increase for fiscal year 2012=\$8.808 per hour and effective 12/01/12—2% increase for fiscal year 2013=\$8.984 per hour for all hours worked. Employees returning to the same or similar

positions shall be paid effective 12/01/09—1% increase for fiscal year 2010 = \$9.302 per hour, effective 12/01/10 – 1.5% increase for fiscal year 2011 = \$9.442 per hour, effective 12/01/11 – 2% increase for fiscal year 2012 = \$9.631 and effective 12/01/13 – 2% increase for fiscal year 2013 = \$9.824 per hour for all hours worked.

Section 3 - Shift Differential

A shift differential of thirty cents (\$0.30) per hour will be paid employees whose regular shift begins on or after 2:00 PM and ends on or before 8:00 AM.

Section 4 – Educational Incentive

A one-time stipend of two hundred fifty (\$250.00) dollars will be granted any employee who has attained an Associates degree from an accredited institution of higher learning. A one-time stipend of five hundred (\$500.00) dollars will be granted any employee who has attained a Bachelors degree from an accredited institution of higher learning.

ARTICLE XXII

LABOR-MANAGEMENT/SAFETY & HEALTH COMMITTEE

Section 1 - Labor Management Conferences

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. A written agenda must be provided no less than within five (5) working days of this scheduled date. It shall contain all matters that the submitting parties wish to discuss and shall specify the contract Article, Section and page number that is in consideration, if applicable. It shall further provide sufficient detail so as to enable the party receiving it to prepare for a meaningful examination of the subject. The parties anticipate that such meetings shall be about one (1) hour long, shall be held during the

workday, and shall be attended by no more than three (3) members of the bargaining unit providing such conditions are met, no employee shall lose pay for attending the meeting nor shall any employee's benefit account be debited for the hour.

Section 2 - Integrity of Grievance Procedure

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 discussed in detail at labor-management conferences, and any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Employer and the Union, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3 - Safety Issues

Any report or recommendation which may be prepared by the Union or the Employer as a direct result of a labor/ management conference discussion will be in writing and copies shall be submitted to the Employer and the Union.

Section 4 - Disabling Equipment Defects

The Employer recognizes its obligation to provide safe equipment and vehicles to the employees. No employee shall be required to use any equipment that the Employer and the Union mutually agree is defective because of a disabling condition. When an assigned department vehicle has a disabling defect as mutually agreed between the Union and the Employer or is in violation of the law, the employee may notify his supervisor, complete required reports and follow the supervisor's direction relative to requesting repair, replacement or the continued operation of said vehicle.

Section 5 - Union Rep Attendance

When absence from work is required to attend labor/management conferences, Union members shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Union members attending such conferences shall be limited to three (3). Travel expenses associated with any labor-management conferences shall be the responsibility of the employee.

ARTICLE XXIII

INSURANCE

Section 1 - County Contributions

All bargaining unit employees will be offered the County's group insurance program at the time of employment. If the employee elects and qualifies, then the current co-pay amount paid by the employee shall continue until such time as the premium cost reaches \$350.00 for the employee. Should the employee elect dependent coverage, then they will pay the current co-pay on insurance premiums until such time as the premium for dependent coverage reaches \$275.00. Any premium increases that exceed \$350.00 for the employee and an additional \$275.00 for the dependent will be shared on a 50/50 basis by the employee and the Employer. Employees will continue to pay 100% of the dependent dental coverage. Employee co-pay shall be through payroll deduction.

Section 2 - Life Insurance

The County will pay 100% of the monthly premium for employee's life insurance.

Section 3 - Enrollment and Eligibility

Open enrollment for the first year of this Agreement will be permitted thirty (30) days following the date this Agreement is signed at which time all employees will be eligible provided they give evidence of insurability. Only preexisting conditions may be

excluded from coverage at the time of enrollment.

Section 4 - Insurance Committee

A. Cost Review: The County and this bargaining unit agree to participate in an insurance committee established county-wide 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 (1) representative from Unit A, Unit B, Corrections Unit, Control Room Operators Unit and Deputy's Unit, along with four (4) management and two (2) non-union 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. Benefit Denial Review: 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. The Plan Administrator's decision shall be final and non-grievable notwithstanding any other provisions contained herein.

Section 5 - Retirement Program (IMRF)

The County will provide each bargaining unit employee as required by Statute a retirement program through the Illinois Municipal Retirement Fund for employees who work a minimum of one-thousand (1,000) hours per year. The cost of this plan is shared by the employee and the County.

ARTICLE XXIV

MISCELLANEOUS PROVISIONS

Section 1 - Personnel Policies

To the extent that the Tazewell County Employees Personnel Policies Handbook or the work rules of the Sheriff's Office do not conflict with the provisions of this Agreement, such policies shall continue in full force and effect.

Section 2 - Uniform Allowance

The employees of the bargaining unit in the Animal Control Office and Maintenance Department shall receive, annually, a uniform maintenance allowance of two hundred and fifty dollars (\$250.00) per employee to be paid pursuant to purchase order upon approval by the Department Head. In addition, the Employer will provide coveralls and winter jacket and be responsible for their cleaning and/or replacement. Rubber overshoe boots will be made available on site. Jail Clerks will be provided an annual clothing allowance of \$250.00 payable after the beginning of each fiscal year.

Section 3A - Telephone

Employees designated by the Employer may be required to make available to the Employer a telephone number of a person where they can be contacted in case of emergencies, working overtime or other job related reasons.

Section 3B - Dress

Employees shall report to work in a neat and orderly fashion. Uniforms shall not be required to be worn by employees during the term of this Agreement except by

mutual agreement. This provision shall not apply to jail officers, wardens, bailiffs and maintenance personnel.

Section 3C - Driver's License

Employees shall obtain and maintain a driver's license appropriate for their related employment use.

Section 4 - Printing of Agreement

The Employer shall be responsible for the copying of necessary copies of this Agreement and shall provide the Union twenty (20) days opportunity to review the galley proof of the Agreement prior to copying. The cost of copying this Agreement shall be borne by the Employer. The Employer shall distribute one (1) copy to each bargaining unit employee covered by this Agreement, and shall also provide a copy to each new bargaining unit employee, regardless of Union membership or status, upon employment.

Section 5 - Parking

Employees on payroll July 1, 2010 will be assigned a parking space according to current practice. New hires will be assigned a parking space as one becomes available. Employees who have an assigned space and repeatedly do not use it, instead parking on the street, may have their assigned space removed. The employee shall be provided written notice of the removal of the parking space.

ARTICLE XXV

JOB DESCRIPTIONS

Job descriptions and any changes in job descriptions of bargaining unit employees shall be provided to the Union at the Union's request. A master list of all current job descriptions shall be maintained in the County Administrator's Office. The employer will provide to the Union a current list of the Hay Study Committee members.

ARTICLE XXVI

PAST PRACTICE

The Employer agrees that during the period of this Agreement, it shall not unilaterally change any past practices enjoyed by members of the bargaining unit.

When past practice conflicts with the express terms of this contract, the contract shall prevail.

ARTICLE XXVII

RECORDS AND FORMS

Section 1 - Attendance Records

The Employer shall maintain accurate, daily attendance records. An employee shall have the right to review his/her time and pay records on file with the Employer upon reasonable request.

Section 2 - Notification of Absence

An employee shall provide advance notice of absence from work unless prevented from doing so by emergency situations. Absence of an employee for three (3) consecutive work days without reporting to the Employer or the person designated by the Employer to receive such notification may be cause for discharge. The above provision shall not apply so long as the employee then notifies as soon as it is physically possible.

Section 3 - Records

All public records of the Employer shall be available for inspection upon written request by the Union, subject to Freedom of Information Act.

Section 4 - Undated Forms

No supervisor or other person in a position of authority shall demand or request an employee to sign an undated resignation or any blank form. No employee shall be

required to sign such a form. Any such demand shall entitle the employee to immediately appeal to the County through the grievance procedure.

Section 5 - Incomplete Forms

All information placed on a form or any modification or alteration of existing information made on a form subsequent to it having been signed by an employee shall be null and void insofar as it may affect the employee, the employee's position or condition of employment. Any employee required to sign any form prepared pursuant to this Agreement shall be given a copy of it at the time the employee's signature is affixed.

ARTICLE XXVIII

ENTIRE AGREEMENT/SAVINGS CLAUSE

Section 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 Union, 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:

- (1) Any subject matter or matter specifically referred to or covered in this Agreement; and
- (2) Subjects or matters that arose as a result of the parties' proposals during bargaining but which were not agreed to.

Section 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 an 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 XXIX

TERMINATION

This Agreement shall be effective as of the 1st day of December 2009, and shall remain in full force and effect until the 30th day of November 2013. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this 29th day of Sept, 2010, in Pekin, Illinois, executing eight duplicate original copies.

FOR THE UNION:

K. Graenewald
Bargaining Unit Representative

Julie A. Young
Bargaining Unit Representative

COUNTY OF TAZEWELL

BY: [Signature]
County Board Chairman

ATTEST: Christina A. Webb
County Clerk

Gayle S. Williams
Bargaining Unit Representative

Vicki Grashoff
County Auditor

Joe Ann Abto
Bargaining Unit Representative

Dennis W. Conover
County Coroner

James Bush
Bargaining Unit Representative

Robert A. Long
County Recorder

Nicole Jones
Bargaining Unit Representative

Robert M. Huston
County Sheriff

Jeffrey J. Williams
Bargaining Unit Representative

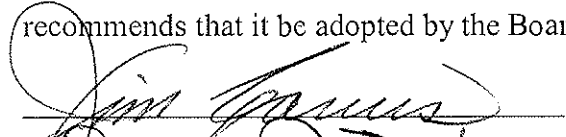


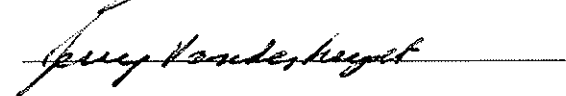
Christie A. Webb
County Clerk

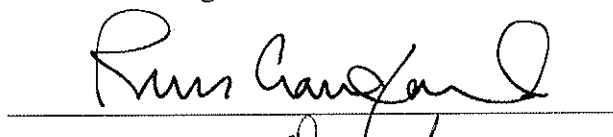
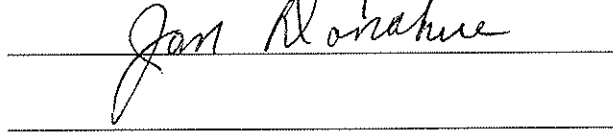
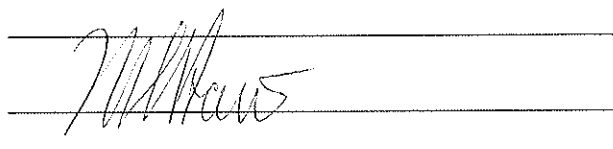
Jim D. Pull
Bargaining Unit Representative

Deane A. Gray
County Treasurer

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:



 Carroll Emig



RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve the proposed Tazewell County Health Care Plan document; and

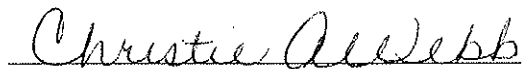
WHEREAS, the Human Resources Committee recommends the County Administrator to execute the Plan document; and

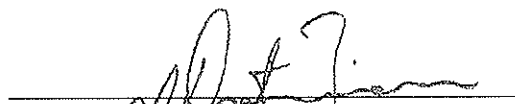
THEREFORE BE IT RESOLVED the County Board approves the recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Deanna Smith, HCH Administration, Inc., P.O. Box 1986, Peoria, IL 61656-1986 and Payroll of this action.

PASSED THIS 25TH DAY OF AUGUST, 2010.

ATTEST:


 County Clerk


 County Board Chairman

**TAZEWELL COUNTY
HEALTH CARE PLAN**

TAZEWELL COUNTY
HEALTH CARE PLAN
Table of Contents

INTRODUCTION4

GENERAL INFORMATION.....5

SCHEDULE OF BENEFITS.....7

EMPLOYEE ELIGIBILITY14

Eligibility Requirements14

Eligibility Date.....14

Other Available Plan.....14

DEPENDENT ELIGIBILITY.....14

Eligibility for Dependent’s Coverage.....14

Eligibility Date of Dependent’s Coverage15

Other Available Plan.....15

BENEFITS16

Limitations16

Medical Benefits17

Medical Reimbursement Plan25

Maxi Plan25

Special Enrollment Considerations.....26

Dental and Vision Benefits26

CLAIM PROVISIONS.....28

Annual Information Statement.....28

Benefit Claims28

Appeal of Adverse Benefit Determinations.....32

First Appeal Level.....33

Second Appeal Level35

Appointment of Authorized Representative36

Facility of Payment.....36

Minor or Incompetency.....36

Discharge37

Time Limitations37

Claims Mistakenly Paid37

ADMINISTRATION37

Assignment37

Withholding of Benefit Payments37

Medical Examination37

Right to Receive and Release Information.....38

Facility of Reimbursement.....39

Right to Recovery.....39

Subrogation and Reimbursement.....	40
Coordination of Benefits	45
Coordination with Medicare and Medicaid.....	46
Case Management.....	47
Qualified Medical Child Support Order.....	47
Termination of Coverage.....	48
Extension of Benefits.....	49
General Limitations	50
CONTINUATION OF BENEFITS	53
Eligibility to Make Election.....	53
Election Period and Procedure.....	53
Benefits	54
Payment for Benefits	54
Duration of Continuation Coverage	54
Administration	55
MILITARY LEAVE.....	58
Election and Duration of Coverage	58
Benefits	58
Payment for Benefits	58
Employee Returning from Military Leave.....	59
FAMILY AND MEDICAL LEAVE AND VICTIMS' ECONOMIC SECURITY AND SAFETY LEAVE	59
CONTINUATION OF BENEFITS UNDER STATE LAW	61
Illinois Municipal Retirement Fund ("IMRF") Benefit.....	61
Deputy's Continuation Privilege	63
MISCELLANEOUS	64
Nonalienation of Benefits	64
Invalid Provision	64
Governing Law	64
Amendment/Termination	65
Exclusive Benefit/Legal Enforceability.....	65
INTERPRETATION OF THE PLAN	65
DEFINITIONS	65
PRESCRIPTION DRUG CARD PLAN	ADDENDUM A
COBRA PREMIUM REDUCTION PROVISIONS.....	ADDENDUM B

INTRODUCTION

The Tazewell County Health Care Plan ("Plan") is a self-funded health benefit plan established to provide hospital, medical, dental and vision benefits for employees of Tazewell County, Illinois ("Employer"). This Plan represents the efforts of the Employer to provide its employees and their dependents with the best possible health benefits at an affordable cost.

This booklet provides you with a description of all benefit provisions in the Plan, your rights under federal law, how you establish and/or lose eligibility, and how to appeal if a claim is not handled satisfactorily. Thus, we are asking you to review this booklet and familiarize yourself with the rules and requirements and the benefits to which you may be entitled.

In reviewing this booklet, you will note that a number of terms and phrases are capitalized. This usually means that there is a definition of these terms contained in the Definitions Section of the Plan. It will be helpful to refer to these definitions as you review your benefits.

If you would like to contact the Contract Administrator, you may do so between 8:00 A.M. and 5:00 P.M., Central Time, Monday through Friday, using the telephone numbers listed on the General Information page. However, any information that you obtain over the phone in this manner concerning your rights and benefits may not be relied upon as a guarantee of your rights or that benefits will be paid in that manner. The availability of benefits is determined solely on the basis of the terms of the Plan as contained in this booklet. A final determination of your rights and benefits cannot be made until all necessary documentation and information is submitted to the Contract Administrator and your claim is fully adjudicated.

GENERAL INFORMATION

The following information, together with the information contained in this booklet, form the master plan and SUMMARY PLAN DESCRIPTION of the Plan.

The following information, together with the information contained in this booklet, form the master plan and SUMMARY PLAN DESCRIPTION of the Plan.

1. Name of Plan:

Tazewell County Health Care Plan

2. Name and Address of Plan Sponsor and Plan Administrator:

Tazewell County, Illinois
11 S. 4th Street
Suite 432
Pekin, IL 61554
(309) 477-2274

3. Plan Number: 501

4. Type of Plan:

Welfare benefit plan providing medical, dental, and vision benefits.

5. Funding:

The Plan is self-funded by Tazewell County, Illinois.

6. Contract Administrator:

HCH Administration, Inc.
Post Office Box 1986
Peoria, IL 61656-1986
(309) 673-7330
(800) 322-1516
(800) 447-3227 (customer service)
e-mail: customerservice@hchadmin.com

7. Utilization Review Administrator:

HCH Administration, Inc.
24-hour Pre-Certification Number: (800) 851-4630

8. COBRA Notice Coordinator:

HCH Administration, Inc.

9. Agent for Service of Legal Process:

Service of legal process may be made upon the Plan Administrator.

10. Sources of Contributions to the Plan:

The cost of providing benefits under the Plan is shared by the Employer and Employees. A schedule will be distributed periodically setting forth the contributions required of the Employees participating in the Plan.

11. Fiscal Year of the Plan:

December 1 through November 30

12. Effective Date of the Plan:

January 1, 1990

13. Effective Date of Plan Restatement:

December 1, 2009

SCHEDULE OF BENEFITS

MAJOR MEDICAL PLAN

DEDUCTIBLE, PER CALENDAR YEAR	
Per Person	\$500
Per Family Unit	\$1,000
<p>Unless otherwise noted, the calendar year deductible applies to all covered services under this Plan.</p> <p>Family deductible includes all family members combined.</p> <p>The following services do not apply towards satisfying the calendar year deductible:</p> <ul style="list-style-type: none"> - Routine Mammograms - Breast Ultrasounds - Preferred provider office visits - Prescription drug card benefits - Dental benefits - Vision benefits - Amounts over the Reasonable and Customary - Utilization Review Penalty - Plan Exclusions 	
MAXIMUM OUT-OF-POCKET AMOUNT, PER CALENDAR YEAR	
Per Person (including deductible)	\$1,300
Per Family Unit (including deductible)	\$2,600
<p>The Plan will pay the designated percentage of covered charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of covered charges for the rest of the calendar year. The following services do not apply towards satisfying the out-of-pocket maximum limit:</p> <ul style="list-style-type: none"> - Emergency Room deductible - Prescription drug card benefits - Dental benefits paid under the dental coverage - Vision benefits - Utilization Review Penalty - Amounts over the Reasonable and Customary - Plan Exclusions 	
MAXIMUM BENEFITS	
Lifetime	
Lifetime Maximum Benefit	\$1,000,000
Infertility Services	\$5,000
Calendar Year	
Chiropractic Treatment/Spinal Manipulations	\$1,500
Wellness Benefits	
Men age 40 and over Prostate Exam and PSA test	\$130 per calendar year
Women age 18 and over Pap smear and related office visit	\$130 per calendar year
Routine Mammogram	Contact Plan Sponsor for arrangements
One mammogram outside of routine mammogram	\$100 per calendar year
Monthly	
Kidney Dialysis	\$7,500
Kidney Dialysis, related Physician charges	\$2,500

	PREFERRED PROVIDERS	NON-PREFERRED PROVIDERS
Inpatient Admissions		
Retirees/Spouses age 65 and older	\$1,000 per admission	
Pre-Existing Conditions	\$1,000 per condition	
COVERED SERVICES		
The Plan will pay the designated percentage of covered charges for the services noted below until the maximum limits are reached.		
Wellness Benefits		
Prostate Exam, PSA test, Pap Smear, Mammogram	100% to covered limits	100% to covered limits
Routine Physical Exams, Immunizations, and Vaccinations for Children Under Age of 16 (no fee schedule will apply for any of these benefits)	\$25 copay	Deductible, then 80%
Hospital Services^{1,2}		
Room and Board	90%	Not Covered
Intensive Care Unit	90%	Not Covered
Other Inpatient	90%	Not Covered
Outpatient Surgery & Diagnostic Testing	90%	Not Covered
Outpatient Pre-Admission Testing	90%	Not Covered
Outpatient Urgent Care Room	90%	Not Covered
Outpatient Emergency Room	\$150 ER deductible then 90%	Not Covered
Inpatient Rehabilitation Facility^{1,2}	80%	80%
Durable Medical Equipment	80%	80%
Skilled Nursing Facility	80%	80%
Physician Services		
Inpatient visits	80%	80%

¹ Hospital services in Tazewell, Peoria, Woodford, McLean, Sangamon and Fulton counties must be received from Methodist Medical Center, Pekin Hospital, BroMenn Regional Medical Center, Graham Hospital, Hopedale Hospital, Eureka Hospital, Memorial Medical Center or White Oaks Center in Peoria. However, this provision may be waived if the services are not available from a designated facility, transportation of the patient to a designated facility would jeopardize the patient's health, or as authorized by the Plan Administrator. Covered Hospital expenses not paid as listed above (90% or Not Covered) will be paid at 80%.

² May require pre-certification. See the Utilization Review section for notification requirements.

Non-Preferred coinsurance is based on Reasonable and Customary charges. In addition to the coinsurance, the Covered Person also pays any charges in excess of the Reasonable and Customary charge.

Preferred Provider coinsurance, if any, is based on the allowed or discounted amount, not on the billed amount.

	PREFERRED PROVIDERS	NON-PREFERRED PROVIDERS
Office visits, labs and x-rays	\$25 copay	80%
Surgery	80%	80%
Home Health Care ²	80%	80%
Private Duty Nursing ²	80%	80%
Hospice Care ²	80%	80%
Ambulance Service	80%	80%
Occupational Therapy ²	80%	80%
Speech Therapy	80%	80%
Physical Therapy ²	80%	80%
Respiratory Therapy	80%	80%
Prosthetics	80%	80%
Orthotics	80%	80%
Infertility Services ²	Same as any Sickness to covered limits	
Medical Supplies	80%	80%
Maternity	Same as any Sickness	
Routine Well Newborn Care	Same as any Sickness	
Birth Center	80%	80%
Mental Illness/Substance Abuse		
Outpatient Mental Illness	50%	50%
Outpatient Substance Abuse	50%	50%
Chiropractic Treatment/Spinal Manipulation	80% to covered limits	80% to covered limits
Organ Transplants ²	Same as any Sickness	
Prescription Drugs	See Prescription Drug Section	
All Other Non-Hospital Covered Services	80%	80%

² May require pre-certification. See the Utilization Review section for notification requirements.

Non-Preferred coinsurance is based on Reasonable and Customary charges. In addition to the coinsurance, the Covered Person also pays any charges in excess of the Reasonable and Customary charge.

Preferred Provider coinsurance, if any, is based on the allowed or discounted amount, not on the billed amount.

MAXI PLAN

DEDUCTIBLE, PER CALENDAR YEAR		
Per Person	None	
Per Family Unit	None	
MAXIMUM BENEFITS		
Lifetime		
Lifetime Maximum Benefit	\$1,000,000	
Infertility Services	\$5,000	
Calendar Year		
Chiropractic Treatment/Spinal Manipulations	\$1,500	
Monthly		
Kidney Dialysis	\$7,500	
Kidney Dialysis, related Physician Charges	\$2,500	
Inpatient Admissions	\$1,000 per admission	
Pre-Existing Condition	\$1,000 per condition	
COVERED SERVICES		
The Plan will pay the designated percentage of covered charges for the services noted below until the maximum limits are reached.		
Wellness Benefits		
Routine Physicals	100% to covered limits	100% to covered limits
Routine Physical exams, immunizations, and vaccinations for children under age of 16 (no fee schedule will apply for any of these benefits)	100% to covered limits	100% to covered limits
Hospital Services¹		
Inpatient (including intensive care and other inpatient services)	100%, maximum \$1,500 per admission	100%, maximum \$1,500 per admission
Outpatient Surgery & Diagnostic Testing	100%	100%
Outpatient Pre-Admission Testing	100%	100%
Outpatient Urgent Care Room	100%	100%
Outpatient Emergency Room	100%	100%
Inpatient Rehabilitation Facility¹	100%	100%
Skilled Nursing Facility	100%	100%
Physician Services		
Inpatient visits	100%	100%
Office visits, labs and x-rays	100%	100%
Surgery	100%	100%
Home Health Care ¹	100%	100%
Private Duty Nursing ¹	100%	100%
Hospice Care ¹	100%	100%

	PREFERRED PROVIDERS	NON-PREFERRED PROVIDERS
Ambulance Service	100%	100%
Occupational Therapy ¹	100%	100%
Speech Therapy	100%	100%
Physical Therapy ²¹	100%	100%
Respiratory Therapy	100%	100%
Prosthetics	100%	100%
Orthotics	100%	100%
Infertility Services¹	100% to covered limits	100% to covered limits
Medical Supplies	100%	100%
Maternity	100%	100%
Routine Well Newborn Care	100%	100%
Birth Center	100%	100%
Mental Illness/Substance Abuse		
Outpatient Mental Illness	50%	50%
Outpatient Substance Abuse	50%	50%
Chiropractic Treatment/Spinal Manipulation	100% to covered limits	100% to covered limits
Organ Transplants¹	100%	100%
Prescription Drugs	See Prescription Drug Section	
All Other Covered Services	100%	100%

¹May require pre-certification. See the Utilization Review section for notification requirements.

Non-Preferred coinsurance is based on Reasonable and Customary charges. In addition to the coinsurance, the Covered Person also pays any charges in excess of the Reasonable and Customary charge.

Preferred Provider coinsurance, if any, is based on the allowed or discounted amount, not on the billed amount.

PRESCRIPTION DRUG PLAN BENEFITS

Prescription Charges	
MediImpact Pharmacy (30 day supply)	
Generic copay	\$12
Brand formulary copay	\$30
Non-formulary copay	\$50
Mail-order Pharmacy (90 day supply)	
Generic copay	\$24
Brand formulary copay	\$60
Non-formulary copay	\$100

The following are not eligible expenses under the benefits described above: Injectables not receiving special authorization by the Plan, drugs not approved by the FDA, and drugs for sexual enhancement, infertility, hair growth, or cosmetic purposes are not covered. Birth control pills, but not other contraceptive methods, are covered. Retirees or retirees' spouses eligible for Medicare are not covered by the Drug Card.

Note: Drug copays under a Spouse's plan are covered in full under the Maxi Plan. If a Spouse's plan does not have drug coverage, participants will continue to have a drug card under the Maxi Plan and will be reimbursed for deductibles by the Maxi Plan.

UTILIZATION REVIEW

Under the Major Medical Plan and the Maxi Plan the Utilization Review Administrator must be notified prior to receiving any of the treatments or services listed below. The contact information may be found on your Identification Card. Failure to do so will result in a penalty in the form of a reduction in benefits otherwise computed. The reduction shall be the lesser of (i) the actual benefits available under the Plan, or (ii) \$1,000.

All Inpatient surgeries/procedures and admissions

DENTAL BENEFITS

Plan pays 100% of Reasonable and Customary fees for covered services.	
Lifetime Family Maximum Orthodontia	\$1,000
Calendar Year Family Deductible (aggregate)	\$100
Calendar Year Maximum (per individual)	\$1,000
100% coverage with No Deductible applies to these services:	
Routine oral exams, cleaning and polishing, bitewing x-rays, and fluoride treatment to age 19, twice in a calendar year. Full mouth x-rays once in a consecutive 24 month period. Emergency exams and treatment to relieve pain, including drugs.	
80% coverage with \$75 dental deductible per person per calendar year applies to these services:	
Fillings consisting of amalgam, silicate or plastic. Extractions, dental tests, oral surgery and related general anesthesia. Periodontal treatment and endodontics including pulp capping, pulpotomy, and root canal therapy.	
50% coverage with \$75 dental deductible per person per calendar year applies to these services:	
Gold foil restorations, inlays and onlays, crowns and crown buildups. Dentures, full and partial. Bridges, fixed and removable.	
50% coverage with \$75 dental deductible per person per calendar year applies to these services:	
Orthodontic treatment	

VISION BENEFITS

Plan pays 100% of expenses for exams, frames, lenses or contact lens for Employee only	
2 Year Maximum (Beginning 12-01-08 to 11-30-10 and every two year period thereafter.)	\$300

MEDICAL REIMBURSEMENT PLAN (MRP)

The Medical Reimbursement Plan (MRP) is available to Eligible Employees who are not eligible for enrollment in the Major Medical or Prescription Drug plan options due to coverage under another health or prescription drug plan or not eligible for any of the other Employer plans. Employees with other employer sponsored group medical coverage may elect only this MRP unless an exemption is approved by the Plan Sponsor. No other Eligible Employees may enroll in the MRP unless an exception is approved by the Plan Sponsor. Deductibles, copayments and coinsurance under the other group medical, dental, or prescription plan are covered in full up to a maximum benefit of \$5,000 per individual for expenses incurred in a calendar year. If the following services are not covered under the other group medical plan, the Employee will be reimbursed in full, subject to the calendar year maximum: Physician office visits, routine exams and related tests and chiropractic services. Benefits are paid directly to the Employee. The Employee must submit a copy of the other plan's explanation of benefits or a copy of the prescription receipt showing the copayment or coinsurance amount to the Contract Administrator.

Should an Employee lose other health coverage, the Employee may discontinue coverage under the Medical Reimbursement Plan and enroll in the Major Medical Plan.

NOTICES

It is the Covered Person's or Covered Dependent's responsibility to notify the Employer or Plan Administrator within fifteen (15) days of any event which would cause such person or a family member to (i) gain or lose eligibility for coverage under the Plan, (ii) become eligible for or entitled to any Plan benefit, or (iii) lose eligibility for or entitlement to any Plan benefit; unless the Plan elsewhere specifically provides for a longer notice provision. The foregoing includes, but is not limited to, the following:

- (1) Notifying the Plan Administrator of an address change within fifteen (15) days of such change;
- (2) Notifying the Plan Administrator of a name change within fifteen (15) days of such change; and
- (3) Providing verification of full-time student status within fifteen (15) days of the start of each semester or quarter.

This Schedule is a summary of Plan benefits. Please read the remainder of this booklet carefully for a detailed explanation of Plan benefits and limitations.

EMPLOYEE ELIGIBILITY

Eligibility Requirements

Each Employee and that Employee's Eligible Dependents shall be eligible to participate in the Plan on the first Eligibility Date following attainment of status as Full-Time Employee. An Employee must make written application for coverage and sign a payroll deduction order, if necessary, prior to coverage becoming effective.

In order to be eligible for coverage, the Employee must submit, at his own expense, evidence of his good health which is satisfactory to the Employer and Contract Administrator. His Eligibility Date will be the later of (i) the date determined in accordance with the Eligibility Date section below, or (ii) the first of the month following the date of approval by the Employer and Contract Administrator of the evidence of his good health. An Employee for whom coverage is so approved will be subject to the limitation on Pre-Existing Conditions as prescribed herein.

Eligibility Date

An Employee shall be eligible for coverage under the Plan on the first day of the month following sixty (60) days of Full-Time Employment with the Employer or other governmental unit participating in the Plan. A contract Employee not covered by a collective bargaining agreement shall be eligible for coverage under the Plan on the date set forth in the employment contract.

Other Available Plan

If an Employee is covered under another group health plan that penalizes the Employee for the Employee not enrolling in this Plan or contains an incompatible plans provision, the Employee is not eligible for this Plan unless an exception is made by the County Administrator or the Board Chairman. A Covered Person that is terminated from this Plan due to the preceding sentence will be allowed to re-enter the Plan without providing proof of good health and without application of the limitation on Pre-Existing Conditions as prescribed herein on the earlier of (i) the date the Employee's other group health plan coverage terminates, or (ii) the date the Employee retires as an Employee.

DEPENDENT ELIGIBILITY

Eligibility for Dependent's Coverage

A Covered Person may obtain benefits for his Eligible Dependents under the Plan on:

- (a) The date the Covered Person is eligible for coverage under the Plan, if on that date he has such Eligible Dependents; or
- (b) The date the Covered Person gains an Eligible Dependent, if on that date he is covered by the Plan.

An Employee must make written application for coverage and sign a payroll deduction order, if necessary, prior to coverage for an Eligible Dependent becoming effective.

In the event two parents are both eligible to be covered by the Plan as Covered Persons, only one parent will be eligible to cover any Eligible Dependent children they might have.

Eligibility Date of Dependent's Coverage

- (a) The Eligibility Date of coverage for each Eligible Dependent will be the later of (i) the date on which the Covered Person who is the source of a dependent's eligibility becomes eligible for dependent coverage or (ii) the date the dependent becomes an Eligible Dependent.
- (b) In order to be eligible for coverage, the Covered Person must submit, at his own expense, evidence of the good health of each dependent for whom coverage under the Plan is sought which is satisfactory to the Employer and Contract Administrator. The Eligibility Date for each dependent will then be the first of the month following the date of approval by the Employer and Contract Administrator of the dependent's evidence of his good health. A dependent for whom coverage is so approved will be subject to the limitation on Pre-Existing Conditions as prescribed herein.

Evidence of good health will not be required of a newborn child, adopted child, or child placed with the Covered Person for adoption if the Covered Person had dependent coverage within sixty (60) days of discovering the pregnancy, or deciding to adopt the child or accept placement of the child prior to adoption.

In no event will the Eligibility Date for a dependent precede the Eligibility Date for the Covered Person who determines the dependent's eligibility for benefits under the Plan.

Other Available Plan

If an Eligible Dependent is covered under another group health plan that penalizes the Eligible Dependent for the Eligible Dependent not enrolling in this Plan or contains an incompatible plans provision, the Eligible Dependent is not eligible for this Plan unless an exception is made by the County Administrator or the Board Chairman. A Covered Dependent that is terminated from this Plan due to the preceding sentence will be allowed to re-enter the Plan without providing proof of good health and without application of the limitation on Pre-Existing Conditions as prescribed herein, if the Covered Person had dependent coverage at the time coverage under the Plan was terminated as set forth above, on the earlier of (i) the date the Eligible Dependent's other group health plan coverage terminates, or (ii) the date the Covered Person retires as an Employee.

BENEFITS

Limitations

(a) Shared Expenses

During each calendar year, except where specifically indicated to the contrary, each Covered Person or Covered Dependent shall be responsible for the deductible, copayment, and coinsurance requirements listed in the Schedule of Benefits.

(b) Maximum Lifetime Benefits While Covered Under This Plan

The maximum benefit while covered under this Plan for any Covered Person or Covered Dependent shall not exceed the amount listed in the Schedule of Benefits.

(c) Pre-Existing Conditions

No benefits in excess of \$1,000 shall be paid with respect to Expenses Incurred for a Pre-Existing Condition until the Covered Person or Covered Dependent has completed twelve (12) months from the date coverage commenced under the Plan, except as specifically provided in the Other Available Plan sections.

(d) Maternity Benefits

Expenses Incurred as a result of the pregnancy will be eligible for benefits the same as any other Sickness under the Plan, except that the following provisions shall be applicable:

- (1) a minimum of forty-eight (48) hours of inpatient Hospital care for the mother and newborn child shall be provided following a vaginal delivery; and
- (2) a minimum of ninety-six (96) hours of inpatient Hospital care for the mother and newborn child shall be provided following a delivery by Caesarean section.

A shorter inpatient Hospital stay may be provided if a Physician licensed to practice medicine in all of its branches determines, in accordance with the protocols and guidelines developed by the American College of Obstetricians and Gynecologists or the American Academy of Pediatrics, that the mother and the newborn child meet the appropriate guidelines for a shorter stay, based upon an evaluation of the mother and newborn child and taking into consideration the availability of a post-discharge visit within forty-eight (48) hours following the discharge, with either a Physician in his office or with an R.N., or L.P.N. supervised by an R.N., in the child's home.

A mother and newborn child are considered separate persons for all purposes under the Plan, except that the following services are available for the child even if the

mother is covered under the Plan and there is no dependent coverage in effect at the time of birth to provide benefits under the Plan for the child:

- (A) routine inpatient Hospital nursery charges and inpatient pediatric care; and
- (B) routine inpatient examinations by a Physician other than the Physician who delivered the child or administered anesthesia during delivery; and
- (C) Expenses Incurred for circumcision.

(e) Mental Illness/Substance Abuse

Benefits are only available for treatment of Mental Illness or for Substance Abuse for services provided by or under the direction of a Physician, psychologist, or licensed clinical social worker.

(f) Benefits Obtained from Preferred Provider

The Employer may enter into one or more Preferred Provider Agreements with certain health care service providers from time to time. Those participating providers are designated as Preferred Providers and listed on the Schedule of Benefits. As a result, covered services obtained from Preferred Providers are subject to a reduced Shared Expense limitation as described in the Schedule of Benefits. A complete listing of all Preferred Providers is available free of charge from the Employer and is subject to change at any time.

Medical Benefits

Reasonable and Customary Expenses Incurred on behalf of each Covered Person or Covered Dependent for:

Routine Preventative Care

- (a) Routine physical examinations, immunizations, and vaccines for Covered Dependents under age sixteen (16).
- (b) Routine mammograms, limited as follows:
 - (1) Under age forty (40) with personal or family history of breast cancer, positive genetic testing or other risk factors – at the age and intervals considered medically necessary by the patient's Physician;
 - (2) ages thirty-five (35) through thirty-nine (39) without risk factors – one (1); and
 - (3) ages forty (40) and over – one (1) per calendar year.

- (c) Comprehensive ultrasound screening of entire breast or breasts if a mammogram demonstrates heterogeneous or dense breast tissue, when medically necessary by the patient's Physician.

Inpatient Hospital Services

- (d) Hospital Services:

- (1) regular Room and Board (semi-private room rate);
- (2) confinement in an Intensive Care Unit; and
- (3) Necessary Services and Supplies.

- (e) Skilled Nursing Facility Confinement:

- (1) Room and Board, including any charges made by the facility as a condition of occupancy or on a regular daily or weekly basis such as general nursing services. If private room accommodations are used, benefits available for Room and Board will not exceed the average semi-private rate charged by the facility or a representative cross section of similar institutions in the area;
- (2) Medical services customarily provided by the Skilled Nursing Facility, with the exception of private duty or special nursing services and Physician's fees; and
- (3) Drugs, biologicals, solutions, dressings, and casts furnished for use during the convalescent period, but no other supplies.

A Covered Person or Covered Dependent shall be eligible for benefits under this Subsection only to the extent confinement in a Skilled Nursing Facility:

- (1) is certified by a Physician as essential for recuperation from Sickness or Injury that caused such Hospital Confinement; and
- (2) is not incurred for custodial care.

- (f) Partial Hospitalization Treatment Program: Treatment in a planned therapeutic treatment program of a Hospital or Substance Abuse Treatment Facility in which patients with Mental Illness or Substance Abuse spend days or nights, provided that admission to the program occurs within seventy-two (72) hours of discharge from Hospital Confinement/Admission for which benefits were available under Plan.

Out-Patient Services

- (g) Out-Patient Treatment: Reasonable and Customary Expenses Incurred for the following Out-Patient Treatment:
 - (1) Surgery and related diagnostic service received on the same day as the Surgery, whether as Out-Patient Treatment or in a Physician's office, including Physician's surgical charges;
 - (2) Diagnostic testing related to Surgery or medical care; and
 - (3) Services provided in an Ambulatory Surgical Facility.
- (h) Emergency Room Treatment: Reasonable and Customary Expenses Incurred for initial Emergency Treatment of a Sickness or Injury in a Hospital emergency room or by a Physician.
- (i) Pre-Admission Testing: Reasonable and Customary Expenses Incurred for pre-admission testing which is performed either:
 - (1) at a Hospital on an out-patient basis; or
 - (2) at an out-patient facility if the test results are accepted by the Hospital to which the patient is admitted;

provided that such testing is performed within seven (7) days prior to admission to that Hospital on an in-patient basis for treatment in connection with the Sickness or Injury to which the pre-admission testing relates. No benefits are available pursuant to this subsection if the treatment to which the testing relates is postponed, unless such postponement is Medically Necessary.

Physician Services

- (j) Physician's services for surgical procedures, diagnostic services, Mental Illness, and Substance Abuse treatment.
- (k) Office visits, house calls, or visits to a Hospital or facility by a Physician.
- (l) Oral Surgery, as defined herein, including anesthesia and related charges.
- (m) Anesthetics and their administration by a professional anesthetist or anesthesiologist.
- (n) Special treatments, on an inpatient or outpatient basis, if rendered by a Physician or Hospital:
 - (1) X-ray and radiation therapy treatments;

- (2) Chemotherapy;
- (3) Shock therapy treatments;
- (4) Renal dialysis treatments; or
- (5) Allergy shots and allergy surveys.

Other Covered Services

- (o) Private duty professional nursing services by a Registered Nurse or Licensed Practical Nurse, but only:
 - (1) on an inpatient basis, if the Employer determines that services provided are of such a nature or degree of complexity or quantity that they cannot be or are not usually provided by the regular nursing staff of the Hospital or other facility; or
 - (2) in the home, if the services provided are of such a nature that they cannot be provided by non-professional personnel.
- (p) Physical therapy (whether rendered by a Physician or licensed physical therapist).
- (q) Services of a qualified Physician or qualified speech therapist for restoratory or rehabilitory speech therapy for speech loss or impairment due to Sickness or Injury, or due to a congenital anomaly.
- (r) Services of a Physician or registered occupational therapist for constructive therapeutic activity designed and adapted to promote the restoration of useful physical function.
- (s) Phase I and Phase II cardiac rehabilitation services.
- (t) Local ground transportation provided by a professional ambulance service, to the nearest Hospital, between Hospitals, or between a Hospital and a Skilled Nursing Facility, including air ambulance service, when Medically Necessary.
- (u) Processing and administration of blood or blood components, including the cost of the actual blood or blood components, unless replaced.
- (v) The following medical supplies:
 - (1) prosthetic appliances required to replace all or part of an organ or tissue or the function of an organ or tissue, including adjustment, repair or replacement of such devices where required due to wear

or a change in the patient's condition, but specifically excluding dental appliances or vision appliances other than cataract lenses or standard glasses required promptly after, and because of, cataract surgery;

- (2) durable medical equipment, including such things as internal cardiac valves, internal pacemakers, paraffin baths, bone screws, bolts, nails, plates, wheelchairs, hospital beds, artificial limbs, and other similar devices (rental or purchase, at the option of the Contract Administrator);
 - (3) dressings, sutures, casts, splints, trusses, crutches, braces or other necessary medical supplies with the exception of dental braces or corrective shoes;
 - (4) oxygen and rental equipment for its administration;
 - (5) leg, back, arm and neck braces required due to Sickness or Injury; and
 - (6) charges for drugs which can be obtained only with the written prescription of a Physician, insulin and disposable needles, pursuant to the terms of the drug card program maintained by the Employer with CatalystRx and more fully described in Addendum A. Deductible and copayment expenses paid by a Covered Person or Covered Dependent in accordance with the Schedule of Benefits shall not apply toward satisfaction of any other limitation herein.
- (w) Chiropractic services performed by a chiropractor or Physician, limited to \$1,500 per calendar year.
- (x) Services for voluntary sterilization for Covered Persons or their spouses.
- (y) Routine pap smear test, limited to one (1) per calendar year.
- (z) Routine annual digital examination and prostate specific antigen test for men age forty (40) and over.
- (aa) Routine clinical breast examinations performed by a Physician, physician's assistant, or Registered Nurse, as follows:
- (1) ages twenty (20) through thirty-nine (39) – one (1) every three (3) years; and
 - (2) ages forty (40) and over – one (1) per calendar year.
- (bb) Surveillance tests for ovarian cancer for females who are at risk for ovarian cancer.

- (cc) All colorectal cancer examinations and laboratory tests for colorectal cancer as prescribed by a Physician, in accordance with the published American Cancer Society guidelines on colorectal cancer screening or other existing colorectal cancer screening guidelines issued by nationally recognized professional medical societies or federal government agencies, including the National Cancer Institute, the Centers for Disease Control and Prevention, and the American College of Gastroenterology.
- (dd) Preventative Physical Therapy for multiple sclerosis.
- (ee) Osteoporosis bone mass measurement and the diagnosis and treatment of osteoporosis.
- (ff) Coverage for the human papillomavirus vaccine.
- (gg) Amino acid-based elemental formulas, regardless of delivery method, for the diagnosis and treatment of (i) eosinophilic disorders, and (ii) short bowel syndrome when the prescribing Physician has issued a written order stating that the amino acid-based elemental formula is Medically Necessary.
- (hh) Shingles vaccine for Covered Persons or Covered Dependents age sixty (60) and over.
- (ii) Diagnosis and treatment of autism spectrum disorders, limited to \$36,000 per calendar year (as indexed for inflation).
- (jj) Habilitative Services for children under nineteen (19) years of age with a congenital, genetic, or early acquired disorder so long as all of the following conditions are met:
 - (1) a Physician has diagnosed the child's congenital, genetic, or early acquired disorder; and
 - (2) the treatment is administered by a licensed speech-language pathologist, licensed audiologist, licensed occupational therapist, licensed physical therapist, licensed Physician, licensed nurse, licensed optometrist, licensed nutritionist, licensed social worker, or licensed psychologist upon the referral of a Physician.
- (kk) Out-Patient Self-Management Training and Education, equipment, supplies and foot care for the treatment of Type I diabetes, Type II diabetes, and gestational diabetes mellitus as follows:
 - (1) Covered medical supplies:
 - (A) blood glucose monitors;

- (B) blood glucose monitors for the legally blind;
 - (C) cartridges for the legally blind; and
 - (D) lancets and lancing devices.
- (2) Covered pharmaceuticals and supplies:
- (A) insulin;
 - (B) syringes and needles;
 - (C) test strips for glucose monitors;
 - (D) FDA approval oral agents used to control blood sugar; and
 - (E) glucagon emergency kits.

Notwithstanding the foregoing, any item listed herein that is an eligible expense under any separate prescription drug card benefit maintained by the Employer shall not be considered an eligible expense under this Plan.

(II) Treatment of Mental Illness and Substance Abuse.

(mm) Hospice care for terminally ill persons certified by a Physician as having a life expectancy of less than six (6) months, limited as follows:

- (1) Room and Board;
- (2) necessary services and supplies at a facility or in the home;
- (3) part-time nursing care;
- (4) consultation and case management services by a Physician;
- (5) physical therapy;
- (6) medical supplies and prescription drugs otherwise covered by the Plan; and
- (7) bereavement counseling.

(nn) Home Health Care Expense Benefits, as follows:

- (1) Benefits

Reasonable and Customary Expenses Incurred for services and supplies furnished in the home of the Covered Person or Covered Dependent in

accordance with a Home Health Care Plan for care which begins within three (3) days of a Hospital Confinement/Admission or discharge from a Skilled Nursing Facility.

Expenses covered under this Section include:

- (A) part-time or intermittent nursing care by or under the supervision of a Registered Nurse;
- (B) physical therapy, occupational therapy, respiratory therapy and speech therapy provided by the Home Health Care Agency; and
- (C) medical supplies, drugs and medications prescribed by a Physician, and laboratory services, to the extent such items would have been paid by the Plan if the Covered Person or Covered Dependent had remained in the Hospital or Skilled Nursing Facility.

(2) Limitations

No benefits are payable under this Section for:

- (A) services or supplies not covered by the Home Health Care Plan;
- (B) Services performed by an individual who ordinarily resides in the Covered Person's or Covered Dependent's home or is a member of the Covered Person's or Covered Dependent's immediate family;
- (C) Services of any social worker;
- (D) Expenses Incurred for transportation; or
- (E) Services or supplies rendered during any period in which the Covered Person or Covered Dependent is not under the continuing care of a Physician.

(oo) The following benefits for elective breast reconstruction in connection with a mastectomy:

- (1) reconstruction of the breast on which the mastectomy has been performed;
- (2) Surgery and reconstruction of the other breast to produce a symmetrical appearance; and

- (3) prostheses and physical complications in all stages of mastectomy, including lymphedemas;

in a manner determined in consultation with the attending Physician and the patient.

- (pp) Reasonable and Customary Expenses Incurred for the following named human organ transplants: cornea, kidney, heart, heart/lung, lung, kidney/pancreas, bone marrow, liver, human organ or tissue transplants, subject to the following:

- (1) If both the donor and the recipient are covered by the Plan, each shall have their benefits computed in accordance with the provisions of their own coverage.
- (2) If the recipient is covered by the Plan and the donor has no other source of benefits, benefits for both the donor and the recipient shall be computed in accordance with the provisions governing the recipient's eligibility for benefits under the Plan.
- (3) If the donor is covered by the Plan and no benefits are available to the donor from any other source, benefits shall be provided to the donor under the provisions of the Plan, but no benefits shall be provided to the recipient.

Medical Reimbursement Plan

Employees with other employer sponsored group medical coverage may elect only the Medical Reimbursement Plan unless an exception is approved by the Plan Administrator. The Medical Reimbursement Plan can significantly increase an individual's overall benefits. Deductibles, co-pays and co-insurance under a group medical, drug, or dental plan not sponsored by the Employer or other governmental unit participating in the Plan are covered in full up to a maximum benefit of \$5,000 per individual for Expenses Incurred in a calendar year. If routine exams, office visits, or chiropractic services are not covered at all under the other health plan under any circumstance, then these Reasonable and Customary services will be reimbursed up to the \$5,000 maximum, except that reimbursement for chiropractic services is limited to \$1,500 annually in all cases. Benefits are paid directly to the Covered Person when the Covered Person sends a copy of the other plan's explanation of benefits, or a copy of the prescription receipt showing the co-pay, to the Contract Administrator.

Maxi Plan

If an Employee is not eligible for the Medical Reimbursement Plan, and has other health insurance which is secondary to this Plan may increase total benefits with the Maxi Plan. The Maxi Plan covers the same scope of benefits and the Medical Benefits Section, however, the Maxi Plan does not have a deductible or co-insurance. Benefits for inpatient Hospital charges are \$1,500 per admission, while all other covered services

are payable at one-hundred percent (100%). The Maxi Plan also pays in full for routine physical exams, and the co-pays under a spouse's drug card. If a drug card plan is not available through a spouse, this Plan's drug card plan is available and the copayments will be reimbursed by the Maxi Plan.

Special Enrollment Considerations

Individuals with other employer sponsored group medical coverage may elect only the Medical Reimbursement Plan or Maxi Plan. Any exceptions must be approved by the Plan. However, if an individual loses other group medical coverage, he may immediately switch to single or family coverage without providing evidence of good health. An individual may not be covered under more than subplan hereunder. An Employee may not be covered under a different subplan than his or her dependents without approval by the Plan. If the Plan Administrator determines in its sole discretion that an individual has another health care plan coverage with eligibility, coordination of benefits, exclusion or other language that is not compatible with this Plan: the coverage under this Plan will be terminated. Any retroactive termination must be approved by the County Administrator or the Board Chairman.

Dental and Vision Benefits

(a) Dental Benefits

Dental services covered by the Plan are broken into the following three (3) separate classes and are paid at the designated percentages of Reasonable and Customary Expenses Incurred:

Preventive/Dental Services	100%
Primary Dental Services	80%
Major Services	50%
Orthodontic Services	50%

(1) Preventative/Basic Dental Services

- (a) routine oral examinations, limited to two (2) per calendar year;
- (b) routine prophylaxis (cleaning, scaling and polishing) by a dentist or dental hygienist, limited to two (2) per calendar year;
- (c) fluoride treatment (limited to age 19) per calendar year;
- (d) bitewing x-rays, limited to twice per calendar year;

- (e) full-mouth x-rays, limited to once in a twenty-four (24) month period; and
 - (f) emergency exams and treatment to relieve pain, including drugs;
- (2) Primary Dental Services
- (a) fillings (deciduous and permanent);
 - (b) endodontics including pulpotomy;
 - (c) extractions;
 - (d) periodontics;
 - (e) local anesthetics;
 - (f) denture repair, relining, recementing inlays, onlays and crowns; and
 - (g) pulp capping and root canal therapy.
- (3) Major Services
- (a) gold foil restorations;
 - (b) inlays and onlays;
 - (c) crowns or crown build-ups;
 - (d) dentures, full and partial; and
 - (e) bridges, fixed and removable.
- (4) Orthodontic Services

Dental services for orthodontic treatment.

Dental expenses will not be reimbursed for:

- (1) Dental work of a cosmetic nature, including altering or extracting and replacing sound teeth to change appearance;
- (2) Implants or bridges involving implants;
- (3) Lost or misplaced Dentures and other prosthetic devices; or

- (4) The placement of crowns, inlays, bridges or dentures, or the relining of dentures more than once in a consecutive five year period for the same teeth or missing teeth.

(b) Vision Benefits

Vision care benefits are \$300 combined for exams, frames, lenses and contact lenses per Covered Person, for Expenses Incurred during each two (2) year period commencing on December 1 of each even numbered year. The date of possession of frames, lenses, or contact lenses will be the date the expense is incurred.

CLAIM PROVISIONS

Annual Information Statement

An annual information statement must be completed each year by the Covered Person and properly signed as required by the Employer. The completed form must be submitted to the Contract Administrator. The procedures outlined below must be followed by Covered Persons and Covered Dependents ("claimants") to obtain payment of benefits under the Plan.

Benefit Claims

(a) Discretion of Plan Administrator

All claims must be filed with the Contract Administrator or other appropriate entity as directed by the Plan Administrator. The Plan Administrator shall be ultimately and finally responsible for adjudicating such claims and for providing full and fair review of the decision on such claims in accordance with the following provisions and with applicable law. Benefits under the Plan will be paid only if the Plan Administrator decides in its discretion that the claimant is entitled to them. The responsibility to process claims in accordance with the Plan is delegated to the Contract Administrator or other appropriate entity as directed by the Plan Administrator, provided, however, that the Contract Administrator or other appropriate entity, is not a fiduciary of the Plan and does not have the authority to make decisions involving the use of discretion.

Each claimant claiming benefits under the Plan shall be responsible for supplying, at such times and in such manner as the Plan Administrator in its sole discretion may require, written proof that the expenses were incurred or that the benefit is covered under the Plan. If the Plan Administrator in its sole discretion shall determine that the claimant has not incurred a covered expense or that the benefit is not covered under the Plan, or if the claimant shall fail to furnish such proof as is requested, no benefits shall be payable under the Plan.

(b) When Claims Must Be Filed

Claims must be filed with the Contract Administrator within one (1) year of the date charges for the service were incurred. Benefits are based upon the Plan's provisions at the time the charges were incurred. Charges are considered incurred when treatment or care is given or supplies are provided. **Claims filed later than that date will be denied.**

A Pre-Service Claim is considered to be filed when the request for approval of treatment or services is made and received by the Contract Administrator in accordance with the Plan's procedures. However, a Post-Service Claim is considered to be filed when the following information is received by the Contract Administrator, together with a Form HCFA or Form UB92 or other approved standardized method:

- (1) The date of service;
- (2) The name, address, telephone number, and tax identification number of the provider of the services or supplies;
- (3) The place where the services were rendered;
- (4) The diagnosis and procedure codes;
- (5) The amount of charges;
- (6) The name of the Covered Person; and
- (7) The name of the patient.

Upon receipt of this information, the claim will be deemed to be filed with the Plan. The Contract Administrator will determine if enough information has been submitted to enable proper consideration of the claim. If not, more information may be requested as provided herein. This additional information must be received by the Contract Administrator within forty-five (45) days from receipt by the claimant of the request for additional information. **Failure to do so may result in claims being denied or reduced.**

(c) Timing of Claim Decisions

The Contract Administrator or Plan Administrator shall notify the claimant, in accordance with the provisions set forth below, of any adverse benefit determination (and, in the case of Pre-Service Claims, of decisions that a claim is payable in full) within the following timeframes:

- (1) Pre-Service Claims
 - (A) If the claimant has provided all of the information needed to process the claim, in a reasonable period of time appropriate to the medical circumstances, but not later than fifteen (15)

days after receipt of the claim, unless an extension has been requested, then prior to the end of the fifteen (15) day extension period.

- (B) If the claimant has not provided all of the information needed to process the claim, then the claimant will be notified as to what specific information is needed as soon as possible, but not later than five (5) days after receipt of the claim. The claimant will be notified of a determination of benefits in a reasonable period of time appropriate to the medical circumstances, either prior to the end of the extension period (if additional information was requested during the initial processing period), or by the date agreed to by the Contract Administrator or Plan Administrator and the claimant (if additional information was requested during the extension period).

(2) Post-Service Claims

- (A) If the claimant has provided all of the information needed to process the claim, in a reasonable period of time, but not later than thirty (30) days after receipt of the claim, unless an extension has been requested, then prior to the end of the fifteen (15) day extension period.
- (B) If the claimant has not provided all of the information needed to process the claim and additional information is requested during the initial processing period, then the claimant will be notified of a determination of benefits prior to the end of the extension period, unless additional information is requested during the extension period, then the claimant will be notified of the determination by a date agreed to by the Contract Administrator or Plan Administrator and the claimant.

(3) Extensions – Pre-Service Claims

This period may be extended by the Plan for up to fifteen (15) days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the claimant, prior to the expiration of the initial fifteen (15) day processing period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision.

(4) Extensions – Post-Service Claims

This period may be extended by the Plan for up to fifteen (15) days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and

notifies the claimant, prior to the expiration of the initial thirty (30) day processing period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision.

(5) Calculating Time Periods

The period of time within which a benefit determination is required to be made shall begin at the time a claim is deemed to be filed in accordance with the procedures of the Plan.

(d) Notification of an Adverse Benefit Determination

The Contract Administrator or Plan Administrator shall provide a claimant with a notice, either in writing or electronically, containing the following information:

- (1) A reference to the specific portion(s) of the Plan upon which a denial is based;
- (2) Specific reason(s) for a denial;
- (3) A description of any additional information necessary for the claimant to perfect the claim and an explanation of why such information is necessary;
- (4) A description of the Plan's review procedures and the time limits applicable to the procedures;
- (5) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claim for benefits;
- (6) The identity of any medical or vocational experts consulted in connection with a claim, even if the Plan did not rely upon their advice (or a statement that the identity of the expert will be provided, upon request);
- (7) Any rule, guideline, protocol, or similar criterion that was relied upon in making the determination (or a statement that it was relied upon and that a copy will be provided to the claimant, free of charge, upon request); and
- (8) In the case of denials based upon a medical judgment (such as whether the treatment is Medically Necessary or experimental treatment), either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided to the claimant, free of charge, upon request.

Appeal of Adverse Benefit Determinations

In cases where a claim for benefits is denied, in whole or in part, and the claimant believes the claim has been denied wrongly, the claimant may appeal the denial and review pertinent documents. The claims procedures of this Plan provide a claimant with a reasonable opportunity for a full and fair review of a claim and adverse benefit determination. More specifically, the Plan provides:

- (a) Claimants have at least one hundred eighty (180) days following receipt of a notification of an initial adverse benefit determination within which to appeal the determination and sixty (60) days to appeal a second adverse benefit determination;
- (b) Claimants have the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits;
- (c) For a review that does not afford deference to the previous adverse benefit determination and that is conducted by an appropriate named fiduciary of the Plan, who shall be neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual;
- (d) For a review that takes into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in any prior benefit determination;
- (e) That, in deciding an appeal of any adverse benefit determination that is based in whole or in part upon a medical judgment, the Plan fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment, who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual;
- (f) For the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claim, even if the Plan did not rely upon their advice; and
- (g) That a claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits in possession of the Plan Administrator or the Contract Administrator; information regarding any voluntary appeals procedures offered by the Plan; any internal rule, guideline, protocol or other similar criterion relied upon in making the adverse determination; and an explanation of the scientific or clinical

judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances.

First Appeal Level

(a) Requirements for First Appeal

The claimant must file the first appeal in writing within one hundred eighty (180) days following receipt of the notice of an adverse benefit determination. To file an appeal in writing, the claimant's appeal must be addressed as follows and mailed to: Appeals, P. O. Box 284, Peoria, IL 61650-0284.

It shall be the responsibility of the claimant to submit proof that the claim for benefits is covered and payable under the provisions of the Plan. Any appeal must include:

- (1) The name of the Employee/claimant;
- (2) The Employee/claimant's social security number;
- (3) The group name or identification number;
- (4) All facts and theories supporting the claim for benefits. **Failure to include any theories or facts in the appeal will result in their being deemed waived. In other words, the claimant will lose the right to raise factual arguments and theories which support this claim if the claimant fails to include them in the appeal;**
- (5) A statement in clear and concise terms of the reason or reasons for disagreement with the handling of the claim; and
- (6) Any material or information that the claimant has which indicates that the claimant is entitled to benefits under the Plan.

If the claimant provides all of the required information, it may be that the expenses will be eligible for payment under the Plan.

(b) Timing of Notification of Benefit Determination on First Appeal

The Plan Administrator shall notify the claimant of the Plan's benefit determination on review within the following timeframes:

- (1) For Pre-Service Claims, within a reasonable period of time appropriate to the medical circumstances, but not later than fifteen (15) days after receipt of the appeal.

- (2) For Post-Service Claims, within a reasonable period of time, but not later than thirty (30) days after receipt of the appeal.
- (3) The period of time within which the Plan's determination is required to be made shall begin at the time an appeal is filed in accordance with the procedures of this Plan, without regard to whether all information necessary to make the determination accompanies the filing.

(c) Manner and Content of Notification of Adverse Benefit Determination on First Appeal

The Plan Administrator shall provide a claimant with notification, in writing or electronically, of a Plan's adverse benefit determination on review, setting forth:

- (1) The specific reason or reasons for the denial;
- (2) Reference to the specific portion(s) of the Plan on which the denial is based;
- (3) The identity of any medical or vocational experts consulted in connection with the claim, even if the Plan did not rely upon their advice;
- (4) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits;
- (5) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided free of charge to the claimant upon request;
- (6) If the adverse benefit determination is based upon a medical judgment, a statement that an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, will be provided free of charge upon request;
- (7) A description of any additional information necessary for the claimant to perfect the claim and an explanation of why such information is necessary;
- (8) A description of the Plan's review procedures and the time limits applicable to the procedures.

(d) Furnishing Documents in the Event of an Adverse Determination

In the case of an adverse benefit determination on review, the Plan Administrator shall provide such access to, and copies of, documents, records, and other information described in subsections (3) through (6) of section I relating to "Manner and Content of Notification of Adverse Benefit Determination on First Appeal" as appropriate.

Second Appeal Level

(a) Adverse Decision on First Appeal; Requirements for Second Appeal

Upon receipt of notice of the Plan's adverse decision regarding the first appeal, the claimant has sixty (60) days to file a second appeal of the denial of benefits. The claimant again is entitled to a "full and fair review" of any denial made at the first appeal, which means the claimant has the same rights during the second appeal as he or she had during the first appeal. As with the first appeal, the claimant's second appeal must be in writing and must include all of the items set forth in the section entitled "Requirements for First Appeal."

(b) Timing of Notification of Benefit Determination on Second Appeal

The Plan Administrator shall notify the claimant of the Plan's benefit determination on review within the following timeframes:

- (1) For Pre-Service Claims within a reasonable period of time appropriate to the medical circumstances, but not later than fifteen (15) days after receipt of the second appeal.
- (2) For Post-Service Claims within a reasonable period of time, but not later than thirty (30) days after receipt of the second appeal.
- (3) The period of time within which the Plan's determination is required to be made shall begin at the time the second appeal is filed in accordance with the procedures of this Plan, without regard to whether all information necessary to make the determination accompanies the filing.

(c) Manner and Content of Notification of Adverse Benefit Determination on Second Appeal

The same information must be included in the Plan's response to a second appeal as a first appeal, except for (i) a description of any additional information necessary for the claimant to perfect the claim and an explanation of why such information is needed; and (ii) a description of the Plan's review procedures and the time limits applicable to the procedures. See the section entitled "Manner and Content of Notification of Adverse Benefit Determination on First Appeal."

(d) Furnishing Documents in the Event of an Adverse Determination

In the case of an adverse benefit determination on the second appeal, the Plan Administrator shall provide such access to, and copies of, documents, records, and other information described in subsections (3) through (6) of the section relating to "Manner and Content of Notification of Adverse Benefit Determination on First Appeal" as is appropriate.

(e) Decision on Second Appeal to be Final

If, for any reason, the claimant does not receive a written response to the appeal within the appropriate time period set forth above, the claimant may assume that the appeal has been denied. The decision by the Plan Administrator or other appropriate named fiduciary of the Plan on review will be final, binding and conclusive and will be afforded the maximum deference permitted by law. **All claim review procedures provided for in the Plan must be exhausted before any legal action is brought. Any legal action for the recovery of any benefits must be commenced within one (1) year after the Plan's claim review procedures have been exhausted.**

Appointment of Authorized Representative

A claimant is permitted to appoint an authorized representative to act on his behalf with respect to a benefit claim or appeal of a denial. An assignment of benefits by a claimant to a provider will not constitute appointment of that provider as an authorized representative. To appoint such a representative, the claimant must complete a form which can be obtained from the Plan Administrator or the Contract Administrator. In the event a claimant designates an authorized representative, all future communications from the Plan will be with the representative, rather than the claimant, unless the claimant directs the Plan Administrator, in writing, to the contrary.

Facility of Payment

If a Covered Person or Covered Dependent dies while benefits provided for Hospital, nursing, medical or surgical services remain unpaid, the Contract Administrator may, at its option, make direct payments to the individual or institution on whose charges claim is based or to the surviving spouse of the Covered Person, or if none, to his surviving child or children (including legally adopted child or children) share and share alike, or if none, to the executors or administrators of the Covered Person's or Covered Dependent's estate.

Minor or Incompetency

If a Covered Person or Covered Dependent is a minor or, in the opinion of the Contract Administrator, not competent to give a valid receipt for payment of any benefit due him under the Plan and if no request for payment has been received by the Contract Administrator from a duly appointed guardian or other legally appointed representative of that person, the Contract Administrator may, at its option, make direct payment to the individual or institution appearing to the Contract Administrator to have assumed the custody or the principal support of that person.

Discharge

Any payment by the Contract Administrator in accordance with these provisions will discharge the Employer and the Contract Administrator from all further liability to the extent of the payment made.

Time Limitations

If any time limitations provided in the Plan for giving notice of claims, furnishing proof of loss, or for bringing any action at law or in equity is less than that permitted by the applicable law, then the time limitation provided in the Plan is hereby extended to agree with the minimum permitted by the applicable law.

Claims Mistakenly Paid

The Contract Administrator shall have the right to recover any payment of claims which have been mistakenly paid on behalf of a claimant. This includes the right to recover benefits paid on the basis of claims filed which were fraudulently or intentionally misstated by the claimant. The claimant will be notified in writing and given an opportunity for review in accordance with the claims procedures herein. A payment by the Contract Administrator in accordance with the Plan is not an admission by the Employer or Contract Administrator that the Expenses Incurred with respect to which a claim for benefits is filed are eligible for benefits under this Plan.

ADMINISTRATION

Assignment

Benefits under this Plan may be assigned to a provider upon written authorization of the Covered Person or Covered Dependent.

Withholding of Benefit Payments

In the event any question or dispute shall arise as to the proper person or persons to whom any payments shall be made hereunder, the Employer may direct the Contract Administrator to withhold such payment until there shall have been made an adjudication of such question or dispute which in the Employer's sole judgment is satisfactory to it, or until the Employer and Contract Administrator shall have been fully protected against loss by means of such indemnification agreement or bond as it determines to be adequate.

Medical Examination

The Contract Administrator shall have the right, through a Physician of its choice, to examine an Employee or Eligible Dependent as often as may be reasonable during the pendency of a claim hereunder, and the right and opportunity to make an autopsy in case of death where it is not forbidden by law.

The Contract Administrator shall be entitled to receive any and all reports regarding such examinations or autopsies.

Right to Receive and Release Information

The Contract Administrator, pursuant to the reasonable exercise of its discretion or incident thereto, may release to, or obtain from any other company, organization or person, without consent of or notice to any person, any information regarding any person which the Plan Administrator or Contract Administrator deems necessary to carry out the provisions of the Plan, or to determine how, or if, they apply. To the extent that this information is protected health information as described in 45 C.F.R. 164.500, *et seq.*, or other applicable law, the Plan Administrator or Contract Administrator may only use or disclose such information for treatment, payment or health care operations as allowed by such applicable law. Any claimant under the Plan shall furnish to the Contract Administrator such information as may be necessary to carry out this provision.

The only employees or other persons under the direct control of the Plan Sponsor who are allowed access to the protected health information of other individuals are those employees or persons with direct responsibility for the control and operation of the Plan and only to the extent necessary to perform the duties as Plan Administrator as determined pursuant to the reasonable exercise of discretion of the Plan Administrator.

In addition, the Plan Sponsor hereby certifies and agrees that it will:

- (a) Not use or further disclose the information other than as permitted or required by the Plan or as required by law;
- (b) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Plan;
- (c) Ensure that any agents, including a subcontractor, to whom it provides protected health information received from the Plan agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such information;
- (d) Not use or disclose the information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor;
- (e) Report to the appropriate representative of the Plan Administrator any use or disclosure of the information that is inconsistent with the uses or disclosures provided for of which it becomes aware;

- (f) Make available protected health information in accordance with 45 C.F.R. 164.524;
- (g) Make health information for amendment and incorporate any amendments to protected health information in accordance with 45 C.F.R. 164.526;
- (h) Make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528;
- (i) Make its internal practices, books, and records relating to the use and disclosure of protected health information received from the Plan available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with the privacy requirements of 45 C.F.R. 164.500, *et seq.*;
- (j) If feasible, return or destroy all protected health information received from the Plan that the Plan Sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- (k) Ensure that the adequate separation between the Plan and the Plan Sponsor is established and maintained pursuant to 45 C.F.R. 164.504(f)(2)(iii) and is supported by reasonable and appropriate security measures.

The use of protected health information by the Plan shall be in accordance with the privacy rules established by 45 C.F.R. 164.500, *et seq.* Any issues of noncompliance with the provisions of this Section shall be resolved by the privacy officer of the Plan Administrator.

Facility of Reimbursement

If payments which should have been made under this Plan have been made under any other plan or plans, the Contract Administrator may, at its sole discretion, pay to any organization making such other payments any amounts which it determines will satisfy the intent of the Plan. Amounts so paid shall be deemed benefits paid under this Plan and, to the extent of such payments, the Employer and Contract Administrator shall be fully discharged from liability under this Plan.

Right to Recovery

If the total payments made by the Contract Administrator as to any expenses at any time are more than the maximum payment then necessary to satisfy the intent of the Plan, the Contract Administrator shall have the right to recover the extra amount of such payments from one or more of the following, as the Contract Administrator will

determine: any person to, or for, or with respect to whom such payments were made, any other insurance companies, and any other organizations.

Subrogation and Reimbursement

(a) Payment Conditions

- (1) The Plan, in its sole discretion, may elect, but is not required, to conditionally advance payment or extended credit of medical benefits in those situations where a Sickness, Injury, or disability is caused in whole or in part by, or results from, the acts or omissions of a third party, or from the acts or omissions of a Covered Person or Covered Dependent (including such Covered Person or Covered Dependent's beneficiaries, heirs, or assigns), where other funds are available, including but not limited to, no-fault, uninsured motorist, underinsured motorist, medical payment provisions or other insurance policies or funds ("Coverage").
- (2) The Covered Person or Covered Dependent, his or her attorney, and/or legal guardian of a minor or incapacitated individual agrees that acceptance of the Plan's payment of medical benefits is constructive notice of this provision in its entirety and agrees to maintain one hundred percent (100%) of the Plan's conditional payment of benefits or the full extent of payment from any one or combination of first and third party sources in trust and without disruption except for reimbursement to the Plan or its assignee. By accepting benefits under the Plan, the Covered Person or Covered Dependent agrees that the Plan shall have an equitable lien on any funds received by the Covered Person or Covered Dependent or such person's attorney, if any, from any source and shall be held in trust until such time as the obligations under this provision are fully satisfied. The Covered Person and Covered Dependent agree to include the Plan's name as co-payee on any and all settlement drafts.
- (3) In the event a Covered Person or Covered Dependent settles, recovers or is reimbursed by any Coverage, the Covered Person or Covered Dependent agrees to reimburse the Plan for all benefits paid or that will be paid as a result of said Sickness, Injury, or disability on behalf of the Covered Person and Covered Dependent. If the Covered Person or Covered Dependent fails to reimburse the Plan out of any judgment or settlement received, the Covered Person or Covered Dependent will be responsible for any and all expenses (whether fees or costs) associated with the Plan's attempt to recover such money.

(b) Subrogation

- (1) As a condition to participating in and receiving benefits under this Plan, the Covered Person or Covered Dependent agrees to assign to the Plan the right to subrogate and pursue any and all claims, causes of action or rights that may arise against any person, corporation and/or entity and to any Coverage to which the Covered Person or Covered Dependent is entitled, regardless of how classified or characterized, at the Plan's discretion.
- (2) If a Covered Person or Covered Dependent receives or becomes entitled to receive benefits, an automatic equitable lien attaches in favor of the Plan to any claim, which any Covered Person or Covered Dependent may have against any party causing the Sickness, Injury, or disability to the extent of such conditional payment by the Plan plus reasonable costs of collection.
- (3) The Plan may, at its discretion, in its own name or in the name of the Covered Person or Covered Dependent or their personal representative commence a proceeding or pursue a claim against any party or Coverage for the recovery of all damages to the full extent of the value of any such benefits or conditional payments advanced by the Plan.
- (4) If the Covered Person or Covered Dependent fails to make a claim against or pursue damages against:
 - (A) the responsible party, its insurer or any other source on behalf of that party;
 - (B) any first party insurance through medical payment coverage, personal injury protection, no-fault coverage, uninsured or underinsured motorist coverage;
 - (C) any policy or contract of insurance from any insurance company or guarantor of a third party;
 - (D) workers' compensation or other liability insurance company; or
 - (E) any other source, including but not limited to crime victim restitution funds, any medical, disability or other benefit payments, and no-fault or school insurance coverages;

then the Covered Person or Covered Dependent authorizes the Plan to pursue, sue, compromise and/or settle any such claims in their name and/or the Plan's name and agrees to fully cooperate with the Plan in the prosecution of such claims. The Covered

Person or Covered Dependent, or his or her guardian or the estate of a Covered Person or Covered Dependent, assigns all rights to the Plan or its assignee to pursue a claim and the recovery of all expenses from any and all sources listed above.

(c) Right of Reimbursement

- (1) The Plan shall be entitled to recover 100% of the benefits paid, without deduction for attorneys' fees and costs, or application of the common fund doctrine, make whole doctrine, or any other similar legal theory, and without regard to whether the covered person is fully compensated by his/her recovery from all sources. The Plan shall have an equitable lien which supercedes all common law or statutory rules, doctrines, and laws of any state prohibiting assignment of rights which interferes with or compromises in any way the Plan's equitable lien and right to reimbursement. The obligation to reimburse the Plan in full exists regardless of how the judgment or settlement is classified and whether or not the judgment or settlement specifically designates the recovery or a portion of it as including medical, disability or other expenses. The obligation exists regardless of how classified or characterized. If the covered person's recovery is less than the benefits paid, then the Plan is entitled to be paid all of the recovery achieved.
- (2) No court costs, expert's fees, attorney's fees, filing fees or other costs or expenses of a litigation nature may be deducted from the Plan's recovery without the prior written consent of the Plan.
- (3) The Plan's right of subrogation and reimbursement will not be reduced or affected as a result of any fault or claim on the part of the Covered Person or Covered Dependent, whether under the doctrines of causation, comparative fault or contributory negligence, or any other similar doctrine in law. Accordingly, any lien reduction statutes which attempt to apply such laws and reduce a subrogating Plan's recovery will not be applicable to the Plan and will not reduce the Plan's reimbursement rights.
- (4) These rights of subrogation and reimbursement shall apply without regard to whether any separate written acknowledgment of these rights is required by the Plan and signed by the Covered Person or Covered Dependent.
- (5) This provision shall not limit any other remedies of the Plan provided by law. These rights of subrogation and reimbursement shall apply without regard to the location of the event that led to or caused the applicable Sickness, Injury, or disability.

(d) Excess Insurance

- (1) If at the time of Sickness, Injury, or disability, there is available, or potentially available (based on information known or provided to the Plan, to the Covered Person or Covered Dependent) any Coverage (including but not limited to Coverage resulting from a judgment at law or settlements) the benefits under this Plan shall apply only as an excess over such other sources of Coverage. The Plan's benefits shall be excess to:
 - (A) the responsible party, its insurer, or any other source on behalf of that party;
 - (B) any first party insurance through medical payment coverage, personal injury protection, no-fault coverage, uninsured or underinsured motorist coverage;
 - (C) any policy of insurance from any insurance company or guarantor of a third party;
 - (D) workers' compensation or other liability insurance company; or
 - (E) any other source, including but not limited to crime victim restitution funds, any medical, disability or other benefit payments, and school insurance coverages.

(e) Separation of Funds

Benefits paid by the Plan, funds recovered by the Covered Person or Covered Dependent, and funds held in trust over which the Plan has an equitable lien exist separately from the property and estate of the Covered Person and Covered Dependent, such that the death of the Covered Person or Covered Dependent, or filing of bankruptcy by the Covered Person or Covered Dependent, will not affect the Plan's equitable lien, the funds over which the Plan has a lien, or the Plan's right to subrogation and reimbursement.

(f) Wrongful Death Claims

In the event that the Covered Person or Covered Dependent dies as a result of his or her injuries and a wrongful death or survivor claim is asserted against a third party or any Coverage, the Plan's subrogation and reimbursement rights still apply.

(g) Obligations

- (1) It is the Covered Person's or Covered Dependent's obligation at all times, both prior to and after payment of medical benefits by the Plan:

- (A) to cooperate with the Plan, or any representatives of the Plan, in protecting its rights, including discovery, attending depositions, and/or attending or cooperating in trial in order to preserve the Plan's rights;
- (B) to provide the Plan with pertinent information regarding the Sickness, Injury, or disability, including accident reports, settlement information and any other requested additional information;
- (C) to take such action and execute such documents as the Plan may require to facilitate enforcement of its rights;
- (D) to do nothing to prejudice the Plan's rights;
- (E) to promptly reimburse the Plan when a recovery through settlement, judgment, award, or other payment is received; and
- (F) to not settle or release, without the prior consent of the Plan, any claim that the Covered Person or Covered Dependent may have against any responsible party or Coverage.

- (2) If the Covered Person or Covered Dependent and/or his attorney fails to reimburse the Plan for all benefits paid or to be paid, as a result of said Sickness, Injury, or disability, out of any proceeds, judgment or settlement received, the Covered Person or Covered Dependent will be responsible for any and all expenses (whether fees or costs) associated with the Plan's attempt to recover such money from the Covered Person or Covered Dependent.

(h) Offset

Failure by the Covered Person or Covered Dependent and/or his attorney to comply with any of these requirements may, at the Plan's discretion, result in a forfeiture of payment by the Plan of medical benefits and any funds or payments due under the Plan on behalf of the Covered Person or Covered Dependent may be withheld until the Covered Person or Covered Dependent satisfies this obligation.

(i) Minor Status

- (1) In the event the Covered Person or Covered Dependent is a minor as that term is defined by applicable law, the minor's parents or court-appointed guardian, shall cooperate in any and all actions by the Plan to seek and obtain any requisite court approval in order to bind the minor and his or her estate insofar as these subrogation and reimbursement provisions are concerned.

- (2) If the minor's parents or court-appointed guardian fail or refuse to take such action, the Plan shall have no obligation to advance payment of medical benefits on behalf of the minor. Any court costs or legal fees associated with obtaining such approval shall be paid by the minor's parents or court-appointed guardian.

(j) Language Interpretation

The Plan Administrator retains sole, full and final discretionary authority to construe and interpret the language of this provision, to determine all questions of fact and law arising under this provision and to administer the Plan's subrogation/reimbursement rights.

(k) Severability

In the event that any subsection of this provision is considered invalid or illegal for any reason, said invalidity or illegality shall not affect the remaining subsections of this provision and Plan. The subsection shall be fully severable. The Plan shall be construed and enforced as if such invalid or illegal subsections had never been inserted in the Plan.

Coordination of Benefits

In addition to benefits payable under this Plan, a Covered Person or Covered Dependent may be entitled to benefits from other plans, payable on account of the same Sickness or Injury. The other plans are those which provide benefits or services for or by reason of medical or dental care or treatment, when such benefits or services are provided on a group basis, whether insured or not, by any government or tax-supported program (including Medicare) or any similar plan or program.

This provision is applicable when the total benefits that would be payable in the absence of any coordination of benefits provision under this Plan and under all plans covering an individual exceed the total Expenses Incurred.

One of the two or more plans involved is the Primary Plan and the other plans are Secondary Plans. The Primary Plan pays benefits first and without consideration of the other plans. The Secondary Plans then make up the difference up to the total allowable Expenses Incurred. No plan will pay more than it would have paid without this special provision.

The following rules apply to determine which plan is Primary and which plan is Secondary:

- (a) If one plan has no coordination of benefits provision, it is automatically Primary.
- (b) A plan will be Primary if it covers the individual as an Employee and Secondary if it covers the individual as a Dependent.

- (c) If an individual is covered as a Dependent under two or more plans, the plan which covers the individual as a Dependent of the person whose birthday falls earlier in the year is Primary. If both individuals share the same date of birth, the plan covering the individual for the longer period of time is Primary.
- (d) In the case of children of divorced parents, in the absence of court-determined responsibility, the plan covering the parent with custody is Primary. If the parent without custody has court-determined responsibility, but does not have health benefits available for children, then the plan covering the parent with custody is Primary.
- (e) A plan will be Primary if it covers the individual as an Employee and Secondary if it covers the individual (i) as a former Employee, (ii) as a retiree, or (iii) as an individual who has elected to continue benefits under the Plan pursuant to the Continuation of Benefits Sections herein.
- (f) If none of the above rules apply, a plan will be Primary if it has covered the individual for the longer period of time and Secondary if it has covered the individual for the shorter period of time.

Notwithstanding any provision herein to the contrary, if a Covered Person or Covered Dependent is eligible for Medicare, benefits otherwise payable on behalf of that Covered Person or Covered Dependent shall be reduced by the amount of benefits available from Medicare, regardless of whether such benefits are actually received from Medicare.

Information necessary to the administration of this Section will be required at the time a claim is submitted.

Coordination with Medicare and Medicaid

- (a) Medicare

This Plan will be considered the Primary Plan for Covered Persons who are current Employees and their Covered Dependents who are nevertheless eligible for Medicare benefits if (i) such Covered Persons or Covered Dependents are age sixty-five (65) or older and their Employer employs twenty (20) or more Employees, or (ii) such Covered Persons or Covered Dependents are disabled and any Employer under this Plan employs one hundred (100) or more Employees. Except to the extent required by law for end stage renal disease, Medicare shall be considered the Primary Plan for all other Covered Persons who become eligible for Medicare and their Covered Dependents, unless the Covered Person on behalf of himself and his Covered Dependents reject coverage under this Plan. In the event of an election to terminate coverage, benefits will no longer be available under this Plan as either a Primary Plan or a Secondary Plan.

(b) Medicaid

Payment for Expenses Incurred with respect to a Covered Person or Covered Dependent under the Plan will be made in accordance with any assignment of rights made by or on behalf of such Covered Person or Covered Dependent as required by a State plan for medical assistance approved under Title XIX of the Social Security Act pursuant to Section 1912(a)(1)(A) of such Act. In enrolling or in determining or making any payments for Expenses Incurred of a Covered Person or Covered Dependent, the fact that the Covered Person or Covered Dependent is eligible for or is provided medical assistance under a State plan for medical assistance approved under Title XIX of the Social Security Act will not be taken into account. To the extent that payment has been made under a State plan for medical assistance approved under Title XIX of the Social Security Act when the Plan has a legal liability to make payment for the Expenses Incurred constituting such assistance, payment for the Expenses Incurred under this Plan will be made in accordance with any State law which provides that the State has acquired the rights with respect to a Covered Person or Covered Dependent to such payment for such Expenses Incurred.

Case Management

In the case where the patient's condition is expected to be or is of a serious nature, the Employer or Contract Administrator, pursuant to the reasonable exercise of its discretion, may arrange for review and/or case management services from a professional qualified to perform such services. Upon the advice of such professional, the Contract Administrator shall have the right to alter or waive the normal provisions of this Plan when it is reasonable to expect a cost effective result can be achieved without a sacrifice to quality of patient care.

Qualified Medical Child Support Order

The Plan shall comply with the terms of a Qualified Medical Child Support Order ("QMCSO"), directing the Plan to provide benefits to one or more alternate recipients, pursuant to the procedure set forth below:

- (a) An order which purports to be a QMCSO must be served on the Contract Administrator.
- (b) The Contract Administrator shall, within twenty (20) days of its receipt of the order, make a preliminary determination as to whether or not the order satisfies the requirements to be a QMCSO. In order to satisfy those requirements, an order must contain at least the following information:
 - (1) a clause which creates or recognizes the existence of a dependent's right to receive benefits under the Plan;
 - (2) the name and last known mailing address of the Covered Person with respect to whom the order is issued and each dependent covered by the order;

- (3) a reasonable description of the type of coverage to be provided by the Plan to each dependent;
 - (4) the time period to which the order applies; and
 - (5) the order does not require the Plan to provide any type or form of benefit not otherwise provided under the Plan.
- (c) An order which, in the judgment of the Contract Administrator, does not meet the requirements of a QMCSO shall be returned to legal counsel who prepared the order for revision. Revised orders which are resubmitted shall be considered new orders and shall be reviewed in accordance with the procedures set forth in this Section.
 - (d) When the Contract Administrator makes a preliminary determination that an order satisfies the requirements of a QMCSO, it shall forward the order to the Employer for review. The Employer shall make the final determination of the status of the order.
 - (e) The Contract Administrator shall notify all parties involved, including a designated representative of the Covered Dependent, of the Employer's decision and of the respective parties' entitlement to benefits.

Reimbursement of benefit payments under the Plan pursuant to a QMCSO may be made to the Covered Dependent or the Covered Dependent's custodial parent.

Termination of Coverage

- (a) Termination of Covered Person Coverage:

The coverage of any Covered Person with respect to himself shall automatically cease, except as provided in any extension of benefits or continuation of benefits provision, upon the earliest of:

- (1) The date the Plan is terminated, or with respect to a specific benefit, the date the specific benefit is terminated;
- (2) The date the Covered Person ceased to be in a class of employees eligible for coverage;
- (3) The date beginning the period for which the Covered Person has failed to make any required contribution for coverage;
- (4) The last day of the month during which the Covered Person's employment with the Employer terminates;
- (5) The date the Covered Person voluntarily terminates coverage;

- (6) The date the Employer discovers an omission or misstatement has occurred when applying for coverage or benefits under the Plan; or
 - (7) The date of the Covered Person's death;
- (b) Termination of Covered Dependent Coverage:

The coverage of any Covered Dependent shall automatically cease, except as provided in any extension of benefits or continuation of benefits provision, upon the earliest of:

- (1) The date coverage terminates for the Employee upon whom Covered Dependents depends for eligibility;
- (2) The date the dependent ceased to be an Eligible Dependent as defined herein;
- (3) The date the Plan is modified to terminate dependent coverage;
- (4) The date beginning the period for which the Covered Person or Covered Dependent has failed to make any required contribution for dependent coverage, if contributions are required;
- (5) The date the dependent child becomes eligible for coverage under the Plan as an Employee;
- (6) The date the Plan is terminated or, with respect to a specific benefit, the date the specific benefit is terminated;
- (7) The date the Covered Person terminates the Covered Dependents coverage;
- (8) The date the Employer discovers an omission or misstatement has occurred when applying for coverage or benefits under the Plan; or
- (9) The date of the Covered Dependent's death.

Extension of Benefits

If coverage under the Plan would otherwise terminate with respect to a Covered Person or Covered Dependent, without regard to the continuation of benefits provisions of the Plan, benefits under the Plan will continue to be provided for those individuals to the extent required by law, a collective bargaining agreement in effect with respect to the Employer, or the Employer's personnel policies. Any extension of benefits period provided pursuant to this Section shall not postpone the starting date for measurement of the maximum period available for continuation of benefits pursuant to the Continuation of Benefits Section.

General Limitations

In addition to any limitations or exclusions stated elsewhere in the Plan, no benefits are payable under this Plan for Expenses Incurred:

- (a) for charges which exceed the Reasonable and Customary charge for the service rendered or charges for which payment is not legally required;
- (b) for treatment paid for by any agency of the United States Government or any state or political subdivision, or provided by or in a Hospital operated by any agency of the United States Government or any state or political subdivision, unless the Covered Person or Covered Dependent is legally required to pay such charges;
- (c) for or in connection with:
 - (1) Sickness or Injury for which the Covered Person or Covered Dependent is entitled to benefits under any workers' compensation law, employers' liability law, or similar laws;
 - (2) Hospital, surgical, and medical services or supplies unless such expense is incurred upon the recommendation of a Physician for diagnosis or treatment of an Injury or Sickness;
 - (3) Injury or Sickness arising out of war, declared or undeclared, or service in any military forces or civilian non-combatant unit serving with such forces;
 - (4) services or supplies which constitute personal comfort or beautification items, television or telephone use, education or training, or expenses actually incurred by persons who are not Covered Persons or Covered Dependents;
 - (5) cosmetic surgery, except for treatment necessitated by accidental Injury or for correction of a congenital malformation of a dependent child;
 - (6) services, supplies or treatments not Medically Necessary for the diagnosis and/or treatment of an active Sickness or Injury; or charges for procedures, surgical or otherwise, which are specifically listed by the American Medical Association as having no medical value; or drugs not approved for use by the U.S. Food and Drug Administration;
 - (7) hospitalization when such confinement occurs primarily for physiotherapy, hydrotherapy, convalescent or rest care, or any routine physical examinations, immunizations or tests not

connected with the actual Sickness or Injury, except as otherwise specified herein;

- (8) the purchase or fitting of eyeglasses, contact lenses, hearing aids, or such similar aid devices except as otherwise specified herein. This exclusion shall not apply to the initial purchase of eyeglasses or contact lenses following cataract surgery;
- (9) replacement of cataract lenses when a prescription change is not required;
- (10) professional nursing services if rendered by other than a Registered Nurse or Licensed Practical Nurse, unless such care was vital as a safeguard of the Covered Person's or Covered Dependent's life, and unless such care is specifically listed as a benefit elsewhere in the Plan;
- (11) treatment of obesity;
- (12) diagnosis or treatment of infertility or restoration or enhancement of fertility in excess of \$5,000 per lifetime, including but not limited to, therapeutic injections, fertility and other drugs, Surgery, artificial insemination, in-vitro fertilization, or surgical reversal of elective sterilization and any resulting infertility services, except as specifically provided herein;
- (13) IQ testing or educational testing;
- (14) vitamins or dietary supplements;
- (15) housekeeping or custodial care;
- (16) weak, unstable or flat feet, or bunions, unless an open cutting operation is performed or for treatment of corns, calluses or toenails, unless at least part of the nail root is removed, or purchase of orthopedic shoes or other devices for support of the feet, except for custom molded foot orthotics;
- (17) treatment of temporomandibular joint syndrome with intraoral prosthetic devices, or any other procedure to alter vertical dimension;
- (18) enrollment in a health, athletic, or similar club or weight loss, non-smoking or similar programs, except as otherwise specifically provided herein;

- (19) purchase or rental of supplies of common use such as: exercise cycles, air purifiers, air conditioners, water purifiers, hypoallergenic pillows or mattress or waterbeds;
 - (20) purchase or rental of: motorized transportation equipment, escalators, or elevators, saunas, steambaths, swimming pools, or blood pressure kits;
 - (21) sex change, sex transformation and hormones related to such treatment;
 - (22) penile implants;
 - (23) otoplasty;
 - (24) growth hormone therapy;
 - (25) multiple surgical opinions;
 - (26) refractive eye Surgery including, but not limited to, refractive keratectomy, radial keratotomy and laser in-situ keratomileusis (LASIK) Surgery are not covered;
 - (27) charges for appointments scheduled and not kept (missed appointments) or for the preparation of medical abstracts or completion of claim forms;
 - (28) charges for treatment and services related to acupuncture, acupressure and hypnotherapy;
 - (29) religious, marital or family counseling;
 - (30) Hospital emergency Expenses Incurred for non-Emergency Treatment;
 - (31) complications arising directly from any non-covered treatment under the Plan;
 - (32) Any limitations on benefits contained in the Schedule of Benefits;
 - (33) services and supplies not specifically mentioned in the Plan; or
- (d) Expenses for “experimental treatment” for a Covered Person or Covered Dependent. For the purpose of this section, a treatment or procedure shall be deemed an “experimental treatment” when the treatment or procedure involved is given that designation or a similar designation in connection with the administration of Medicare. In addition, a transplant

procedure shall be deemed an “experimental treatment” if it is not one of the procedures specified in the Transplant Benefits Section.

CONTINUATION OF BENEFITS

In accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), continuation coverage under the Plan is available to Qualified Beneficiaries under certain specified conditions.

For the purpose of this Section, “Qualified Beneficiary” means any beneficiary defined as such pursuant to Section 607(3) of ERISA, and generally includes any Covered Person or Covered Dependent whose coverage under the Plan would otherwise terminate upon occurrence of any of the events specified in this Section. A Qualified Beneficiary also includes a child who is born to or placed for adoption with the Covered Person during the continuation coverage elected under this Section, provided such child qualifies as an Eligible Dependent.

Eligibility to Make Election

A Qualified Beneficiary may elect to continue coverage under the Plan if coverage would otherwise cease under the Plan due to:

- (a) the Covered Person’s death;
- (b) termination of the Covered Person’s employment or reduction of the Covered Person’s hours (whether voluntarily or involuntarily);
- (c) divorce or legal separation of the Covered Person and his spouse;
- (d) the Covered Person becoming entitled to Medicare benefits;
- (e) a Covered Person’s child ceasing to be an Eligible Dependent; or
- (f) a proceeding in bankruptcy under Title 11, United States Code, commencing on or after July 1, 1986, with respect to the Employer if the Covered Person is a retiree.

Notwithstanding the above, a Qualified Beneficiary is not entitled to elect continuation coverage if the Covered Person’s termination of employment is for gross misconduct as determined by the Employer. In the case of bankruptcy proceedings as described in (f) above, a loss of coverage includes a substantial elimination of coverage with respect to a Qualified Beneficiary within one (1) year before or after the date of commencement of the proceedings.

Election Period and Procedure

The election to continue coverage must be made during the period beginning on the day when coverage would otherwise cease under the Plan and ending sixty (60)

days after the later of (i) such date, or, (ii) if applicable under the Administrative Section, the date when the Qualified Beneficiary is notified of the right to make such election. A Qualified Beneficiary's failure to comply with the procedures and requirements established by the Employer for making the election, as described herein or in the Employer's notice of election, shall constitute the failure to make an election to continue coverage as provided herein. The written waiver by a Qualified Beneficiary (or by the Covered Person or his spouse on behalf of a Qualified Beneficiary) of the election to continue coverage shall terminate the Qualified Beneficiary's right to later make an election, unless the Qualified Beneficiary revokes the waiver within the sixty (60) day election period described above. However, if a waiver is revoked, continuation coverage will be effective on the date the revocation is made and will not be retroactive to the date of the event described in the Eligibility to Make Election Section.

Benefits

A Qualified Beneficiary who elects continuation coverage as provided herein shall be eligible to receive the same benefits to which a Covered Person or Covered Dependent under similar circumstances is otherwise entitled. If benefits under the Plan are increased, decreased or otherwise amended or changed either prior to or subsequent to the Qualified Beneficiary's election of continuation coverage, each Qualified Beneficiary will be entitled to benefits comparable to those available to a Covered Person or Covered Dependent under similar circumstances.

Payment for Benefits

A Qualified Beneficiary is required to contribute toward the cost of continuing the benefits as provided herein ("Continuation Premium"). The amount of the Continuation Premium or schedule of Continuation Premiums for different classes of Qualified Beneficiaries shall be determined from time to time by the Employer. The Employer shall also establish procedures for the billing and payment of the Continuation Premium which shall be described in the Employer's notice of election form. A Qualified Beneficiary's failure to pay the Continuation Premium by the due date (including any grace period if the Employer establishes such a period) shall result in the Qualified Beneficiary's termination of continuation coverage as of the date covered by the last paid Continuation Premium and such Qualified Beneficiary shall be precluded from extending, renewing, or reelecting such continuation coverage.

Duration of Continuation Coverage

A Qualified Beneficiary electing to purchase continuation coverage under the Plan shall be eligible to continue coverage until the earliest of the following events:

- (a) the date eighteen (18) months after the date of a Covered Person's termination of employment or reduction in hours;
- (b) the date thirty-six (36) months after the date of any other event described in the Eligibility to Make Election Section other than a Covered Person's termination of employment or reduction in hours (except that if a Covered Person who is an Employee has a termination of employment or reduction

in hours entitling him to continuation coverage within eighteen (18) months of the date of his entitlement to Medicare then the period of Continuation Coverage for the Qualified Beneficiaries other than the Covered Person shall not terminate prior to the close of the thirty-six (36) month period beginning on the date the Covered Person became entitled to Medicare);

- (c) the date the Employer ceases to provide any health benefit plan for any of its employees;
- (d) the date the Qualified Beneficiary first becomes covered after the date of his election of continuation coverage (as an employee or otherwise) by another group health plan which does not contain any applicable exclusion or limitation with respect to any pre-existing condition of such Qualified Beneficiary, or the date the Qualified Beneficiary becomes entitled to benefits under Medicare;
- (e) the date which is the last day of the period for which the Qualified Beneficiary's Continuation Premium payments have been paid (regardless of any grace period if the Employer establishes such a period) as determined by the Employer; or
- (f) in the case of a Qualified Beneficiary who is determined, under Title II or XVI of the Social Security Act ("Act"), to have been disabled at any time during the first sixty (60) days of continuation coverage, the earlier of (i) the date twenty-nine (29) months after the date of the commencement of such continuation coverage, but only if the Qualified Beneficiary has provided notice of such determination under ERISA Section 606(3) within sixty (60) days of the receipt of the determination notice under the Act and before the expiration of eighteen (18) months from the date of occurrence of the qualifying event, or (ii) the end of the month next following the date of final determination under Title II or XVI of the Social Security Act that the Qualified Beneficiary is no longer disabled.

If more than one event that would entitle the Qualified Beneficiary to elect continuation coverage occurs (as described in the Eligibility to Make Election Section herein), the first occurring of such events shall be the measuring date for purposes of the maximum possible length of continuation coverage under this Section. In addition, the maximum period available for continuation coverage pursuant to the Continuation of Benefits Section is measured from the date of occurrence of the qualifying event specified in the Eligibility to Make Election Section, except where specifically indicated to the contrary.

Administration

- (a) Notice on Death, Termination, Reduction of Hours, or Entitlement to Medicare

Within thirty (30) days of a Covered Person's death, termination of service,

reduction of hours, or entitlement to Medicare, the Employer shall inform the Plan Administrator of:

- (1) the Qualified Beneficiaries eligible to elect continuation coverage;
- (2) the event precipitating such notice; and
- (3) the date of the event.

The COBRA Notice Coordinator, at the direction of the Employer, shall then notify the Qualified Beneficiaries of their rights to elect pursuant to procedures established by the Employer and applicable law.

(b) Notice of Change in Marital Status or Dependent Status

If a Covered Dependent ceases to be eligible for coverage under the Plan because that person becomes divorced or legally separated from the Covered Person, or if a child of a Covered Person ceases to be eligible for coverage under the Plan because he is no longer an Eligible Dependent, either the Covered Person, the Covered Person's former spouse or the Covered Person's child must notify the COBRA Notice Coordinator of these events within sixty (60) days of their occurrence in order for the respective Qualified Beneficiary to be eligible to elect continuation coverage. The notice may be provided to the COBRA Notice Coordinator orally or in writing and must disclose:

- (1) the name and Plan identification numbers of the Covered Person and the individuals affected by the event;
- (2) the individual's divorce, separation, or loss of status as an Eligible Dependent; and
- (3) the date of such event.

Notice by a Qualified Beneficiary of the occurrence of an event giving rise to an election does not act as an election to receive continuation coverage under the Plan. In the event of divorce, legal separation, or change in dependent status, the COBRA Notice Coordinator, if notified within the time period specified in this Subsection (b), shall notify the Qualified Beneficiaries of their eligibility to elect continuation coverage.

(c) Notice of Disability

If a Covered Person or Covered Dependent is determined, under Title II or XVI of the Act to have been disabled at any time during the first sixty (60) days of continuation coverage, the Covered Person or Covered Dependent as the case may be must notify the COBRA Notice Coordinator of the determination under the Act within sixty (60) days of the latest to occur of the following:

- (1) The date of the Social Security Administration disability

determination (sometimes referred to as the "award letter");

- (2) The date of the termination of employment or reduction in hours entitling the Qualified Beneficiary to COBRA continuation coverage;
- (3) The date the Qualified Beneficiary otherwise loses coverage under the Plan as a result of the termination of employment or reduction in hours; or
- (4) The date the Qualified Beneficiary is informed of the obligation to provide notice of disability as provided herein.

Notwithstanding the above, the notice of determination must be provided the COBRA Notice Coordinator before the expiration of eighteen (18) months from the date of occurrence of the termination of employment or reduction in hours. The notice must be provided to the COBRA Notice Coordinator in writing and must disclose (i) the name and Plan identification number of the disabled Covered Person or Covered Dependent, and (ii) the determination notice provided pursuant to the Act to the disabled Covered Person or Covered Dependent. The Qualified Beneficiaries must also notify the COBRA Notice Coordinator in writing within thirty (30) days of the date of any final determination under the Act that the Covered Person or Covered Dependent is no longer disabled. The notice shall disclose (i) the name and Plan identification number of the disabled Covered Person or Covered Dependent, and (ii) the final determination Notice provided pursuant to the Act that the person is no longer disabled.

(d) Notice of Coverage Under Group Health Plan or Entitlement to Medicare

If a Qualified Beneficiary (i) becomes covered (as an employee or otherwise) by another group health plan which does not contain any applicable exclusion or limitation with respect to any pre-existing condition of such Qualified Beneficiary, or (ii) becomes entitled to benefits under Medicare, the Qualified Beneficiary must notify the COBRA Notice Coordinator of such event in writing within thirty (30) days of such coverage date.

(e) General

- (1) Multiple Events. If more than one event described in the Eligibility to Make Election Section occurs, the first such event occurring will determine which one of either Subsection (a) or (b) of this Section is applicable.
- (2) Notices to Employer. Notices to the COBRA Notice Coordinator shall be provided to the COBRA Notice Coordinator listed on the General Information Section. If no COBRA Notice Coordinator is listed on the General Information Section then the Employer shall be considered the COBRA Notice Coordinator and notices shall be provided to the person or organizational unit of the Employer that customarily handles employee benefits matters of the Employer.

- (3) Current Addresses. The notification of election rights under COBRA will generally be made by U.S. Mail to the Qualified Beneficiary's last known address. As a result, it is important for each Covered Person and Covered Dependent to timely provide the Employer with his current mailing address.
- (4) Interpretation. In the event of any inconsistency or omission, this Section and the applicable provisions of the Plan shall be construed, interpreted, and administered in a manner which meets the minimum requirements of COBRA.

MILITARY LEAVE

In accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), continuation coverage under the Plan is available to Covered Persons and their Covered Dependents under certain specified conditions. Any extension of benefits period provided pursuant to this Section shall not postpone the starting date for measurement of the maximum period available for continuation of benefits pursuant to the Continuation of Benefits Section described above.

Election and Duration of Coverage

A Covered Person may elect to continue coverage under the Plan for himself and his Covered Dependents if coverage would otherwise cease under the Plan due to that person's absence from employment with the Employer by reason of his service in the uniformed services. The maximum period of coverage available to all Covered Persons and Covered Dependents under the provisions of this Section shall be the lesser of:

- (a) the twenty-four (24) month period beginning on the date on which the Covered Person's military leave began; or
- (b) the day after the date on which the Covered Person fails to apply for or return to a position of employment with the Employer following the expiration of the leave as set forth in Section 4312(e) of USERRA.

Benefits

Benefits under the Plan for Covered Persons and Covered Dependents under an election for military leave continuation coverage shall be the same coverage as provided to all other Covered Persons and Covered Dependents. If Benefits under the Plan are increased, decreased or otherwise amended or changed either prior to or subsequent to the election of continuation coverage, the benefits provided pursuant to this continuation coverage will be the same as those available to all other Covered Persons and Covered Dependents.

Payment for Benefits

A Covered Person is required to contribute toward the cost of continuing the

benefits as provided herein ("Continuation Premium"). The amount of the Continuation Premium or schedule of Continuation Premiums for different classes of coverage shall be determined from time to time by the Employer. The Employer shall also establish procedures for the billing and payment of the Continuation Premium. A Covered Person's failure to pay the Continuation Premium by the due date (including any grace period if the Employer establishes such a period) shall result in the termination of continuation coverage as of the date covered by the last paid Continuation Premium and such Covered Person shall be precluded from extending, renewing, or reelecting such continuation coverage.

Employee Returning from Military Leave

In the case of a Covered Person whose coverage under the Plan was terminated by reason of service in the uniformed services, the Covered Person and his Eligible Dependents shall again be eligible for coverage under the Plan immediately upon return to active work. In addition, no other Plan limitation or exclusion shall apply to such returning Employee and his Eligible Dependents to the extent that such limitation or exclusion would not have applied had the Employee remained on the Plan during the military leave period. However, the preceding sentence shall not apply to the coverage of any Sickness or Injury determined by the Secretary of Veteran Affairs to have been incurred in, or aggravated during, the performance of service in the uniformed services.

FAMILY AND MEDICAL LEAVE AND VICTIMS' ECONOMIC SECURITY AND SAFETY LEAVE

In accordance with the Family and Medical Leave Act of 1993 ("FMLA") and the Victims' Economic Security and Safety Act ("VESSA"), continuation coverage under the Plan is available to Covered Persons and their Covered Dependents under certain specified conditions.

A Covered Person who takes a leave of absence under applicable provisions of FMLA or VESSA is entitled to continued coverage under the Plan for himself and his Covered Dependents. Benefits under the Plan are available to the same extent as if the Covered Person had been actively at work during the entire leave period, subject to the following terms and conditions:

- (a) Coverage shall cease for a Covered Person (and his Covered Dependents) for the duration of the leave if at any time the Covered Person is more than thirty (30) days late in paying any required contribution.
- (b) A Covered Person who declines coverage during the leave or whose coverage is terminated as a result of his failure to pay any required contributions shall, upon return from the leave, be entitled to be reinstated to the Plan on the same terms as prior to taking the leave, without any qualifying period, physical examination, or exclusion of pre-existing conditions.

- (c) With respect to an FMLA leave, if a Covered Person who is a Key Employee does not return from leave when notified by the Employer that substantial or grievous economic injury will result from his reinstatement, the Key Employee's entitlement to Plan benefits continues unless and until the Covered Person advises the Employer that he does not desire restoration to employment at the end of the leave period, or the leave entitlement is exhausted, or reinstatement is actually denied.
- (d) Any portion of the cost of coverage which had been paid by the Covered Person prior to the leave, must continue to be paid by the Covered Person during the leave. If the cost is raised or lowered during the leave, the Covered Person shall pay the new rates. If the leave is unpaid, the Covered Person and the Employer shall negotiate a reasonable means for paying the Covered Person's portion of the cost.
- (e) If the Employer provides a new health plan or benefits or changes the health benefits or Plan while the Covered Person is on leave, the Covered Person is entitled to the new or changed plan and benefits to the same extent as if the Covered Person were not on leave.
- (f) With respect to an FMLA leave, the Employer may recover its share of the cost of benefits paid during a period of unpaid leave if the Covered Person fails to return to work after the Covered Person's leave entitlement has been exhausted or expires, unless the reason the Covered Person does not return to work is due to (i) the continuation, recurrence, or onset of a serious health condition which would entitle the Covered Person to additional leave under FMLA; or (ii) other circumstances beyond the Covered Person's control. If a Covered Person fails to return to work because of the continuation, recurrence, or onset of a serious health condition, thereby precluding the Employer from recovering its share of the cost of benefits paid on the Covered Person's behalf during a period of unpaid leave, the Employer may require medical certification of the Covered Person's or the Covered Dependent's serious health condition. The Covered Person is required to provide medical certification within thirty (30) days from the date of the Employer's request. If the Employer requests medical certification and the Covered Person does not provide such certification in a timely manner, the Employer may recover the costs of benefits paid during the period of unpaid leave.
- (g) With respect to a VESSA leave, the Employer may recover its share of the cost of benefits paid during a period of unpaid leave if the Covered Person fails to return to work after the Covered Person's VESSA leave entitlement has been exhausted or expires, unless the reason the Covered Person does not return to work is due to (i) the continuation, recurrence, or onset of domestic or sexual violence would entitle the Covered Person to additional leave under VESSA; or (ii) other circumstances beyond the Covered Person's control. If a Covered Person fails to return to work because of the continuation, recurrence, or onset of an act of domestic or

sexual violence, thereby precluding the Employer from recovering its share of the cost of benefits paid on the Covered Person's behalf during a period of unpaid leave, the Employer may require certification of the Covered Person's inability to return to work for a reason described in (i) or (ii) above. The Covered Person is required to provide certification within thirty (30) days from the date of the Employer's request. If the Employer requests certification and the Covered Person does not provide such certification in a timely manner, the Employer may recover the costs of unpaid leave.

- (h) A FMLA leave and VESSA leave shall run concurrently to the extent permitted by law.

CONTINUATION OF BENEFITS UNDER STATE LAW

If coverage under the Plan would otherwise terminate with respect to a Covered Person or Covered Dependent, without regard to the continuation of benefits provisions of the Plan, benefits under the Plan can nevertheless be extended under the specific circumstances enumerated below. Any extension of benefits period provided pursuant to this Section shall not postpone the starting date for measurement of the maximum period available for continuation of benefits pursuant to the Continuation of Benefits Section.

Illinois Municipal Retirement Fund ("IMRF") Benefits

The following Covered Persons and Covered Dependents will have the right to continue coverage at their own expense when an Employee's eligibility under this Plan ends:

- (a) A Full-Time Employee who is removed from the Employer's payroll due to retirement or disability, and who immediately becomes entitled to receive an IMRF pension or disability benefit;
- (b) The Covered Dependents of such a retired or disabled Employee which are covered under the Plan on the day before such Employee is removed from the Employer's payroll; and
- (c) The surviving spouse of such a retired or disabled Employee, but only if the spouse:
 - (1) is covered under the Plan on the day before such Employee's death;
 - (2) is eligible for IMRF benefits; and
 - (3) elects to receive an IMRF surviving spouse pension (rather than a lump sum death benefit).

Coverage under this Section may be continued until the earliest of:

- (a) The date the retired or disabled Employee:
 - (1) again becomes an active participant in IMRF;
 - (2) is convicted of an IMRF job related felony;
 - (3) dies; or
 - (4) fails to pay any required contribution for coverage;
- (b) The date a disabled Employee is no longer entitled to IMRF benefit payments or takes a separation refund;
- (c) The date a spouse or child ceases to be an Eligible Dependent;
- (d) The date the surviving spouse:
 - (1) remarries prior to age fifty-five (55);
 - (2) dies; or
 - (3) fails to pay any required contribution for coverage; or
- (e) The date the Employer terminates medical coverage for all Employees.

Coverage for such retirees, disabled Employees, and surviving spouses will be the same as for other Covered Persons and Covered Dependents and will be subject to any benefit changes or cost increases which take effect after the Employee is removed from the Employer's payroll. The retiree, disabled Employee, or surviving spouse will be required to pay one hundred percent (100%) of the cost of Plan coverage by each monthly due date.

Within fifteen (15) days after a Full-Time Employee retires, is removed from the Employer's payroll due to disability, or dies, the Employer will:

- (a) verify the Employee's or surviving spouse's eligibility for IMRF benefits; and
- (b) send the Employee or surviving spouse a notice of this continuation privilege (including the cost for continued Plan coverage).

For a disabled Employee, this continuation right will apply only if, after reviewing his or her medical information, the IMRF determines that IMRF disability benefits are payable. For a surviving spouse of a disabled Employee, this continuation right will apply only if the spouse elects a monthly annuity (rather than a lump sum death benefit).

To continue Plan coverage, the retiree, disabled Employee, or surviving spouse must send the Employer written election and first payment within thirty-one (31) days after receipt of notice. In some cases, the individual may sign written authorization for IMRF to deduct future monthly payments for the cost of Plan coverage from his or her recurring IMRF benefit payments.

Deputy's Continuation Privilege

The following Sheriff's deputies and certain of their Covered Dependents will have the right to continue coverage at their own expense when the deputy's eligibility under this Plan ends because of:

- (a) The deputy's retirement as a deferred pensioner under Section 367h of the Illinois Insurance Code;
- (b) The deputy's retirement from active service as a deputy with an attained age and accumulated creditable service which together qualify the deputy for immediate receipt of retirement pension benefits under Section 7-142.1 of the Illinois Pension Code; or
- (c) The deputy's disability is established under Article 7 of the Illinois Pension Code.

Coverage under this Section may be continued until the earliest of:

- (a) the deputy's reinstatement or reentry into active service on the Employer's Sheriff's department;
- (b) the deputy's exercise of any refund option or any separation benefit available under Article 7 of the Illinois Pension Code;
- (c) the deputy's loss of any benefits provided for in Section 7-219 of Article 7 of the Illinois Pension Code;
- (d) the deputy's death; or
- (e) the surviving spouse of a deputy:
 - (1) is no longer eligible to receive a surviving spouse's monthly pension; or
 - (2) dies or remarries.

Coverage for such retired and disabled deputies and their surviving spouses will be the same as for other Covered Persons and Covered Dependents and will be subject to any benefit changes or cost increases which take effect after the deputy is removed from the Employer's payroll. However, only Eligible Dependents who were Covered Dependents on the day immediately preceding the day on which the retirement or disability period of the deputy begins may continue on the Plan. The retired or disabled

deputy or his surviving spouse will be required to pay one hundred percent (100%) of the cost of Plan coverage by each monthly due date.

Within fifteen (15) days after a deputy retires, is removed from the Employer's payroll due to disability, or dies, the Employer will:

- (a) verify the deputy's surviving spouse's eligibility for benefits; and
- (b) send the deputy or surviving spouse a notice of this continuation privilege (including the cost for continued Plan coverage).

To continue Plan coverage, the retired or disabled deputy or surviving spouse must send the Employer written election and first payment within fifteen (15) days after receipt of notice. In some cases, the individual may sign written authorization for the pension fund to deduct future monthly payments for the cost of Plan coverage from his or her monthly pension benefits.

MISCELLANEOUS

Nonalienation of Benefits

Benefits payable under this Plan, shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a spouse or former spouse or for any other relative of a Covered Person or Covered Dependent, prior to actually being received by the person entitled to the benefit under the terms of the Plan; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefit payable hereunder, shall be void. The Plan shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder.

Invalid Provision

If any term or provision of this Plan or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Plan, or the application of such term or provision to such persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Plan shall be valid and shall be enforced to the fullest extent permitted by law.

Governing Law

The interpretation of the terms and provisions of this Plan shall be governed by the Laws of the State of Illinois where it has been executed.

Amendment/Termination

It is the intention of the Employer to maintain the Plan indefinitely. However, the Employer may amend or terminate the Plan at any time, provided that no such amendment or termination shall diminish or eliminate any claim for any benefit to which a Covered Person or Covered Dependent shall have become entitled prior to such amendment or termination of the Plan.

Exclusive Benefit/Legal Enforceability

The Plan has been established, and is being maintained, for the exclusive benefit of the Employees of the Employers. The Plan terms as provided herein are legally enforceable by the Employees.

INTERPRETATION OF THE PLAN

Final authority for interpretation of the terms and provisions of the Plan is vested in the Employer. Any interpretation so required by the Employer shall be made in good faith, subject to reasonable care and prudence, and all such interpretations are final. The Employer shall have discretionary authority to determine eligibility for benefits and to construe the terms of the Plan.

DEFINITIONS

Ambulatory Surgical Facility: Means any public or private establishment, which is either independent or part of a Hospital, with:

- (a) an organized medical staff of Physicians;
- (b) permanent facilities that are equipped and operated primarily for the purpose of performing surgical procedures;
- (c) continuous Physician and Registered Nursing services whenever a patient is in the facility; and
- (d) which does not provide services or other accommodations for patients to stay overnight.

Ambulatory Surgical Facility does not include an office maintained by a Physician for the practice of medicine or dentistry, or for the primary purpose of performing terminations of pregnancy.

Covered Dependent: Means an Eligible Dependent of any Covered Person for whom coverage became effective and has not terminated.

Covered Person: Means an eligible Employee or former Employee whose coverage under the Plan became effective and has not terminated.

Eligible Dependent: Means an Employee's:

- (a) spouse, but only if the spouse is enrolled in comprehensive medical coverage, if available, at the spouse's place of employment if the spouse's contribution for such coverage is less than \$100 a month for employee-only coverage;
- (b) unmarried child less than twenty-six (26) years of age or less than thirty (30) if a Military Veteran, who is chiefly dependent upon the Covered Person for support and maintenance;

but excludes the following:

- (1) any person who is not a resident of the United States of America;
- (2) any person who is covered under this Plan as an Employee;
- (3) any person who is on active duty in any military, naval, or air force of any country; and
- (4) any spouse of an Employee who is legally separated from the Employee.

A "child" of the Employee includes a step-child residing in the Employee's household and dependent upon the Employee for at least fifty percent (50%) of his support and maintenance, child for whom the Employee is appointed legal guardian, adopted child, or child in the custody of an Employee while adoption proceedings with respect to that child by the Employee are pending, but specifically excluding a foster child or grandchild (unless legally adopted).

At any time, the Employer or Contract Administrator may require proof that a child continues to qualify as an Eligible Dependent herein.

In addition, a "child" also includes an unmarried child who reaches the limiting age and is totally disabled, incapable of self-sustaining employment by reason of mental or physical handicap, primarily dependent upon the Employee for support and maintenance and unmarried. The child must have proof of social security disability. The Employer may require, at reasonable intervals during the two (2) years following the child's reaching the limiting age, subsequent proof of the child's total disability and dependency. If requested proof of incapacity and dependency is not submitted to the Employer within a period of sixth (60) days, dependent coverage will be terminated.

After such two year period, the Employer may request due proof of incapacity and dependency and of their uninterrupted continuance as often as it may reasonably require. The Employer reserves the right to have such dependent examined by a Physician of the Employer's choice, at the Plan's expense, to determine the existence of such incapacity.

Emergency Treatment: Means treatment required for accidental Injury or treatment of a sudden and unexpected Sickness which is life threatening or has such severe symptoms that the absence of immediate medical attention could result in serious and permanent medical consequences.

It shall not include treatment of symptoms of a chronic condition unless such symptoms are sudden, unexpected and severe.

Employee: Means a person employed by the Employer or other governmental units authorized to participate in the Plan by the Tazewell County Board.

Employer: Means Tazewell County, Illinois.

Expenses Incurred: Means charges for purchases or services rendered. An expense will be deemed to be incurred on the day the purchase is made or on the day the service is rendered for which the charge is made.

Full-Time Employee: Means Assistant State's Attorney's, Public Defenders, elected officials, and full-time Employees who are scheduled to work at least thirty-five (35) hours per week (or as determined by an Employer personnel policy or collective bargaining agreement) who are not covered by a Teamster's collective bargaining agreement with the Employer, and Employees of other governmental units authorized to participate in the Plan by the Tazewell County Board.

Habilitative Services: Means occupational therapy, physical therapy, speech therapy, and other services prescribed by a treating Physician pursuant to a treatment plan to enhance the ability of a child to function with a congenital, genetic, or early acquired disorder. A congenital or genetic disorder includes, but is not limited to, hereditary disorders. An early acquired disorder is a disorder resulting from Sickness, trauma, Injury, or some other event or condition suffered by a child prior to that child developing functional life skills such as, but not limited to, walking, talking, or self-help skills. Congenital, genetic, and early acquired disorders may include, but are not limited to, autism or an autism spectrum disorder, cerebral palsy, and other disorders resulting from early childhood Sickness, trauma, or Injury.

Home Health Care Agency: Means an organization, or its distinct part, which:

- (a) is primarily engaged in providing skilled nursing care and other therapeutic services for, and in the private residences of, persons recovering from Sickness or Injury;
- (b) qualifies as a home health care agency under Medicare and is licensed or approved according to any applicable state or local standards and is operated pursuant to policies established by a professional staff, including at least one (1) Physician and one (1) Registered Nurse;
- (c) provides full-time supervision of its services by a Physician or Registered Nurse, and maintains clinical records on all of its patients;

- (d) has a full-time administrator; and
- (e) is not, other than incidentally, engaged in providing care or treatment of the mentally ill, or in providing custodial type care.

Home Health Care Plan: Means a program of continued care and treatment for a Covered Person or Covered Dependent, established and approved in writing by the Physician of the Covered Person or Covered Dependent. The program must be accompanied by the Physician's certification that the proper treatment of the Sickness or Injury would require confinement as a Hospital inpatient in the absence of the services and supplies provided as part of the Home Health Care Plan.

Hospice: Means an entity licensed, approved or authorized to provide inpatient and at home medical relief of pain and supportive care to terminally ill persons. An inpatient facility must have on its premises:

- (a) organized facilities to care for and treat terminally ill persons; and
- (b) a paid staff of medical professionals to supervise such care and treatment.

Hospital: Means an institution constituted and operated in accordance with the laws pertaining to Hospitals, equipped with permanent facilities for diagnosis, Surgery, twenty-four (24) hour continuous nursing service by Registered Nurses, and a staff of one or more Physicians licensed to practice medicine available at all times for compensation, and provides for medical and surgical treatment for Injury and Sickness on an inpatient basis. The term Hospital does not include a facility specializing in dentistry or an institution which is, other than incidentally, a place for rest, a place for the aged, a place for drug addicts, a place for alcoholics, a convalescent home or a nursing home.

Hospital Confinement/Admission: Means being registered as a bed patient in a Hospital upon the recommendation of a Physician, or as a patient in a Hospital because of a surgical operation, or as a patient receiving emergency care in a Hospital for an Injury.

Injury: Means accidental bodily injury of a Covered Person or Covered Dependent. All Injuries sustained by a Covered Person or Covered Dependent in connection with a single accident shall be considered one Injury.

Intensive Care Unit: Means a section, ward or wing within the Hospital which is separated from other Hospital facilities and:

- (a) is operated exclusively for the purpose of providing professional care and treatment for critically ill patients;
- (b) has special supplies and equipment, necessary for such care and treatment, available on a standby basis for immediate use; and
- (c) provides Room and Board and constant observation and care by Registered Nurses or other specially trained Hospital personnel.

Key Employee: Means a salaried Employee eligible for leave under the Family and Medical Leave Act of 1993 who is among the highest paid ten percent (10%) of all the Employees employed by the Employer within seventy-five (75) miles of the Employee's worksite.

Licensed Practical Nurse: Means an individual who has received specialized nursing training and practical nursing experience and who is licensed to perform nursing service by the state in which he performs such service, other than one who ordinarily resides in the patient's home or who is a member of the patient's immediate family.

Medically Necessary: Means health care services, supplies or treatment which are appropriate and consistent with the diagnosis and which, in accordance with generally accepted medical standards, could not have been omitted without adversely affecting the patient's condition or the quality of medical care rendered.

Mental Illness: Means those illnesses classified as mental disorders in Section II of the edition of the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association which is current as of the date services are rendered to a patient.

Military Veteran: Means a United States military veteran who (i) is an Illinois resident, (ii) has received a release or discharge other than a dishonorable discharge, and (iii) submits to the Contract Administrator a copy of a properly completed form DD2-14 "Certificate of Release or Discharge from Active Duty."

Necessary Services and Supplies: Means any charges made by a Hospital on its own behalf for necessary medical services and supplies actually administered during any Hospital Confinement/Admission other than charges for Room and Board, Intensive Care Unit, private duty nursing or Physician's services.

Oral Surgery: Means:

- (a) excision of tumors or cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth;
- (b) surgical procedures to correct accidental injuries of the jaws, cheeks, lips, tongue, roof and floor of the mouth, provided that the procedures are completed within thirty (30) days of the accident; and
- (c) excision of exostoses of the jaws and hard palate (provided that this procedure is not done in preparation for dentures or other prostheses); treatment of fractures of facial bone; external incision and drainage of cellulitis; incision of accessory sinuses, salivary glands or ducts.

Out-Patient Self-Management Training and Education: Means instruction in an outpatient setting which enables a diabetic patient to understand the diabetic management process and daily management of diabetic therapy as a means of

avoiding frequent hospitalization and complications and instruction in understanding nutrient needs relative to medically prescribed diets, including tube feedings, specialized intravenous solutions, and specialized oral feedings, and food and prescription drug interactions. Diabetes Self-Management Training and Education shall include the content areas listed in the National Standards for Diabetes Self-Management Education Programs as published by the American Diabetes Association, including medical nutrition therapy.

Out-Patient Treatment: Means treatment at a Hospital not requiring confinement and not involving a charge for Room and Board.

Physician: Means a practitioner of the healing arts who is duly licensed in the state where he is practicing and who is treating within the scope and limitation of that license. The term Physician will not include the Covered Person, nor his spouse, children, brothers, sisters, or parents; nor any person residing in his household.

Post-Service Claim: Means any claim for a benefit under the Plan that is not a Pre-Service Claim.

Pre-Existing Condition: Means a condition for which a medical expense was incurred or for which such person received medical care, treatment, consultation, diagnosis, diagnostic testing, advice, services, supplies or took prescribed drugs or medications, during the six (6) month period ending on the Eligibility Date of such person's coverage under the Plan, or on the first day of a waiting period for coverage, if earlier. A waiting period shall mean the period that must pass with respect to an individual before the individual is eligible for benefits under the Plan. Birth defects in an Eligible Dependent who is a child shall not be considered a Pre-Existing Condition.

Pre-Service Claim: Means any claim for a benefit under the Plan with respect to which the terms of the Plan condition receipt of the benefit, in whole or in part, on approval of the benefit in advance of receiving medical care.

Preventative Physical Therapy: Means physical therapy that is prescribed by a Physician for the purpose of treating parts of the body affected by multiple sclerosis, but only where the physical therapy includes reasonably defined goals, including, but not limited to, sustaining the level of function the person has achieved, with periodic evaluation of the efficacy of the physical therapy against those goals.

Reasonable and Customary: Means charges made for medical services or supplies essential to the care of an individual which are the amount normally charged by the provider for similar services and supplies and do not exceed the amount ordinarily charged by most providers of comparable services and supplies in the locality where the services or supplies are received for Sickness or Injury comparable in severity to the Sickness or Injury being treated.

Charges for multiple surgical procedures will be a covered expense subject to the following provisions:

- (a) If a bilateral or multiple surgical procedures are performed by one surgeon, benefits will be based on the Reasonable and Customary allowance that is allowed for the primary procedure; fifty percent (50%) of the Reasonable and Customary allowance will be allowed for each additional procedure performed through the same incision. Any procedure that would not be an integral part of the primary procedure or is unrelated to the diagnosis will be considered "incidental" and no benefits will be provided for such procedures.
- (b) If multiple unrelated surgical procedures are performed by two (2) or more surgeons on separate operative fields, benefits will be based on the Reasonable and Customary allowance for each surgeon's primary procedure. If two (2) or more surgeons perform a procedure that is normally performed by one (1) surgeon, benefits for all surgeons will not exceed the Reasonable and Customary allowance percentage allowed for that procedure; and
- (c) If an assistant surgeon is required and is Medically Necessary, the assistant surgeon's covered charge will not exceed twenty percent (20%) of the surgeon's Reasonable and Customary allowance.

Registered Nurse: Means a professional nurse who has the right to use the title Registered Nurse (R.N.) other than one who ordinarily resides in the patient's home or who is a member of the patient's immediate family.

Room and Board: Means all charges commonly made by a Hospital or other facility on its own behalf for room and meals and for all general services and activities essential to the care of registered bed patients.

Sickness: Means disease, mental, emotional or nervous disorders of a Covered Person or Covered Dependent. It also includes the pregnancy of a Covered Person or Covered Dependent.

Skilled Nursing Facility: Means an institution, or a distinct part thereof, which is licensed pursuant to state and local laws and is operated primarily for the purpose of providing skilled nursing care and treatment for individuals convalescing from Injury or Sickness, and:

- (a) is approved by and is a participating Skilled Nursing Facility of Medicare;
- (b) has organized facilities for medical treatment and provides twenty-four (24) hour nursing service under the full-time supervision of a Physician or Registered Nurse;
- (c) maintains daily clinical records on each patient and has available the services of a Physician under an established agreement; and

- (d) has transfer arrangements with one or more Hospitals, a utilization review plan in effect and operational policies developed with the advice of, and reviewed by, a professional group including at least one Physician.

This definition does not include an institution operated primarily for care of the aged, or for treatment of mental disease, drug addiction, alcoholism or custodial care.

Substance Abuse: Means uncontrollable or excessive abuse of any addictive substance and the resultant physiological or psychological dependence which develops with continued use, requiring medical treatment as determined by a Physician.

Substance Abuse Treatment Facility: Means a facility (other than a Hospital) whose primary function is the treatment of alcohol and Substance Abuse and which is duly licensed by the appropriate state and local authority to provide such services.

Surgery: Means operative or cutting procedures including specialized instrumentations and the correction of fractures or complete dislocations.

TAZEWELL COUNTY, ILLINOIS

By: 

Its: Tazewell County Board Chairman

Dated: August 25 2010

510-141.d3

ADDENDUM A

PRESCRIPTION DRUG CARD PLAN

BENEFITS

For

EMPLOYEES OF

TAZEWELL COUNTY, ILLINOIS

TABLE OF CONTENTS

I. INTRODUCTION 1

II. ELIGIBILITY AND PLAN PARTICIPATION 1

III. DEFINITIONS 1

IV. BENEFITS 2

V. PENALTIES FOR IMPROPER USE 2

VI. CLAIMS 3

VII. GENERAL 3

I. INTRODUCTION:

The purpose of the Plan is to enable Eligible Persons to purchase Covered Drugs from a Pharmacy or through the HCH Administration, Inc. Mail Order Program by paying only a portion (the Copayment Amount) of the full price of the particular drug. Covered Drugs are purchased from a Pharmacy by presenting to the Pharmacy both a Prescription Order (unless a refill) for the Covered Drugs and an Identification Card. Covered Drugs are obtained from the Mail Order Program by completing the Registration & Prescription Order Form available from the Contract Administrator and mailing the Form to CatalystRx. The Plan will be responsible for payment of all amounts in excess of the Copayment Amount. Without the Plan, Covered Drugs could only be purchased by paying full price, which in most cases would be more than the Copayment Amount.

II. ELIGIBILITY AND PLAN PARTICIPATION:

1. Eligibility Requirements.

You and your Dependents will be eligible to participate in the Plan when you and your Dependents have satisfied the eligibility requirements for benefits under the terms of the Health Plan.

2. Participation.

You and your Dependents will begin participation on the first day which you and your Dependents have met the eligibility requirements. When you become a Participant in the Plan, the Employer will issue you an Identification Card. You must present your Identification Card at the time you purchase Covered Drugs from a Pharmacy in order to take advantage of the Plan's benefits.

III. DEFINITIONS:

CODE - Means the Internal Revenue Code of 1986, as amended from time to time.

COPAYMENT AMOUNT - Means the amount which an Eligible Person is required to pay for a Covered Drug in accordance with the Health Plan.

COVERED DRUG - Means any Prescription Legend Drug and such other drugs as may be set forth from time to time on the list maintained by CatalystRx and made a part of the Plan, when ordered by a Physician by means of a Prescription Order.

DEPENDENT - Means an individual who meets the definition of a Covered Dependent as set forth in the Health Plan.

ELIGIBLE PERSON - Means an individual described in an Identification Card who is entitled to Covered Drug expense benefits in accordance with and under the terms of the Plan, and his/her Dependents.

EMPLOYEE - Means a person employed by the Employer.

EMPLOYER - Means Tazewell County, Illinois.

HEALTH PLAN - Means the Tazewell County Health Care Plan.

IDENTIFICATION CARD - Means a card or cards issued as proof of eligibility for Covered Drug expense benefits in accordance with and under the terms of the Plan.

PARTICIPANT - Means an Employee who has satisfied the Eligibility Requirements and has elected to participate in the Plan.

PHARMACY - Means a pharmacy doing business as a licensed pharmacy under an applicable state license or registration number and which has entered into a Prescription Drug Agreement with CatalystRx.

PRESCRIPTION LEGEND DRUG - Means any medicinal substance the label of which is required by the Federal Food, Drug and Cosmetic Act to bear the legend--"Caution: Federal Law prohibits dispensing without prescription."

PRESCRIPTION ORDER - Means a request for medication by a Physician.

PHYSICIAN - Means a doctor of medicine, a doctor of osteopathy, a doctor of dental surgery, a doctor of dental medicine or a podiatrist, who is legally licensed to prescribe medications within the scope of that license.

IV. BENEFITS

Each Eligible Person may purchase Covered Drugs from a Pharmacy by presenting their Identification Card and paying the applicable Copayment Amount. Covered Drugs may be purchased from those Pharmacies listed on the Participating Pharmacy Listing, a copy of which may be reviewed at the location of the Contract Administrator, or at such other sites as the Contract Administrator deems necessary. Pharmacies may be added to or deleted from the Participating Pharmacy Listing from time to time.

Covered Drugs are obtained from the Mail Order Program by completing the Registration & Prescription Order Form available from the Contract Administrator and mailing the Form to CatalystRx.

V. PENALTIES FOR IMPROPER USE:

Eligible Persons may not use their Identification Cards to obtain Covered Drugs after having received notification of the cancellation of their benefits or for persons other than Eligible Persons. Any Eligible Person who makes an improper use of his Identification Card may be guilty of a Class C misdemeanor in accordance with the provisions of Section 512-8(c) of the Illinois Insurance Code and may be liable to the Administrator or

Employer for amounts the Contract Administrator or Employer has paid as a result of any improper use of his Identification Card.

The Contract Administrator may request such amounts be paid immediately, and, if not paid when due, may take appropriate action to recover such amounts.

VI. CLAIMS:

1. Filing of a Claim.

There may be certain instances in which an Eligible Person cannot use the Identification Card to receive prescription drug benefits from a Pharmacy. At those times, a claim may be submitted in accordance with the Claim Provisions Section set forth in the Health Plan for consideration of expenses incurred that exceed the Copayment Amount. The claim for prescription drug benefits must have the following information:

- (a) the name of the patient;
- (b) the Employee's name and social security number;
- (c) the name of the Pharmacy dispensing the drug;
- (d) the name, strength, and quantity of the drug dispensed;
- (e) the date the drug was dispensed; and
- (f) the price of the drug.

2. Denial of Claims.

If your claim for benefits is denied, the Claim Section Provisions of the Health Plan sets forth your rights regarding claims review procedures.

VII. GENERAL:

1. Questions/Forms/Information.

Any questions, requests for forms, or other inquiries should be directed to the Contract Administrator or the Employer.

2. Nondiscrimination.

It is the intent of the Employer that the Plan not discriminate in favor of any Employee or group of Employees. If the Employer determines that the Plan is discriminatory, the Employer shall select and exclude from coverage under the Plan such Participants, or

reduce the contributions and/or benefits of such Participants, as shall be necessary to comply with the nondiscrimination provisions of the Code.

ADDENDUM B

COBRA PREMIUM REDUCTION PROVISIONS UNDER ARRA

The American Recovery and Reinvestment Act of 2008 ("ARRA") modifies COBRA rights and responsibilities otherwise set forth in the Plan in the manner described below. The ARRA gives "Assistance Eligible Individuals" the right to pay reduced COBRA premiums for periods of coverage beginning on or after February 17, 2009 and can last up to fifteen (15) months. If you qualify for reduced premiums, you need only pay thirty-five percent (35%) of the COBRA premium otherwise due under the Plan.

To be considered an "Assistance Eligible Individual" and get reduced premiums you:

- (a) **MUST** be eligible for continuation coverage at any time during the period from September 1, 2008 through May 31, 2010 and elect the coverage;
- (b) **MUST** have a continuation coverage election opportunity related to an involuntary termination of employment that occurred at some time from September 1, 2008 through May 31, 2010;
- (c) **MUST NOT** be eligible for Medicare; and
- (d) **MUST NOT** be eligible for coverage under any other group health plan, such as a plan sponsored by a successor employer or a spouse's employer.*

Individuals who experienced a qualifying event as the result of an involuntary termination of employment at any time from September 1, 2008 through February 16, 2009 and were offered, but did not elect, continuation coverage OR who elected continuation coverage and subsequently discontinued it may have the right to an additional sixty (60) day election period.

IMPORTANT

If, after you elect COBRA and while you are paying the reduced premium, you become eligible for other group health plan coverage or Medicare you **MUST** notify the COBRA Administrator in writing. If you do not, you may be subject to a tax penalty.

* Generally, this does not include coverage for only dental, vision, counseling, or referral services; coverage under a health flexible spending arrangement; or treatment that is furnished in an on-site medical facility maintained by the employer.

Electing the premium reduction disqualifies you for the Health Coverage Tax Credit. If you are eligible for the Health Coverage Tax Credit, which could be more valuable than the premium reduction, you will have received a notification from the IRS.

The amount of the premium reduction is recaptured for certain high income individuals. If the amount you earn for the year is more than \$125,000 (or \$250,000 for married couples filing a joint federal income tax return) all or part of the premium reduction may be recaptured by an increase in your income tax liability for the year. If you think that your income may exceed the amounts above, you may wish to consider waiving your right to the premium deduction. For more information, consult your tax preparer or visit the IRS webpage on ARRA at www.irs.gov.

If you had exhausted the nine (9) month reduced premium period of prior law before December 19, 2009, you will have a grace period to pay the premium reduction amounts for time periods after that date until the later of February 17, 2010 or, if later, thirty (30) days after notice of the extension to fifteen (15) months is provided by the Plan Administrator.

For general information regarding the Plan's COBRA coverage you can contact the COBRA Administrator.

For specific information related to the Plan's administration of the ARRA Premium Reduction or to notify the Plan of your ineligibility to continue paying reduced premiums, contact the COBRA Administrator.

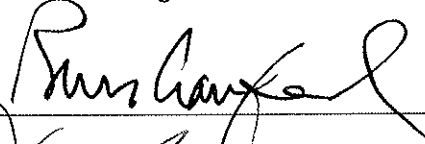
If you are denied treatment as an "Assistance Eligible Individual" you may have the right to have the denial reviewed. For more information regarding reviews or for general information about the ARRA Premium Reduction go to:

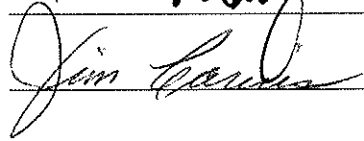
www.dol.gov/COBRA or call 1-866-444-EBSA (3272)

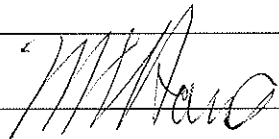
COMMITTEE REPORT

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 Policy Statement HR10-01, regarding a Vehicle Policy for Tazewell County employees; and

WHEREAS, the Tazewell County Board has established a policy to maintain a comprehensive policy on vehicle use to ensure the safety and well being of County employees and property and to mitigate risk; and

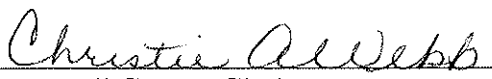
WHEREAS, all Tazewell County employees will receive a copy of the adopted policy statement and will be required to sign the Employee Acknowledgement; and

THEREFORE BE IT RESOLVED by the County Board, that the attached policy statement 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 25TH DAY OF AUGUST, 2010.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

Tazewell County Board Policy

Category: Human Resources
Subject: Vehicle Policy

Policy Number: HR10-01
Approval Date: Draft as of 8/13/10

Purpose: To establish administrative regulations which standardize the procedures utilized by County employees in the use of all Tazewell County vehicles or privately owned vehicles in the conduct of official County business.

Authority: The Tazewell County Board.

Rationale: Tazewell County operates a large and divergent fleet of equipment for a variety of purposes in providing services to the public. The cost to purchase, insure, maintain and operate the County fleet is a substantial capital and operating cost to taxpayers. It is important to maintain a comprehensive policy on vehicle use to ensure the safety and well being of County employees and property and to mitigate risk.

Action Plan:

1. General Policy.

- a. All vehicles owned or leased by the County are the property of the County.
- b. Any violation of this Policy will be cause for disciplinary action, including possible loss of driving privileges, and up to and including termination as determined by the appropriate personnel.
- c. County vehicles shall be used only for Official County Business, which is defined as:
 1. All duties performed in accordance with the employee's job description;
 2. Additional and/or specialized duties assigned by the employee's supervisor;
 3. Attendance at County-related business meetings, including educational and instructional programs;
 4. Commuting, when approved by the department head and County Administrator as part of a take-home policy (e.g., Sheriff's deputies). **Commuting can only be authorized for employees who reside in Tazewell County;**
- d. The operator of the vehicle, generally referred to as "employee," may include interns and others who are pre-authorized to drive a County vehicle when involved in Official County Business but may not be on the Tazewell County payroll. A valid Illinois driver's license is **required** to drive a vehicle.
- e. **No employee or other authorized user can drive a County-owned and/or insured vehicle without first reading and signing this form.**

- f. **Employees that use a personal vehicle for County business must maintain current proof of insurance (e.g. insurance card) with minimum limits as determined by State law and shall follow all State laws and the provisions of this policy while performing their job duties.**
- g. Driver Training and DMV Check: The County reserves the right to require a safe driver course at any time during employment, and to request a DMV record report as circumstances warrant. The County also reserves the right to require special recurrent safety training for employees/authorized users who have accidents in County-owned or insured vehicles;
- h. Tobacco Use: Pursuant to the Smoke Free Illinois Act, smoking—and other forms of tobacco use—is prohibited in County-owned or insured vehicles.
- i. The use of a County owned vehicle is **prohibited** for the following:
 - 1. Personal use of any nature when the employee is in an off-duty status, including unauthorized commuting, except where the vehicle is designated as an emergency response vehicle, the employee has an on-call status, and written departmental policies have been developed and approved; where the department head authorizes the vehicle be used for transportation to and from lunch; where the employee is away from his or her residence overnight because of Official County Business.
 - 2. Attendance at political rallies, parties, or for political solicitation, unless approved by an Elected Official as part of his or her job duties.
 - 3. Transportation of persons (including relatives/friends) or goods not having a direct relationship to County business, except in an emergency situation and with the authorization of the employee's department head.
 - 4. At any time when the operator of the vehicle has consumed any alcoholic beverage or any substance which might interfere with the safe operation of the vehicle.
 - 5. To pull or push another vehicle, except for County maintenance units, certain Highway Department operational equipment **and properly equipped squad cars.**
 - 6. Transportation of any alcoholic beverages, open or un-open, narcotics, firearms, or explosive materials, except in vehicles as it relates to the enforcement of laws and ordinances.
 - 7. Parking in front of or in a parking areas associated with any establishment which might cause discredit upon the County, unless the employee is on Official County Business.
 - 8. No driver of a County vehicle is permitted to send or read text messages on cell phones or similar communication devices while operating a County vehicle.

9. **No employee may continue to utilize a County vehicle while on suspension, paid or unpaid, imposed by Tazewell County or any of its Elected Officials. Employees on suspension must turn in their keys to the County Administrator, Department Head or Elected Official, or their designee, until they return to work.**
- j. General guidelines and Vehicle Operator responsibilities for County vehicle operation include the following:
1. The operator of the vehicle is personally responsible for operating the vehicle in a safe, careful and courteous manner at all times and in strict adherence to all State, County and municipal laws, rules and departmental procedures. If the vehicle appears to be unsafe or in need of maintenance, the operator must report the conditions to his or her supervisor, department head or designee.
 2. The operator and all passengers must use seat belts at all times in accordance to Illinois State Law.
 3. Employees shall lock any County vehicle when it will be parked unattended. The driver of the vehicle will be held responsible for any stolen or missing item if the vehicle is left unlocked while unattended.
 4. The operator shall take the most direct route to his or her destination unless prior authorization is approved by the department head or in cases where an accident or emergency circumstances exist.
 5. Fuel shall be procured at designated County fueling facilities (e.g., County fuel pumps in Tremont, City garage facility in Pekin) except during an emergency or an extended trip where such purchase is not feasible. When fuel is purchased from other sources, receipts and other documentation shall be presented pursuant to County Auditor policy.
 6. Fuel purchased shall be the lowest Octane grade approved for the vehicle.
 7. Under no circumstances shall a non-authorized employee or a person who is not an employee of the County be allowed to operate a County vehicle without authorization of the County Administrator. New employees must provide their driver's license, undergo a motor vehicle check and be added as an authorized user with the County's insurance program by the County Administrator prior to driving a County vehicle. For purposes of this policy, the Emergency Management Agency response volunteers shall be considered authorized subject to the terms and conditions of this policy, including DMV checks and training requirements.
 8. Operators must complete a log if required by the department head. Information contained in a log should include Date, driver, purpose of the trip, beginning mileage, ending mileage and total miles driven.

k. Miscellaneous Policies

1. It is the responsibility of the employee to report and pay for all traffic or parking tickets issued to him or her while operating a County vehicle.
2. It is the intent of the County Board that this policy be utilized by all County departments, including those with elected officials as a department head. County elected officials or other department heads who wish to maintain a separate departmental policy may do so if such policy utilizes this policy as minimum guidelines **and only seeks to address additional department-specific circumstances through a departmental policy. No less restrictive department-specific policy can override the County Board policy on Acceptable Vehicle Use. Elected officials and other department heads shall provide a copy of additional, more restrictive vehicle use policies to the County Administrator upon passage of this policy and/or subsequent implementation of new departmental policies.**
3. All County vehicles, except certain unmarked vehicles (police, investigators, and Probation) will display a permanent Tazewell County seal and/or logo. County unit numbers may also be required.
4. Departments headed by an Elected Official, and **with approval of the Elected Official**, and all departments under the authority of the Board with the approval of the County Administrator, may install Global Positioning System (GPS) devices on County owned equipment.
5. Personal use, such as commuting, of a County-owned vehicle, in **some** cases is taxable to the employee. Employees properly authorized to commute using take-home vehicles shall complete records to substantiate both business and commuting miles driven in County-owned vehicles.

EMPLOYEE ACKNOWLEDGEMENT

I hereby acknowledge that I have read and understood the Tazewell County Vehicle Policy and agree to abide by all policies contained herein. I also understand that any infractions or violations of one more of these policies can result in disciplinary action up to an including dismissal.

Employee Department

Employee Printed Name

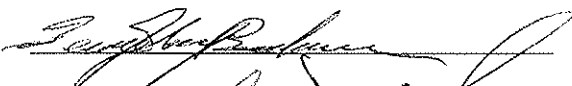

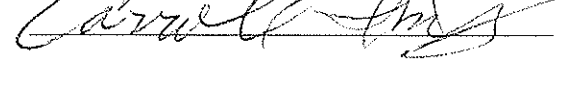
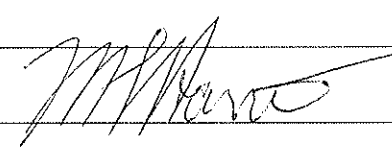
Employee Signature

Date

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

_____	_____
	_____
	_____
	_____
_____	
_____	_____
-----	-----

RESOLUTION

A RESOLUTION AUTHORIZING PARTICIPATION AS A MEMBER IN THE ILLINOIS EMERGENCY MANAGEMENT MUTUAL AID SYSTEM RESPONSE PURSUANT TO AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE COUNTY OF TAZEWELL AND THE ILLINOIS EMERGENCY SERVICES MANAGEMENT ASSOCIATION FOR THE ESTABLISHMENT OF A MUTUAL AID INTERGOVERNMENTAL SERVICE AGREEMENT

WHEREAS, Tazewell County has long since, pursuant to Ordinance, established an Emergency Management Agency of Tazewell County pertaining to appropriate functions in the case of an emergency; and

WHEREAS, it is recognized that at any given time emergency situations may occur that are beyond the capacities of Tazewell County Emergency Management Agency to deal effectively within terms of personnel, equipment and material resources; and

WHEREAS, in adopting the Illinois Emergency Management Mutual Aid System Intergovernmental Service Agreement Tazewell County, as one of the Members thereof, hereby expresses its intent to assist a nearby member jurisdiction by assigning as appropriate some of its personnel, equipment or material resources to the requesting member municipality as situations allow; and

WHEREAS, said Service Agreement is authorized by the Illinois Emergency Management Act, Section 3305/13 and pursuant to the Ordinances of Tazewell County allowing for the participation in various mutual aid agreements; and

WHEREAS, it is in the best interests of Tazewell County to provide as much as possible for assistance to the residents of and other Members of said Mutual Aid Service Agreement.

THEREFORE BE IT RESOLVED by the Tazewell County Board, Tazewell County, Illinois, as follows:

Section 1: That the above and foregoing recitals are incorporated as findings of fact in the Resolution.

Section 2: That Tazewell County, a body politic, may participate as a Member of the Illinois Emergency Management Mutual Aid System pursuant to that certain Mutual Aid Intergovernmental Service Agreement which is attached to this Resolution hereto and incorporated herein and identified as "Exhibit A".

Section 3: That the County Board Chairman be and is hereby authorized to execute, on behalf of Tazewell County, said Agreement and that the Tazewell County Clerk is authorized to attest to said Agreement.

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

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

PASSED THIS 25TH DAY OF AUGUST, 2010.

ATTEST:

Christie A. Webb
Tazewell County Clerk

[Signature]
Tazewell County Board Chairman

**Illinois Emergency Management
MUTUAL AID SYSTEM
AGREEMENT**

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in emergency management and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Illinois Emergency Management Mutual Aid System (IEMMAS) and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters, man-made catastrophes and special events, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Illinois Emergency Management Mutual Aid System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Illinois Emergency Management Mutual Aid System" (hereinafter referred to as "IEMMAS"): A definite and prearranged plan whereby response and assistance is provided to a affected/stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IEMMAS member Units and amended from time to time;
- B. "Member Unit": A unit of local government including but not limited to a city or county having an Emergency Management Program accredited/certified by the State of Illinois, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the IEMMAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of IEMMAS;
- C. "Affected/stricken Unit": A Member Unit which requests aid through the Illinois Emergency Management Agency in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to an affected/stricken Unit;
- E. "Emergency/Disaster": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the affected / stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid.

- F. "IEMA Regions": The geographically associated Member Units or unit of which have been grouped for operational efficiency and representation of those Member Units.
- G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills/exercise to implement the necessary joint operations of IEMMAS.
- H. "IESMA-MST Committee": The governing body of IEMMAS is comprised of the IEMMAS Team Leaders and Assistant Team Leaders, of whom are members of the Illinois Emergency Services Management Association.
- I. "Mobile Support Team": A group of emergency management personnel, who are members of Member Units and who are approved by the IEMMAS Executive Board and operate under guidelines as established by the IEMMAS Executive Board.
- J. "Special Event": A non-routine event that places a strain on a Member Unit's resources that may involve a large number of people and that such event requires additional planning, preparation and mitigation for public safety.

SECTION THREE

Authority and Action to Effect Mutual Aid

- A. The Member Units hereby authorize and direct their respective Emergency Manager / Coordinator or his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the IEMMAS Member Units. The aid rendered shall be to the extent of available personnel and

equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Emergency Manager / Coordinator, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.

- B. Whenever an emergency / disaster or special event occurs and conditions are such that the Emergency Manager / Coordinator, or his designee, of the affected / stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify IEMA of the nature and location of the emergency / disaster / special event and the type and amount of equipment and personnel and/or services requested from the IEMMAS, including the activation of Mobile Support Teams.
- C. The Emergency Manager / Coordinator, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:
1. Establish the incident command system at the site of the emergency.
 2. Determine what equipment, personnel and/or services is requested according to the system maintained by IEMMAS;
 3. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the affected/stricken Unit;
 4. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the affected/stricken unit in accordance with the procedures of IEMMAS;
 5. Notify the affected / stricken unit if any or all of the requested equipment, personnel and/or services cannot be provided.

SECTION FOUR

Incident Management System

The National Incident Management System shall be the standard under which this Agreement shall function. The purpose of the incident management system shall be to provide structure and coordination to the management of emergency incident operations in order to provide for the safety and health of emergency service organization personnel and other persons involved in those activities. Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the State Incident Commander at the Forward Command Post. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Emergency Manager / Coordinator or his designee; provided, however, that the party withdrawing such aid shall notify the State Incident Commander at the Forward Command Post of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

SECTION SIX

Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: personal injury, property damage. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The State of Illinois shall provide workman compensation and comprehensive liability insurance. Upon request, Member Units shall provide such evidence as herein provided to the IEMMAS members.

SECTION SEVEN

Indemnification

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

Each party requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of

the party rendering aid.

The obligations and duties set forth in this Section shall survive the end or termination of this Mutual Aid Agreement.

SECTION EIGHT

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the affected / stricken unit of the Aiding Unit's inability to respond; however, failure to immediately notify the affected / stricken unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to

the IEMMAS specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

SECTION TEN

Effectiveness

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

SECTION ELEVEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor of entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by IEMMAS without prior written consent of the parties hereto.

SECTION TWELVE

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

SECTION THIRTEEN

Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the IEMMAS mailing lists or, to other such addresses as shall be agreed upon.

SECTION FOURTEEN

Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

SECTION FIFTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION SIXTEEN

IESMA-MST Committee

The IESMA-MST Committee is hereby identified as the authority to consider, adopt and amend from time to time, as needed, rules, procedures, by-laws and any other matters deemed necessary. The IESMA-MST Committee shall consist of 3 members appointed from within each IEMMAS region, who shall serve as the voting representative of said region on IEMMAS matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be

from within the respective region and shall have all rights and privileges attendant to a representative of that region. The IESMA Executive Board as provided for in the by laws shall coordinate the activities of the IEMMAS.

SECTION SEVENTEEN

Duties of the IESMA-MST Committee

The IESMA-MST Committee shall meet regularly to conduct business and to consider and publish the rules and procedures of the IEMMAS.

SECTION EIGHTEEN

Rules and Procedures

Rules, procedures of the IEMMAS shall be established by the IESMA-MST Committee as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the IEMMAS.

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures of the IEMMAS as established by the IESMA-MST Committee to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Illinois Emergency Management Mutual Aid System

Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.



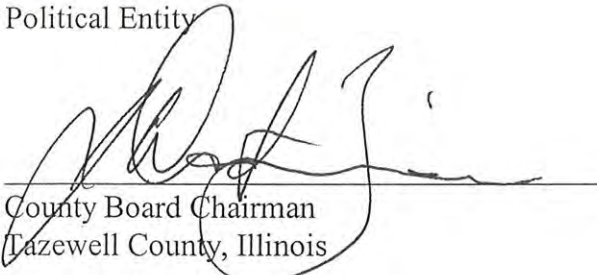
President
Illinois Emergency Service Management Association

September 23 2010
DATE



IEMMAS Chairperson


September 23, 2010
DATE

Political Entity


County Board Chairman
Tazewell County, Illinois

August 25. 2010
DATE

ATTEST:



County Clerk
Tazewell County, Illinois

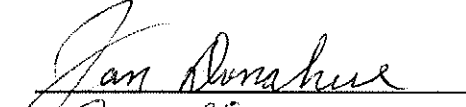
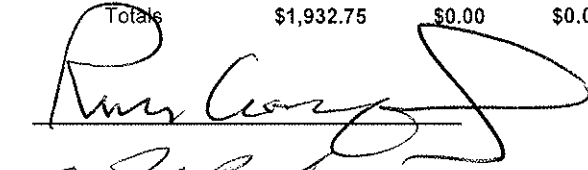

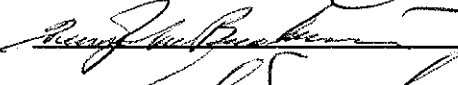
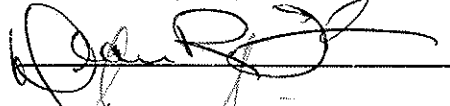

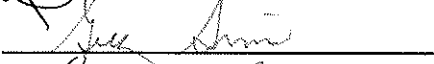
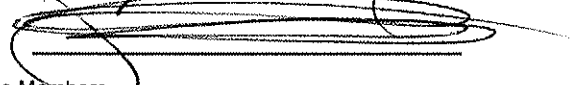


August 25. 2010
DATE

IEMMAS-ILLINOIS-COUNTY-AGREEMENT

08/03/2010

Tazewell County Monthly Resolution List - August 2010

RES#	Account	Type	Account Name	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Treasurer
08-10-001	0710032H	SAL	JOSEPH A. CHILES	657.00	0.00	0.00	35.75	350.00	271.25
08-10-002	0710042H	SAL	JOHN B. PFISTER	640.00	0.00	0.00	35.75	350.00	254.25
08-10-003	0610925	SAL	CITY OF EAST PEORIA	635.75	0.00	0.00	35.75	350.00	250.00
Totals				\$1,932.75	\$0.00	\$0.00	\$107.25	\$1,050.00	\$775.50

			
		Clerk Fees	\$0.00
		Recorder/Sec of State Fees	\$107.25
		Total to County	\$882.75
	Committee Members		
			



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

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

GROVELAND TOWNSHIP

PERMANENT PARCEL NUMBER: 05-05-06-317-018

As described in certificate(s) : 000688 sold October 2007

and it appearing to the Executive Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Joseph A. Chiles, has bid \$657.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$271.25 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$35.75 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$657.00.

THEREFORE, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWell COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$271.25 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 25th day of August, 2010

ATTEST:

Christie A Webb
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

08-10-001



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

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

SPRING LAKE TOWNSHIP

PERMANENT PARCEL NUMBER: 08-14-02-202-009

As described in certificate(s) : 000909 sold October 2007

and it appearing to the Executive Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, John B. Pfister, has bid \$640.00 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$254.25 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$35.75 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$640.00.

THEREFORE, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWEILL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$254.25 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 25th day of August, 2010

ATTEST:

Christie A. Webb
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

08-10-002



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

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

GROVELAND TOWNSHIP

PERMANENT PARCEL NUMBER: 05-05-11-204-020

As described in certificate(s) : 000745 sold October 2007

and it appearing to the Executive Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, City of East Peoria, has bid \$635.75 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$250.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$35.75 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$635.75.

THEREFORE, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$250.00 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 25 day of August, 2010

ATTEST:

Christee A. Webb
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

08-10-003

INSTRUCTIONS FOR RESOLUTIONS
(Please keep this copy with packet until routing is complete)
Revised: June 2008

- 1) Agent mails to Committee for approval:
 - a) Original resolution with appropriate disbursement checks attached to each
 - b) Monthly Resolution List
 - c) Cover Resolution (1st time only)

- 2) Committee:
 - a) reviews resolutions and submits to full County Board
 - b) Cover Resolution & Resolution List are presented to County Board Members in their monthly packet

- 3) County Board:
 - a) **Dates each resolution with date of adoption or provides a copy of the Master Resolution which indicates the date of adoption.**
 - b) Chairman signs each resolution
 - c) County Clerk seals and attests each resolution
 - d) Retains Original of each resolution and copies each executed resolutions 2 times
 - e) Delivers to Treasurer the 2 copies with all checks

- 4) County Treasurer:
 - a) signs all checks
 - b) retains one copy of each resolution
 - c) retains Treasurer's check(s) for deposit
 - d) forwards Clerk's check (if any) to clerk
 - e) returns 1 copy of each resolution with Agent, Auctioneer & Recorder checks to:
(& if necessary any refund checks)

County Delinquent Tax Agent
ATTN: RESOLUTIONS
P. O. Box 96
Edwardsville, IL 62025

Approval of Appointments

Motion by Member Donahue, second by Member Meisinger to approve Appointments a-k. Motion carried by Voice Vote.

APPOINTMENT

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

Rosemary Palmer who resides at 6404 Bass Road, Manito IL 61546

to the Tazewell County Extension Board

for a term commencing August 25, 2010 and expiring April 30, 2011.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Rosemary Palmer to the Tazewell County Extension Board and we recommend said appointment be approved.

Jan Monahan
Carroll Smig
[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]
[Signature]

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Rosemary Palmer to the Tazewell County Extension Board.

The County Clerk shall notify the County Board Office (2 - Copies) and the County Board Office will notify Earl Allen, 1505 Valle Vista, Pekin, IL 61554 of this action.

PASSED THIS 25th DAY OF August, 2010.

ATTEST:

Christie A. Webb
Tazewell County Clerk

[Signature]
Tazewell County Board Chairman

APPOINTMENT

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

David Jones who resides at 313 E. Greenwood, Morton, IL 61550

to the Tri-County Regional Planning Commission

for a term commencing August 25, 2010 and expiring December 31, 2010.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of David Jones to the Tri-County Planning Commission and we recommend said appointment be approved.

Jan Donahue
Parroll Imig
[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]
[Signature]

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of David Jones to the Tri-County Planning Commission.

The County Clerk shall notify the County Board Office (2 - Copies) and the County Board Office will notify Terry Kohlbuss, 411 Hamilton, Ste. 2001, Peoria, IL 61820 of this action.

PASSED THIS 25th DAY OF August, 2010

ATTEST:

Christie Allwell
Tazewell County Clerk

[Signature]
Tazewell County Board Chairman

APPOINTMENT

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

Mark Berg who resides at 7414 Airport Road, Manito, IL 61546 to the Spring Lake Drainage District for a term commencing August 31, 2010 and expiring August 31, 2013.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Mark Berg to the Spring Lake Drainage District and we recommend said appointment be approved.

Jan Bernabue

Carroll Smith

Ray McKeown

Dean [Signature]

[Signature]

[Signature]

~~[Signature]~~

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Mark Berg to the Spring Lake Drainage District.

The County Clerk shall notify the County Board Office (2 – Copies) and the County Board Office will notify Atty. Mark McGrath, PO Box 139, Mackinaw, IL 61755 of this action.

PASSED THIS 25th DAY OF August, 2010.

ATTEST:

Christie Alessi
Tazewell County Clerk

[Signature]
Tazewell County Board Chairman

APPOINTMENT

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

Jerry Vanderheydt who resides at 1326 Hilltop Dr., Pekin, IL 61554
to the Central IL Agency on Aging for a term commencing August 25, 2010 and expiring
September 30, 2013.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Jerry Vanderheydt to the
Central IL Agency on Aging and we recommend said appointment be approved.

Jan Renahue
Carroll Smig
Nancy Thomas
Dean [Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]
[Signature]

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Jerry Vanderheydt to the Central IL Agency on Aging.

The County Clerk shall notify the County Board Office (2 – Copies) and the County Board Office will notify JoAnn Thomas, Dir., 700 Hamilton Blvd., Peoria, IL 61603 of this action.

PASSED THIS 25th DAY OF August, 2010.

ATTEST:

Christie A. Webb
Tazewell County Clerk

[Signature]
Tazewell County Board Chairman

APPOINTMENT


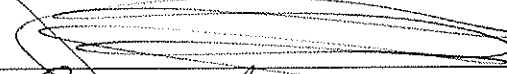

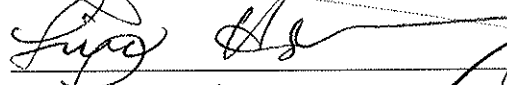
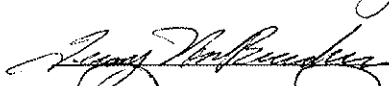
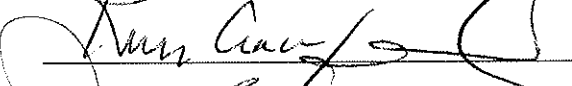

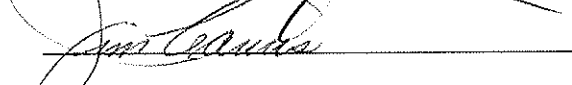
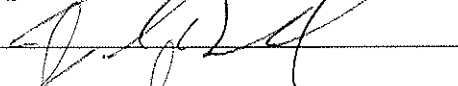

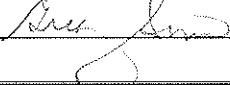
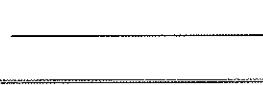
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint

Mark Weyrich who resides at 15190 Christmas Tree Road, Green Valley, IL 61534 to the Union Drainage District No. 1 for a term commencing September 1, 2010 and expiring September 1, 2013.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Mark Weyrich to the Union Drainage District No. 1 and we recommend said appointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Mark Weyrich to the Union Drainage District No. 1.

The County Clerk shall notify the County Board Office (2 – Copies) and the County Board Office will notify W. Thad Kuhfuss, Atty., 342 Elizabeth St., Pekin, IL 61554 of this action.

PASSED THIS 25th DAY OF August, 2010.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

REAPPOINTMENT


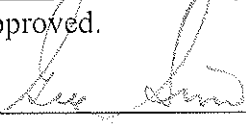



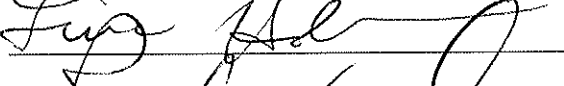

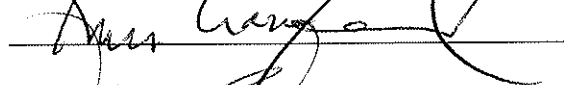

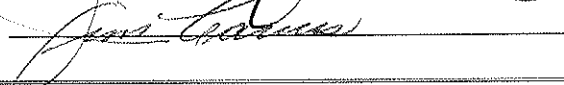
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

J. D. Proehl who resides at 9776 Warner Road, Manito, IL 61546 to the Hickory Grove Drainage and Levee District for a term commencing August 31, 2010 and expiring August 31, 2013.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of J. D. Proehl to the Hickory Grove Drainage and Levee District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of J. D. Proehl to the Hickory Grove Drainage and Levee District.

The County Clerk shall notify the County Board Office (2-copies) and the County Board Office will notify William H. Knuppel, Atty., 124 W. Market St., Havana, IL 62644 of this action.

PASSED THIS 25th DAY OF August, 2010.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

REAPPOINTMENT

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

Gene C. Nafziger who resides at 31740 Lagoon Road, Minier, IL 61759 to the West Fork Drainage District for a term commencing August 31, 2010 and expiring September 1, 2013.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Gene C. Nafziger to the West Fork Drainage District and we recommend said reappointment be approved.

Jan Donahue
Carroll Smig
Angela Barber
Dean [Signature]

[Signature]
[Signature]
[Signature]
[Signature]

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Gene C. Nafziger to the West Fork Drainage District.

The County Clerk shall notify the County Board Office (2-copies) and the County Board Office will notify W. Thad Kuhfuss, Atty., 342 Elizabeth St., Pekin, IL 61554 of this action.

PASSED THIS 25th DAY OF August, 2010.

ATTEST:

Christie A. Webb
Tazewell County Clerk

[Signature]
Tazewell County Board Chairman

REAPPOINTMENT

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

Brian Frank who resides at 7356 Mason Road, Manito, IL 61546 to the Mackinaw River Drainage and Levee District No. 1 for a term commencing August 31, 2010 and expiring August 31, 2013.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Brian Frank to the Mackinaw River Drainage and Levee District No. 1 and we recommend said reappointment be approved

Jan Donahue
Carroll Imig
Raymond Burkman
Dean [Signature]
[Signature]

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Brian Frank to the Mackinaw River Drainage and Levee District No. 1.

The County Clerk shall notify the County Board Office (2-copies) and the County Board Office will notify Lou Miller, Atty., PO Box 669, Pekin, IL 61554 of this action.

PASSED THIS 25th DAY OF August, 2010.

ATTEST:

Christie A. Webb
Tazewell County Clerk

[Signature]
Tazewell County Board Chairman

REAPPOINTMENT

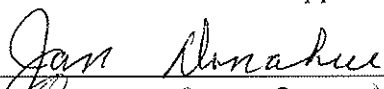

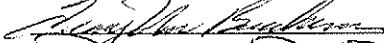

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint



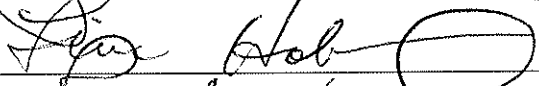
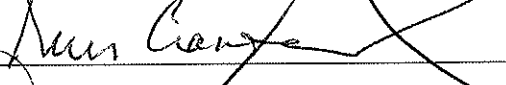
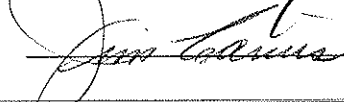
Darel Knaak who resides at 13538 Cedar St., Manito, IL 61546 to the Cincinnati Drainage District for a term commencing August 31, 2010 and expiring August 31, 2013.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Darel Knaak to the Cincinnati Drainage District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Darel Knaak to the Cincinnati Drainage District.

The County Clerk shall notify the County Board Office (2-copies) and the County Board Office will notify Atty. Lou Miller, PO Box 669, Pekin, IL of this action.

PASSED THIS 25th DAY OF August, 2010.

ATTEST:


 Tazewell County Clerk


 Tazewell County Board Chairman

REAPPOINTMENT

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

Ken Wehr who resides at 721 Arlan Dr., Pekin, IL 61554 to the Lake Arlan Drainage District for a term commencing August 31, 2010 and expiring August 31, 2013.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Ken Wehr to the Lake Arlan Drainage District and we recommend said reappointment be approved.

Jan Donahue
Carroll Imig
Deann

Ken Wehr
Ken Wehr
Ken Wehr
Ken Wehr

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Ken Wehr to the Lake Arlan Drainage District.

The County Clerk shall notify the County Board Office (2-copies) and the County Board Office will notify Atty. Scott Kriegsman, 109 S. 4th St., Pekin, IL 61554 of this action.

PASSED THIS 25th DAY OF August, 2010.

ATTEST:

Christie Allee
Tazewell County Clerk

David Zimmerman
Tazewell County Board Chairman

REAPPOINTMENT

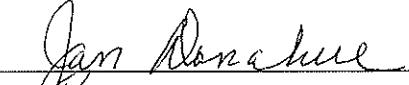




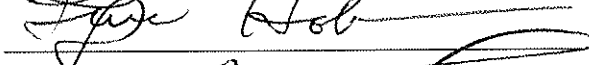
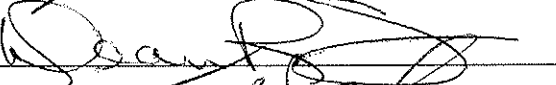
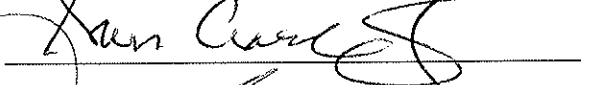
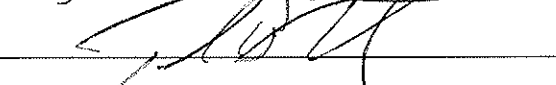
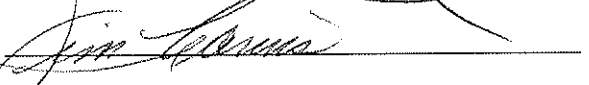
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

Joseph Wuellner who resides at 305 Spruce St., Pekin, IL 61554 to the Lake Arlan Drainage District for a term commencing August 31, 2010 and expiring August 31, 2013.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Joseph Wuellner to the Lake Arlan Drainage District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Joseph Wuellner to the Lake Arlan Drainage District.

The County Clerk shall notify the County Board Office (2-copies) and the County Board Office will notify Atty Scott Kriegsman, 109 S. 4th St., Pekin, IL 61554 of this action.

PASSED THIS 25th DAY OF August, 2010.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

Resolution # 1

Motion by Member Imig, second by Member Sundell to approve resolution # 1. Motion approved by Roll Call Vote.

Aye: Carius, Donahue, B.Grimm, D.Grimm, Harris, Hillegonds, Hobson, Imig, Neuhauser, Stanford, Sundell, Vanderheydt and VonBoeckman.

13

Nay: Ackerman, Antonini, Crawford, Hahn, Meisinger, Palmer and Sinn

7

Absent: Berardi

1

**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 rejected and the petition for said Rezoning be denied by the County Board, with the attached finding of facts.

As presented this 10th day of August, 2010.

Case No. 10-44-Z Scott and Barbara Theede

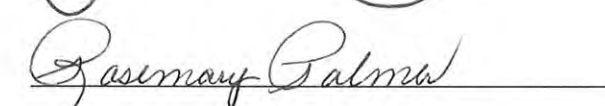
All of Which is
Respectfully Submitted,











1. *The proposed amendment shall not be detrimental to the orderly development of Tazewell County.*

NEGATIVE. The proposed amendment will allow for the possible development of three new dwellings on lots with a minimum area of 10 acres. Although this is not a substantial amount of development, Spring Garden Road and Warner Road used to access the property from the north and east, respectively, are gravel and not suitable for regular travel. Also, specialty crops are raised in the area, and continued residential development in the area could lead to conflicts between agricultural uses and residential uses. As a result of concerns about roads in the area and potential conflicts with agriculture, the proposed amendment will be detrimental to orderly development.

2. *The proposed amendment shall not be detrimental to or endanger the public health, safety, morals or general welfare of Tazewell County.*

NEGATIVE. The proposed amendment will allow for three new dwellings, and while a paved road will access the dwellings from the south, substandard roads serve the area from the north. Also, continued rural development in this area could lead to future conflicts with specialty agriculture that occurs in the area. Therefore, the proposed amendment could contribute to the endangerment of public safety and the general welfare of the area.

3. *The request is consistent with existing uses of property within the general area of the property in question.*

NEGATIVE. While large-lot residences and residential subdivisions exist within the general area, specialty agriculture occurs in the area, and continued residential development in this area could lead to future conflicts between the uses and be detrimental to agriculture. Therefore, the request is judged not to be 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.*

NEGATIVE. Although property adjacent to the north was recently rezoned to the A-2 classification this property is closer to specialty crops grown in the area and the addition of 2-3 new residences could lead to conflicts between uses and detrimental to agriculture uses.

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

NEGATIVE. The existing A-1 zoning classification allows for agriculture and will not allow for three additional dwellings. Specialty crops are grown in the area, and continued residential development in this area could lead to conflicts between uses and be detrimental to agriculture. Therefore, the property is most suitable for agriculture and the A-1 zoning classification.

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

NEGATIVE. The proposed A-2 zoning classification will allow for the possibility of three new dwellings. While this is not a substantial amount of development, continued rural development in this area could lead to conflicts with specialty agriculture and be detrimental to agriculture in the area. Therefore, the property is not suitable for the rural uses that could be developed under the proposed 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.*

NEGATIVE. The trend of development in the general area is toward rural development, however to exert additional rural development in this immediate location could create conflict with the existing agricultural uses..

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.*

NEGATIVE. While development in the general area has been toward rural development, the majority of this particular parcel (approximately 25 acres) is farmed, and specialty agriculture occurs in the general area. Therefore, the parcel is not considered to be vacant as zoned.

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.

10. *The relative gain to the public as compared to the hardship imposed upon the individual property owner.*

NEGATIVE. The proposed rezoning will allow for a maximum of three new dwellings. While this is not a substantial amount of development, continued rural development in this area could make the provision of services problematic and inefficient due to the substandard condition of some area roads. Also, continued rural development could lead to conflicts with specialty agriculture in the area. Therefore, the cost to the public outweighs the hardship imposed upon the property owner.

11. *The proposed amendment is consistent with the goals, objectives, and policies of the Tazewell County Comprehensive Plan.*

NEGATIVE. The proposed amendment is contrary to the following Tazewell County Comprehensive Plan objectives:

- Minimize conflicts and incompatibilities between agriculture and land uses.

**AN ORDINANCE AMENDING TITLE 7,
CHAPTER 1, ZONING-CODE OF TAZEWELL COUNTY
ON PETITION OF SCOTT AND BARBARA THEEDE**

(Zoning Board Case No. 10-44-Z)

WHEREAS, a petition has been filed with the County Clerk of Tazewell County, Illinois, By Scott and Barbara Theede 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 an A-2 Agriculture District; and

WHEREAS, a public hearing on said application designated as Zoning Board Case No. 10-44-Z as held by the Tazewell County Zoning Board of Appeals on August 3, 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 the development of potentially three rural type dwelling sites on lots with a minimum area of 10 acres that is consistent with the surrounding area and similar lots sizes and uses of this nature that already exist.

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 development which will be compatible with the agricultural and large lot rural uses in the general area. As a result of this compatibility, the proposed amendment will not endanger the public health, safety, morals or general welfare.

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 rural development, and large-lot rural development exist adjacent to the property to the north along Warner Road, an unimproved road. Multiple single-family dwellings exist in Northview Estates to the east and Vernon Acres Estates to the south within one half mile of the subject property. 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. Property adjacent to the north was recently rezoned to the A-2 classification. Therefore, the request is 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. Although the property is suitable for the uses under the existing zoning, the proposed zoning allows for more options for the owner of the property but still remains consistent with the spirit and intent of the A-1 Zoning Agriculture. Part of the property is irrigated, however Tazewell County Soil and Water submitted a report indicating approval as prime farmland was not being removed from production.

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 continued agricultural uses and the possibility of rural development on lots 10 acres in size. Large lot development has occurred in the general area.

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 consists of mixed uses of large lot rural development, agriculture and specialty crops. There are large-lot rural subdivisions in the general area, and land adjacent to the north was recently rezoned to the A-2 classification.

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. Land development in the area also consists of large lot development and agriculture and allowing the A-2 Zoning allows the owner additional options while still maintaining the integrity of the Agriculture aspect of the area.

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.

10. *The relative gain to the public as compared to the hardship imposed upon the individual property owner.*

POSITIVE. The land is not well suited for agriculture, thus creating some hardship and the proposal of large lot development will be compatible with the existing surrounding uses including the agricultural uses and specialty crops

11. *The proposed amendment is consistent with the goals, objectives, and policies of the Tazewell County Comprehensive Plan.*

POSITIVE. The plan supports minimizing incompatibilities between Agriculture and other uses. The proposed Amendment will still be in harmony and compatible with Agriculture uses in the immediate area and yet be consistent with the large lot rural and agricultural development that has also occurred in the area. Further as the Comprehensive Plan states, the Land Use Map may indentify a specific land use pattern, however in this case the uses differ due to the trend in the area over the years.

which findings of fact are hereby adopted by the County Board as the reason for Approving the Rezoning request.

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

SECTION I. The petition of Scott and Barbara Theede 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 an A-2 Agriculture District for the following described property:

Currently a Part of P.I.N. 08-15-16-100-004; an approximate 38.12 acre parcel located in part of the West half of the Northwest Quarter of Section 16, Township 23 North, Range 6 West of the Third Principal Meridian, Spring Lake Township, Tazewell County, Illinois

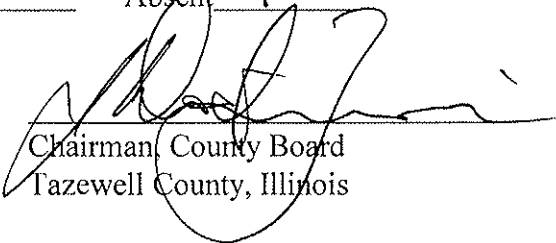
located at 8664 Armbrust Road, Manito, Illinois.

is hereby granted.

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

PASSED AND ADOPTED this 25th day of August, 2010

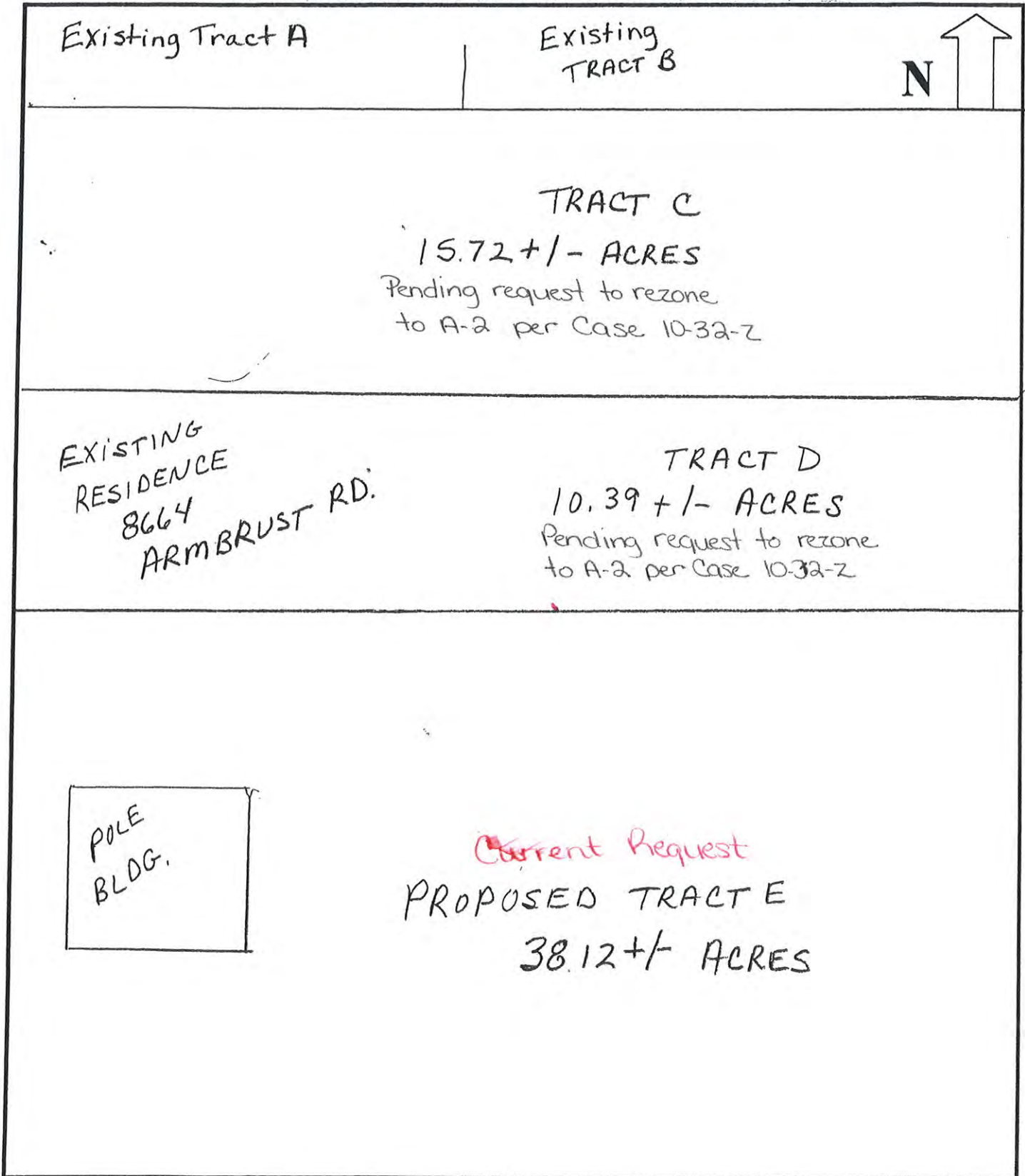
Ayes 13 Nays 7 Absent 1


Chairman, County Board
Tazewell County, Illinois

ATTEST:

Christee All Webb
County Clerk
Tazewell County, Illinois

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. NORTH SHOULD BE AT THE TOP OF THE PAGE WHEN YOU BEGIN!!



SITE PLAN

SPRING GARDEN RD

WARNER RD.

-001
120

200

-005

100

-003
80.33

CH 16 MANITO RD

-004
59.99

1406.46

1406.46

390

-003
17.2

-001
38.26

-003
40

1405.47

300

1405.47

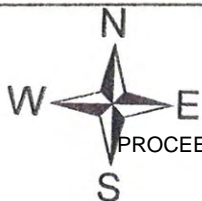
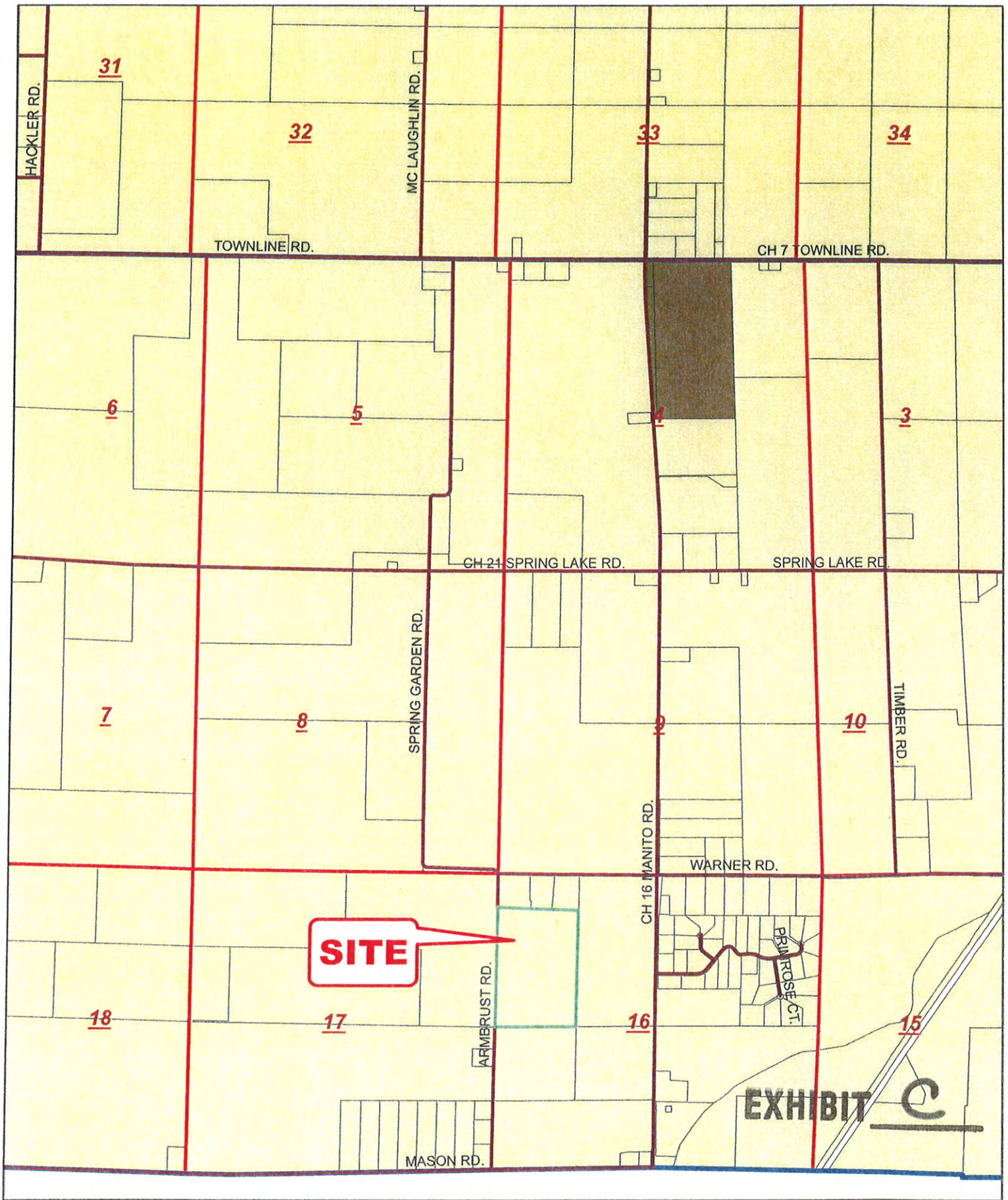
ARMIBRUST RD

EXHIBIT B

-005

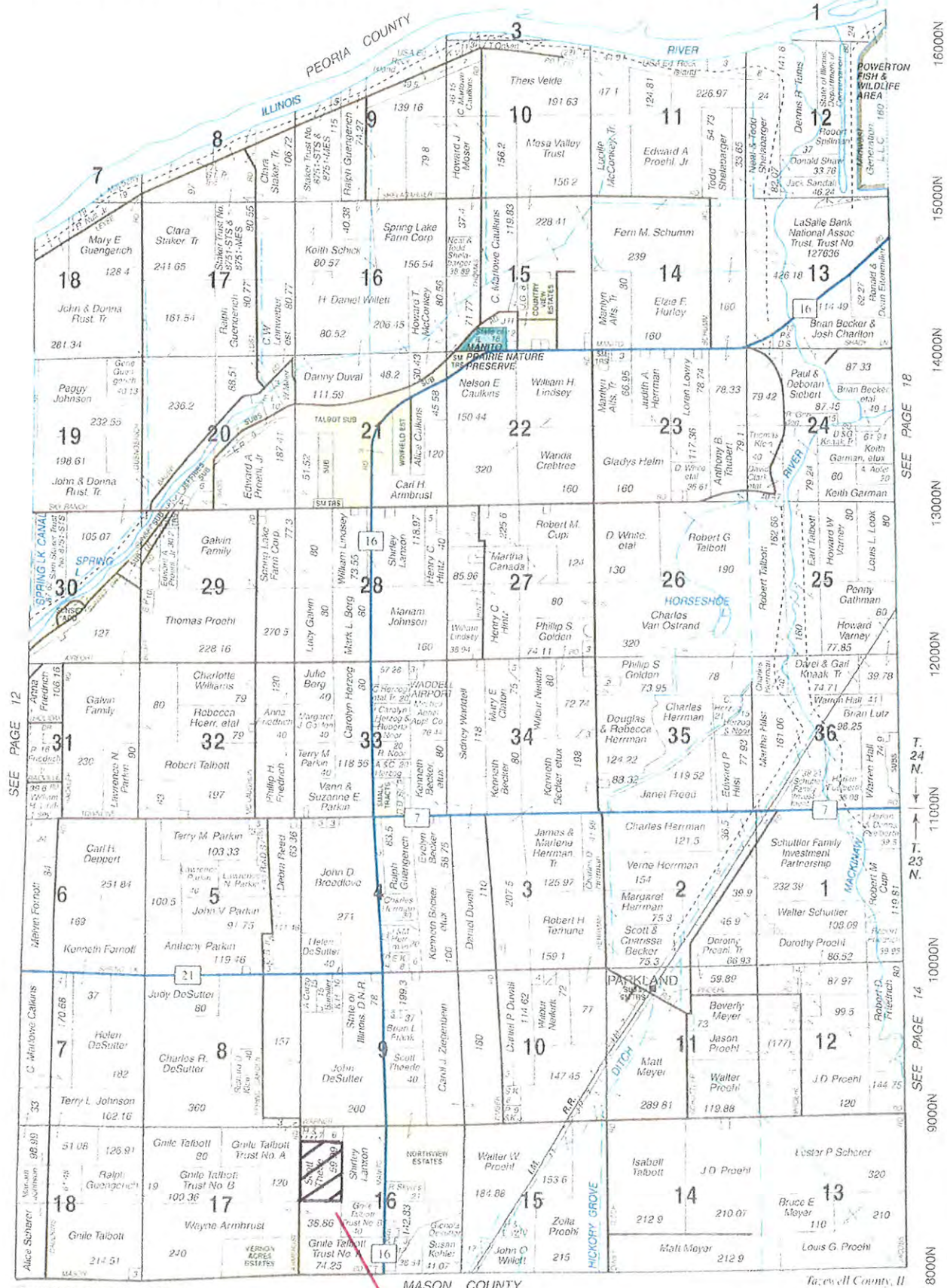
-001

-005



Zoning Districts		District	
	C-1		CONS
	A-1		C-2
	A-2		I-1
	<all other values>		CITY
			I-2
			R-R
	R-1		MULTI-ZONE
	R-2		

EXHIBIT C



© 2005 Rockford Map Publ., Inc. 5000E 6000E 7000E 8000E 9000E 11000E
 SEE PAGE 12 SEE PAGE 18 SEE PAGE 14
 T. 24 N. T. 23 N. T. 22 N. T. 21 N. T. 20 N. T. 19 N. T. 18 N. T. 17 N. T. 16 N. T. 15 N. T. 14 N. T. 13 N. T. 12 N. T. 11 N. T. 10 N. T. 9 N. T. 8 N. T. 7 N. T. 6 N. T. 5 N. T. 4 N. T. 3 N. T. 2 N. T. 1 N.

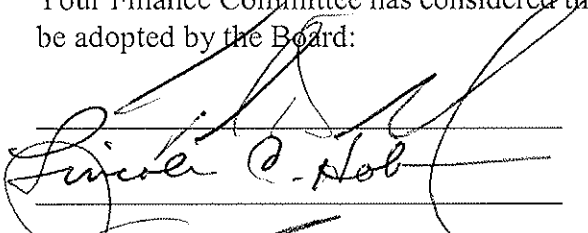
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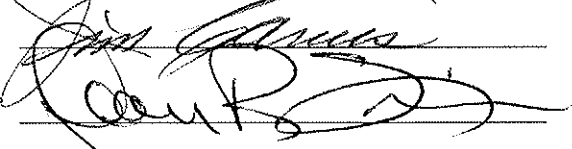
Resolution # 12

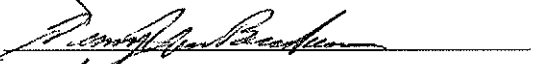
Motion by Member Vanderheydt, second by Member Neuhauser to approve Resolution # 12 as amended. Length goes from 36 to 39 months, including converting 10 years of data at \$12,500 and a couple of changes from the State's Attorney. Amendment carried by Voice Vote.


Mr. Chairman and Members of the Tazewell County Board:

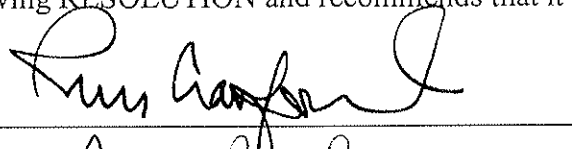
Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

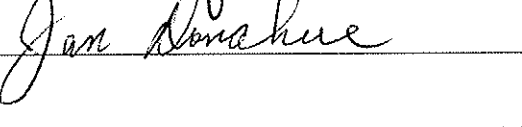


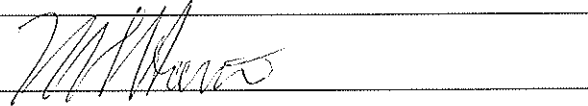












RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to enter into the attached Agreement with Devnet for a Windows-Based tax software system; and

WHEREAS, the software system will be used and accessed by multiple County departments and will increase operational efficiencies and reduce costs; and


WHEREAS, the Committee recommends including 10 years of historical data at a one time cost of \$12,500; and

THEREFORE BE IT RESOLVED that the County Board approve this agreement, approve the purchase of historical data, authorize the County Administrator to notify the County's existing tax software vendor of its intent to cancel contracts 2006.001, 2006.003, 2006.004 and 2006.005 effective November 30, 2010 and authorize the County Board Chairman to execute this agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Assessments, the Treasurer Michael J. Gentry, President, Devnet, Inc., 2254 Oakland Dr., Sycamore, IL 60178 and the Auditor of this action.

PASSED THIS 25TH DAY OF AUGUST, 2010.

ATTEST:



 County Clerk



 County Board Chairman

TABLE OF CONTENTS

ARTICLE	PAGE
Recitals.....	2
ARTICLE 1 - Definitions.....	2
ARTICLE 2 - Description of Services	4
ARTICLE 3 - Joint Responsibilities	9
ARTICLE 4 - TAZEWELL COUNTY Responsibilities	10
ARTICLE 5 - Term and Extensions.....	13
ARTICLE 6 - Price and Payment	13
ARTICLE 7 - Ownership; Limited License Granted.....	15
ARTICLE 8 - Confidentiality and Nondisclosure.....	15
ARTICLE 9 - Warranty.....	18
ARTICLE 10 - Indemnification	19
ARTICLE 11- Changes.....	19
ARTICLE 12 - Force Majeure.....	20
ARTICLE 13 - Termination.....	20
ARTICLE 14 - Assignment	21
ARTICLE 15 - Miscellaneous	21
ARTICLE 16 - Entire Agreement	23

AGREEMENT FOR DEVNET, INC. SERVICES

This "Agreement" dated September 1, 2010 ("Effective Date") is between DEVNET, INC., (DEVNET), an Illinois Corporation, having its principal offices at 2254 Oakland Dr., Sycamore, Illinois 60178, and TAZEWELL COUNTY, State (TAZEWELL COUNTY), an State unit of local government, having its principal offices at TAZEWELL County Courthouse, 11 S. 4th St., Pekin, IL 61554.

Recitals

WHEREAS, DEVNET is in the business of providing software development to units of local government and others; and

WHEREAS, TAZEWELL COUNTY desires to update and modernize its property tax software;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DEVNET and TAZEWELL COUNTY ("the Parties") hereby agree as follows:

ARTICLE 1 - Definitions

- 1.1 **ACCEPTANCE** The term "acceptance" means the first date and time that the DEVNET Property Tax Software System is delivered to TAZEWELL COUNTY, is installed on TAZEWELL COUNTY's hardware, and is certified by a representative of each of the parties hereto as being in full compliance with the terms of this Agreement.
- 1.2 **APPLICATION ERROR** The term "application error" means an error in an application program that causes it to fail and terminate abnormally.
- 1.3 **APPLICATION PROGRAM** The term "Application Program" means the software programs developed and exclusively owned by DEVNET which will allow TAZEWELL COUNTY to operate its Property Tax database.
- 1.4 **CUSTOMIZED CHANGES** The term "customized changes" means a program or system change specific to the needs of TAZEWELL COUNTY and that no other current client of DEVNET has requested on or before the date of acceptance.
- 1.5 **DATABASE ERROR** The term "database error" means an error or corruption in a database that causes an application program to fail or to present inaccurate or corrupted data to the user. These errors can be caused by hardware failure, operating system failure or incorrect configuration of database hardware or software and are not caused by an error in the DEVNET Property Tax Software System.

- 1.6 **TAZEWELL COUNTY DATABASES** The term "TAZEWELL COUNTY Databases" means the Property Tax data prepared and managed by TAZEWELL COUNTY that are stored in electronic format and which are accessible by TAZEWELL COUNTY's computer system.
- 1.7 **TAZEWELL COUNTY EQUIPMENT** The term "TAZEWELL COUNTY Equipment" means the equipment owned (or leased), operated and maintained by the TAZEWELL COUNTY. By way of illustration, but not limitation, TAZEWELL COUNTY Equipment includes: access to mainframe, minicomputer, and LAN server platforms where "TAZEWELL COUNTY Databases reside, and the communications equipment required to link the TAZEWELL COUNTY Databases to any satellite location(s).
- 1.8 **TAZEWELL COUNTY SOFTWARE** The term "TAZEWELL COUNTY Software" means application software, database management software, and operating system software that runs on TAZEWELL COUNTY Equipment and TAZEWELL COUNTY Databases and/or other software all of which are owned (or licensed from third parties), and maintained by TAZEWELL COUNTY (or TAZEWELL COUNTY's third party vendors), not DEVNET.
- 1.9 **DOCUMENTATION** The term "Documentation" means User manuals, TAZEWELL COUNTY training literature, other written materials that DEVNET normally provides, or will provide with the services set forth herein and verbal representations made at sales demonstrations by authorized DEVNET personnel.
- 1.10 **GIS** The term "GIS" means geographic information system.
- 1.11 **DEVNET PROPERTY TAX SOFTWARE SYSTEM** The term "DEVNET Property Tax Software System" means all of the application programs, source codes, database definitions and documentation necessary for the purpose of processing Property Taxes. Such a system includes, but is not limited to, functions for processing Property Taxes, extensions, billings and collections.
- 1.12 **SOFTWARE MAINTENANCE** The terms "software maintenance" means an ongoing process of modernizing, repairing and enhancing an existing software system.
- 1.13 **SOFTWARE SUPPORT** The term "software support" means the ongoing process of providing services to the users of a software system that allows them to make proper and efficient use of the system. These services include user training, repair of data corrupted by database errors and answering user questions.

ARTICLE 2 - Description of Services

- 2.1 DEVNET shall provide TAZEWELL COUNTY the DEVNET Property Tax Software System as described below for the fees set forth herein on the dates listed in Paragraph 2.4 below.
- 2.2 DEVNET shall develop, maintain and support a Property Tax Software System for use by TAZEWELL COUNTY in the ordinary course of its business.
- 2.3 DEVNET shall provide its own development tools for the development of the DEVNET Property Tax Software System. DEVNET will also be responsible for setting up a testing and development Windows Server 2003 or 2008 network within its own offices for such purposes.
- 2.4 DEVNET shall supply the following modules in the DEVNET Property Tax Software System. As the software develops, the list shall be updated and modified as priorities change. This list does not include some of the minor functions of the system as they are intended to be included in the larger modules.

Property Tax Assessment

- a. Parcel Maintenance due upon execution of Agreement, includes:
 - i. Name and Address Maintenance
 - ii. Legal Description Maintenance
 - iii. Site Address Maintenance
 - iv. Exemption Maintenance
 - v. Parcel Split and Combinations
 - vi. Time Memo Maintenance

This is the module that the Assessor uses to change valuations, property classes, legal descriptions, name and address, etc. This module is also used to add new parcels due to a split or combination.

- b. Farmland Processing due upon execution of Agreement
 - i. Soils Maintenance
 - ii. Farmland Reporting
 - iii. Farmland Calculations
- c. Equalization due upon execution of Agreement
- d. Notices and Reporting due upon execution of Agreement
- e. State Abstracts (PTAB 280 and Reclass attachment) due upon execution of Agreement
- f. Inquiry due upon execution of Agreement
- g. Board of Review due upon execution of Agreement

- i. Hearing (Docket) Maintenance
 - ii. Hearing Notices
 - iii. Tentative Board of Review Changes
 - iv. Parcel Maintenance
 - v. Docket Reporting
 - vi. Final Decision Notices
 - vii. Equalization
 - viii. State Abstracts (PTAB 260 and Reclass attachment)
 - ix. \$100,000.00 tax reduction notices
- h. Assessment Level Change and Rollover to County Clerk due upon execution of Agreement.
 - i. Assessor functions for Certificates of Error due upon execution of Agreement.

Property Tax Extension

- a. Tax District maintenance due upon execution of Agreement
- b. State Abstracts (PTAB 260 and re-class attachment) due upon execution of Agreement
- c. Parcel Maintenance upon execution of Agreement, includes:
 - i. State Assessed Certified Railroads
 - ii. Parcel TIF information
 - iii. Enterprise Zones

This module allows the County Clerk's office to change the Tax Codes on a specific parcel when necessary. It allows the Clerk's office to enter the valuations for the State Assessed Railroads and Pollution control parcels. It allows the Clerk to set up Enterprise Zones.
- d. Notices and Reporting due upon execution of Agreement
- e. State Equalization due upon execution of Agreement
- f. Calculation and Reports due upon execution of Agreement, includes:
 - i. Equalized Assessed Value
 - ii. Tax District Rates
 - iii. Tax District Extensions
 - iv. Tax Cap
- g. Rollover to County Collector due upon execution of Agreement
- h. Tape to tape transfer from banks

Property Tax Collection/Distribution

- a. Tax Billing due upon execution of Agreement, includes:
 - i. Mortgage Company Tapes
 - ii. Hard Copy Bills
- b. Tax Collection and Distribution due upon execution of Agreement
- c. Treasurer functions for Certificates of Error due upon execution of Agreement
- d. Delinquent Notices due upon execution of Agreement
- e. Tax Sale Processing due upon execution of Agreement
- f. Forfeiture Maintenance upon execution of Agreement
- g. Reports and inquiry due upon execution of Agreement

Tax Sale Redemption

- a. Tax Sale Parcel Management upon execution of Agreement
- b. Redemption Processing due upon execution of Agreement, includes:
 - i. Print Estimates of Redemption
 - ii. Tax Buyer Fee Maintenance
 - iii. Tax Buyer Maintenance
 - iv. Print Checks to Tax Buyers
- c. Reports and inquiry due upon execution of Agreement

Drainage Modules

- a. Drainage Parcel Maintenance due upon execution of Agreement, includes:
 - i. Name and Address Maintenance
 - ii. Legal Description Maintenance
 - iii. Site Address Maintenance
 - iv. Exemption Maintenance
 - v. Time Memo Maintenance

This allows TAZEWELL COUNTY to maintain Drainage information on Drainage parcels. This will allow TAZEWELL COUNTY to add new Drainage information to a parcel.

- b. Drainage Collection. This will be made part of the Real Estate Collection Module and is due upon execution of Agreement
- c. Drainage Distribution. This will be made part of the Real Estate Distribution module and is due upon execution of Agreement

- d. Notices and Reporting due upon execution of Agreement

Mobile Home Module

- a. Mobile Home Maintenance due upon execution of Agreement, includes:
 - i. Name and Address Maintenance
 - vi. Vehicle information Maintenance
 - vii. Calculate/print Mobile Home Tax Bills

This allows TAZEWELL COUNTY to maintain Mobile Home information on Mobile Homes. This will allow TAZEWELL COUNTY to add new Mobile Home information.

- b. Mobile Home Collection. This will be made part of the Real Estate Collection Module and is due upon execution of Agreement.
- c. Mobile Home Distribution. This will be made part of the Real Estate Distribution module and is due upon execution of Agreement.
- d. Notices and Reporting due upon execution of Agreement.

Online Property Inquiry (wEdge)

- a. Flexible, extensible search engine due upon execution of Agreement
- b. View any information for a property, including CAMA attributes, PDF tax bill copies, ownership, delinquent tax history, property photographs, sketches, and more due upon execution of Agreement
- c. Data redaction features allow sensitive data to be hidden from public view due upon execution of Agreement
- d. Uses latest Web 2.0 technologies, including AJAX and Web services due upon execution of Agreement
- e. Complies with XHTML 1.1 and CSS3 standards for maximum cross-browser compatibility due upon execution of Agreement
- f. Follows Section 508 and WAI-AAA accessibility standards due upon execution of Agreement
- g. Highly customizable look-and-feel. Can be made to look like a native part of almost any website due upon execution of Agreement

- 2.5 **SECURITY.** All modules shall contain sufficient levels of security to prevent unauthorized users from modifying data in any way.

DEVNET intends to certify the DEVNET Inc. Property Tax System's compatibility with additional operating systems as DEVNET determines these operating systems are acceptable platforms for the use of the DEVNET Inc. Property Tax System.

- b. Software support includes all training, and retraining of TAZEWELL COUNTY Personnel. It includes the diagnosis and correction of errors that may occur in the database due to a hardware or network problem. It includes telephone and on site support for major processes such as printing Real Estate tax bills, printing notices etc. If any support is required during weekends or after normal business hours, DEVNET requests that a 2-day advance notice be given, so DEVNET can have staff available to help. DEVNET understands that any advance notice may not be possible and as such we will provide the person or persons designated by TAZEWELL COUNTY with pager and/or home phone numbers of DEVNET staff members. Software support also includes telephone support for any "how to" questions that any member of the clients staff may have.
 - c. Software support shall not include any customized changes to the system, after the system is accepted by TAZEWELL COUNTY.
 - d. Undertaking enhancements as mutually agreed upon by the Parties at an additional cost to be mutually agreed in writing.
 - e. DEVNET shall reasonably respond to TAZEWELL COUNTY'S phone calls by return telephone call. However, there are may be times when the programmer is not immediately available. In these isolated cases DEVNET guarantees a response time of not more than two (2) hours from the time of the initial call. TAZEWELL COUNTY shall have the option to contact the project manager or head of DEVNET'S support division to have the problem reassigned.
- 2.10 The design for the DEVNET Property Tax Software System must include all of the basic functionality necessary for following the legal requirements to process Property taxes in the State of Illinois.

ARTICLE 3 - Joint Responsibilities

- 3.1 The parties shall codevelop a TAZEWELL COUNTY Training Program to instruct TAZEWELL COUNTY personnel in the use of DEVNET Property Tax Software System.
- 3.2 Product design, to ensure consistency of interface and operation of TAZEWELL COUNTY Databases.
- 3.3 Technology planning, to ensure adequate infrastructure necessary to deliver any expanded services.
- 3.4 Change control planning, to ensure orderly maintenance and enhancement of TAZEWELL COUNTY Databases.

ARTICLE 4 - TAZEWELL COUNTY Responsibilities

- 4.1 TAZEWELL COUNTY shall take the steps necessary, including the activities set forth in the following provisions, to enable DEVNET, in accordance with a mutually agreed upon schedule, to develop, install, test and maintain the DEVNET Property Tax Software System in TAZEWELL COUNTY's Databases.
- 4.2 TAZEWELL COUNTY shall allow DEVNET scheduled access to TAZEWELL COUNTY Equipment and TAZEWELL COUNTY Software relevant to the DEVNET Property Tax Software System to obtain the needed access to its software and equipment, in order to allow DEVNET to develop, install, test and maintain the DEVNET Property Tax Software System in TAZEWELL COUNTY's Databases. Any delay by TAZEWELL COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.
- 4.3 TAZEWELL COUNTY shall take all necessary actions in order to allow DEVNET scheduled access to the TAZEWELL Software and TAZEWELL Equipment seven days a week, 24 hours a day, if possible, when DEVNET determines that such access is required by DEVNET and it is mutually agreed by TAZEWELL COUNTY. Any delay by TAZEWELL COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time. DEVNET also requires scheduled access seven days a week, 24 hours a day to TAZEWELL COUNTY property tax databases and property tax servers via modem or Internet connection.
- 4.4 TAZEWELL COUNTY shall provide guidelines to DEVNET regarding use of information contained in the TAZEWELL Databases and such other information as DEVNET may require to perform its work as described in this Agreement. Any delay by TAZEWELL COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.
- 4.5 TAZEWELL COUNTY, upon prior review and written authorization, shall allow DEVNET to use TAZEWELL COUNTY'S name in promoting DEVNET to potential users and other customers and will allow DEVNET to use, copies obtained at DEVNET'S expense at a time convenient to TAZEWELL COUNTY, the TAZEWELL Databases for demonstration of the DEVNET Property Tax Software System to potential users and other customers. Notice of this paragraph shall follow the provisions of Paragraph 15.1 herein.
- 4.6 If TAZEWELL COUNTY makes modifications to its hardware and/or software (including operating systems) that are incompatible with the DEVNET Property Tax Software System, efforts by DEVNET to make necessary revisions due to such change(s) will be billable to TAZEWELL COUNTY at DEVNET's then-current rates for time and materials. Any delay by TAZEWELL COUNTY in their performance of its obligations under this paragraph shall extend all due dates and maintenance obligations of DEVNET herein by a like amount of time.
- 4.7 TAZEWELL COUNTY shall provide infrastructure and hosting of the DEVNET Online Property Inquiry System.

- 4.8 On or before the commencement of work to be performed by DEVNET pursuant to this Agreement, TAZEWELL COUNTY shall obtain and have in full operation the following hardware for installation and operation of the DEVNET Property Tax Software System:

Hardware Requirements for DEVNET Products

Hardware may be purchased from any third-party vendor of the County's choice. Please note that the county or third party vendor is responsible for setting up the file server and all required third-party software including the Active Directory/domain and SQL Server.

Server Specifications

Minimum

- ⊖ 3.00 GHz single core Processor
- ⊖ 4 GB Ram
- ⊖ *200 GB+ available hard drive space in a RAID-1(mirroring) or RAID-5 array (10K 3G SAS drives preferred)
- ⊖ 48X CDROM-Rewritable
- ⊖ Video adapter capable of 1280 x 1024 resolution
- ⊖ 17" LCD monitor capable of 1280 x 1024 resolution
- ⊖ Tape backup drive with ARCserve or Symantec Backup Exec backup software
- ⊖ Internal 56K/V.90 Fax Modem (not necessary when VPN remote access is available)
- ⊖ High Speed Internet Access
- ⊖ 100/1000 Mb Ethernet Adapter
- ⊖ Mouse
- ⊖ Uninterruptible Power Supply
- ⊖ Windows Server 2003 or 2008
- ⊖ Microsoft SQL Server 2005 or 2008

Preferred

- ⊖ 2.00+ GHz Dual or Quad-Core Processor
- ⊖ 8 GB RAM
- ⊖ 72 GB+ hard drive space in a RAID-1(mirroring) or RAID-5 array for Windows OS, SQL Server Application, and Virtual Memory file
- ⊖ *500 GB+ available hard drive space in a RAID-1(mirroring) or RAID-5 array (10K 3G SAS drives, 15K preferred) for SQL Data, Image & Sketch files
- ⊖ DVD-RW Drive
- ⊖ Video adapter capable of 1280 x 1024 resolution
- ⊖ 17" LCD monitor capable of 1280 x 1024 resolution
- ⊖ Tape backup drive with ARCserve or Symantec Backup Exec backup software
- ⊖ Internal 56K/V.90 Fax Modem. (not necessary when VPN remote access is available)
- ⊖ High Speed Internet Access
- ⊖ 100/1000 Mb Ethernet Adapter
- ⊖ Mouse
- ⊖ Uninterruptible Power Supply
- ⊖ Windows Server 2003 or 2008
- ⊖ Microsoft SQL Server 2005 or 2008

* The storage space required may vary depending on the number of parcels, images, sketches, and documents. Additionally the amount of historical documents added will impact the storage requirements.

Workstation Specifications

Minimum

- Ⓢ 2.0+ GHz single core Processor
- Ⓢ 1GB RAM (2GB for CAMA)
- Ⓢ 20GB+ hard drive
- Ⓢ CD-ROM or DVD Drive
- Ⓢ Video adapter capable of 1280 x 1024 resolution
- Ⓢ 19" standard width monitor capable of 1280 x 1024 resolution
- Ⓢ Windows XP Professional/Vista Business/Windows 7 Professional
- Ⓢ 10/100/1000 Mb Ethernet Adapter
- Ⓢ Mouse

Preferred

- Ⓢ 2.0+ GHz dual core Processor (or better)
- Ⓢ 2 GB RAM
- Ⓢ 40GB+ hard drive
- Ⓢ CD-RW Drive or DVD-RW
- Ⓢ Video adapter capable of 1280 x 1024 resolution
- Ⓢ 21" standard width monitor capable of 1280 x 1024 resolution
- Ⓢ Windows XP Professional/Vista Business/Windows 7 Professional
- Ⓢ 10/100/1000 Mb Ethernet Adapter
- Ⓢ Mouse

Field Data Collection Tablet PCs

- Ⓢ Tablet PC running Windows XP Tablet PC Edition, Vista Business, or Windows 7 Professional
- Ⓢ SQL server 2008 Express or Standard depending on database size
- Ⓢ 3.00+ GHz Processor (or better)
- Ⓢ 2 GB RAM
- Ⓢ 100GB+ hard drive
- Ⓢ 12.1" or larger screen capable of 1280 x 1024 resolution
- Ⓢ 10/100/1000 Mb Ethernet Adapter 100 GB hard drive or better

Recommended hardware: Motion Computing® Touch Screen Tablet LE 1600TS. Many accessories for field data collection are available on their website. Please refer to www.motioncomputing.com.

CD/DVD Writer

A CD or DVD burner is required to allow the County to send DEVNET monthly updates of the database. The burner can be located on the server or a workstation.

Printers

DEVNET applications are compatible with most laser printers.

Bar Code Reader

DEVNET recommends the following bar code products:

- Ⓢ American MicroSystem Decoder w/wand
- Ⓢ Aubrey's Software Free Internet Client download version

Document Scanning

DEVNET recommends Fujitsu scanners for use with its imaging applications. When imaging is used within DEVNET applications, one or more licenses of LeadTools imaging toolkit are required. The LeadTools software can be provided with the installation of DEVNET software applications.

ARTICLE 5 - Term and Extensions

- 5.1 The initial term of this agreement shall be thirty-nine (39) months from the date hereof subject to article 13. The agreement will terminate at midnight on its thirty-ninth month anniversary if either party provides written notice of intention to terminate at least 90 days in advance of the thirty-ninth month anniversary. Upon the failure of either party to provide such timely written notice of intention to terminate, the term shall be extended automatically for a (3) three year period at a price increase of five per cent of the current contract year 3 pricing agreement. Any written notice under this Article shall conform to the requirements of Paragraph 15.1

ARTICLE 6 - Price and Payment

- 6.1 The payment schedule set forth herein is priced over the following five years, payable quarterly, effective from the date of execution of this Agreement.

Year 01 (2010-2011): For services received by TAZEWELL COUNTY under this Agreement during Year 01, TAZEWELL COUNTY shall pay to DEVNET the sum of \$76,252.16, payable as follows:

- A. the sum of \$17,723.75 upon execution of this Agreement; and,
- B. the sum of \$19,509.47 on or before December 1, 2010; and,
- C. the sum of \$19,509.47 on or before March 1, 2011; and,
- D. the sum of \$19,509.47 on or before June 1, 2011.

The sums payable for Year 01 services shall be apportioned as follows:

- i. \$61,140.00 for software license, maintenance and support
- ii. \$9,755.00 for Online Property Inquiry software (wEdge)
- iii. \$5,357.16 for additional data conversion

- 6.2 Year 02 (2011-2012): For services received by TAZEWELL COUNTY under this Agreement during Year 02, TAZEWELL COUNTY shall pay to DEVNET the sum of \$54,627.88, payable as follows:

- A. the sum of \$13,656.97 on or before September 1, 2011; and,
- B. the sum of \$13,656.97 on or before December 1, 2011; and,
- C. the sum of \$13,656.97 on or before March 1, 2012; and,
- D. the sum of \$13,656.97 on or before June 1, 2012.

The sums payable for Year 02 services shall be apportioned as follows:

- i. \$44,230.00 for software license, maintenance and support
- ii. \$3,255.00 for Online Property Inquiry software (wEdge)
- iii. \$7,142.88 for additional data conversion

6.3 Year 03 (2012-2013): For services received by TAZEWELL COUNTY under this Agreement during Year 03, TAZEWELL COUNTY shall pay to DEVNET the sum of \$47,485.00, payable as follows:

- A. the sum of \$11,871.25 on or before September 1, 2012; and,
- B. the sum of \$11,871.25 on or before December 1, 2012; and,
- C. the sum of \$11,871.25 on or before March 1, 2013; and,
- D. the sum of \$11,871.25 on or before June 1, 2013.

The sums payable for Year 03 services shall be apportioned as follows:

- i. \$44,230.00 for software license, maintenance and support
- ii. \$3,255.00 for Online Property Inquiry software (wEdge)

6.4 Year 04 -- First quarter only (months 37-39): For services received by TAZEWELL COUNTY under this Agreement during Year 04- first quarter only, TAZEWELL COUNTY shall pay to DEVNET the sum of \$0.00, payable as follows:

- A. the sum of \$0.00 on or before September 1, 2013.

The sums payable for Year 04 -- First quarter only, services shall be apportioned as follows:

- i. \$ 0.00 for software license, maintenance and support
- ii. \$ 0.00 for Online Property Inquiry software (wEdge)

ARTICLE 7 - Ownership; Limited License Granted

- 7.1 Except as provided in Article 7.2 below, no licenses are granted hereunder. In no event shall title to any software, equipment, or asset pass from DEVNET to TAZEWELL COUNTY, nor shall title to any TAZEWELL Equipment or TAZEWELL Software or asset pass from TAZEWELL COUNTY to DEVNET. DEVNET, shall have exclusive ownership and property rights in the DEVNET Property Tax Software System, Documentation, Demonstration Program, DEVNET's TAZEWELL Training Program, Data Screens, Interfaces and Marketing Literature.
- 7.2 Upon execution of this Agreement, DEVNET shall grant TAZEWELL a nontransferable license to use for TAZEWELL's internal business purposes only the compiled application programs of the DEVNET Property Tax Software System that resides on TAZEWELL Equipment. Except as set forth herein, TAZEWELL may not use, sublicense, distribute or dispose the licensed portion of the DEVNET Property Tax Software System, or any modified forms thereof, in any manner whatsoever. TAZEWELL will protect against the disclosure of the DEVNET Property Tax Software System in accordance with Article 8 below. The license granted under this Article 7.2 will be immediately revoked in the event the TAZEWELL breaches any of these provisions. TAZEWELL COUNTY shall be allowed to make one or more copies of this software for the purpose of routine system backup and archival.
- 7.3 DEVNET shall own the copyright and have free and clear title to all Property Tax software developed pursuant to this Agreement, including all extensions thereof.

ARTICLE 8 - Confidentiality and Nondisclosure

- 8.1 DEVNET and TAZEWELL COUNTY intend to disclose to each other information, which may include confidential information in connection with this Agreement. The term "Confidential Information" shall mean any information or data which is divulged by a Party to the other Party under or in contemplation of this Agreement and which (a) if in tangible form or other media that can be converted to readable form, is marked as proprietary, confidential or private when disclosed, or (b) if oral or visual, is identified as proprietary, confidential, or private on disclosure and is summarized in a writing so marked and delivered within ten (10) days following such disclosure. Confidential Information may be either the property of the disclosing Party or information provided to the disclosing Party by a "corporate affiliate" of the disclosing Party or by a third party. For TAZEWELL COUNTY, "corporate affiliates" means governmental employees, agencies and bodies, and all persons or entities employed or otherwise engaged thereby, provided that persons or entities that are not governmental employees shall be required to execute appropriate nondisclosure agreements before obtaining access to DEVNET's Confidential Information.
- 8.2 The confidentiality and nondisclosure provisions set forth herein are intended to encompass the corporate affiliates of the Parties. Consequently, affiliates of either Party may disclose Confidential Information to the other Party or its affiliates, and affiliates of either Party may receive Confidential Information from the other Party or its affiliates. The terms "disclosing Party" and Receiving Party shall include affiliates of the Parties hereto with respect to Confidential Information disclosed or received by the affiliates. The rights and obligations of the Parties shall inure to the benefit of their respective corporate affiliates and may be

directly enforced by such affiliates.

8.3 The receiving Party acknowledges value to the disclosing Party of all Confidential Information. With respect to Confidential information, the recipient shall:

- a) use the Confidential Information only as required for this Agreement
- b) restrict disclosure of the Confidential Information solely to those employees of such Party and its affiliates with a need to know and not dispose it to any other person or entity without the prior written consent of the disposing Party;
- c) advise those employees who gain access to Confidential Information of their obligations with respect to the Confidential Information; and
- d) make only the number of copies of the Confidential information necessary to disseminate the Information to those employees who are entitled to have access to it, and ensure that all confidentiality notices set forth on the Confidential Information are reproduced in full on such copies.

For the purposes of this Article 8 only, "employees" includes third parties retained for temporary administrative, Clerical or programming support. A need to know means that the employee requires the Confidential Information in order to perform his or her responsibilities in connection with this Agreement.

8.4 The obligations of Article 8.3 above shall not apply to any Confidential Information which the recipient can demonstrate:

- a. is or becomes available to the public through no breach of this Agreement;
- b. was previously known by the recipient without any obligation to hold in confidence;
- c. is received from a third party free to disclose such information without restriction;
- d. is independently developed by the recipient without the use of Confidential Information of the disclosing Party;
- e. is approved for release by written authorization of the disposing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization;
- f. is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or
- g. is disclosed in response to a valid order of a court and other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for the purposes of such order; provided, however, that the recipient shall first notify divulging Party of the order and permit the disclosing Party to seek an appropriate protective order.

8.5 Except where otherwise required by law or court order, Confidential information, including permitted copies, shall be deemed the property of the disclosing Party. The recipient shall, within twenty (20) days of a written request by the disclosing Party, return all Confidential information, including all copies thereof, to the disposing Party or, if so directed by the disclosing Party, destroy all such Confidential information.

- 8.6 Both Parties agree that an impending or existing violation of any provision of this Agreement would cause the disclosing Party irreparable injury for which it would have no adequate remedy at law, and that the disclosing Party shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.
- 8.7 All obligations undertaken respecting Confidential information provided hereunder shall survive any expiration or termination of this Agreement.

ARTICLE 9 - Warranty

- 9.1 DEVNET warrants that the DEVNET Property Tax Software System, for the term of this agreement, when used under normal operating conditions, will function in material conformance with the Documentation. TAZEWELL COUNTY's initial remedy for any failure of the DEVNET Property Tax Software System to so function shall be to contact DEVNET and to have it remedy the failure to function. If DEVNET cannot so remedy that failure within a reasonable time, TAZEWELL COUNTY shall be permitted to secure its own reasonable remedy for that failure.
- 9.2 The warranties provided in this Agreement do not cover malfunctions or failure caused by:
- a. TAZEWELL COUNTY's modification or relocation of the TAZEWELL equipment or software, unless mutually agreed upon in writing prior to each such modification or relocation.
 - b. TAZEWELL COUNTY's or any third party's abuse, misuse or negligence;
 - c. Power failure or surges, lightning, fire, flood, accident, and other events outside DEVNET's reasonable control;
 - d. TAZEWELL COUNTY's failure to fulfill its contractual obligations set forth in this Agreement; and
 - e. Hardware, network or operating system failure.
- 9.3 Except for the warranties expressly set forth above in this Article 9, DEVNET makes no other warranties of any kind, express or implied, regarding the DEVNET Property Tax Software System, any component thereof, any work to be performed by DEVNET hereunder, or otherwise with respect to this Agreement, and all other warranties (including, but not limited to, any warranties of merchantability or fitness for a particular purpose) are expressly disclaimed and excluded, to the maximum extent permissible by applicable law.
- 9.4 Client expressly acknowledges that systems made available or accessible on or through the internet or other public networks cannot be guaranteed to be totally secure and that no security measures are impenetrable. If, pursuant to this Agreement, client is licensing or otherwise being provided by DEVNET with any program, product, or component that will be made available or accessible on or through the internet or any other public network (e.g., DEVNET'S "wEdge" product), client acknowledges that, as between the parties, client (and not DEVNET) is solely and exclusively responsible for deploying, monitoring, and maintaining appropriate security measures, systems, and infrastructure (e.g., firewalls) that reasonably and appropriately protect, and prevent unauthorized access to, client's systems, data, and other resources. Without limiting the provisions of Article 9.3, DEVNET expressly does not represent, warrant, or covenant that any such DEVNET-provided program, product, or component shall be available or accessible on a completely uninterrupted or error-free basis. DEVNET shall not have any obligation or liability with respect to: (I) inaccuracies, errors, or omissions in data or information provided by third parties or that arise in the transmission of any data or information over the internet or other public networks; or (II) security breaches or incidents that result from causes not under the control of DEVNET.

ARTICLE 10 - Indemnification

- 10.1 TAZEWELL COUNTY shall defend, indemnify and hold harmless DEVNET, its employees, directors, and shareholders against all claims by third parties (including legal fees and expenses) to the extent that such claims arise out of TAZEWELL COUNTY's negligent acts or omissions under this Agreement or failure to perform its obligations hereunder. TAZEWELL COUNTY shall promptly notify DEVNET of any claim. TAZEWELL COUNTY shall fully cooperate with DEVNET in the defense of said claim. This obligation to indemnify shall survive termination or expiration of this Agreement.

- 10.2 DEVNET shall defend, indemnify and hold harmless TAZEWELL COUNTY, its employees and agents against all claims by third parties (including legal fees and expenses) to the extent that such claims arise out of DEVNET'S negligent acts or omissions under this Agreement or failure to perform its obligations hereunder. DEVNET shall promptly notify TAZEWELL COUNTY of any claim. DEVNET shall cooperate fully with TAZEWELL COUNTY in the defense of said claim. This obligation to indemnify shall survive termination or expiration of this Agreement.

ARTICLE 11 – Changes

- 11.1 DEVNET shall not perform any service or provide any deliverables not specified herein or act upon any request for additions, deletions and/or changes (hereinafter "Changes") not specified in this Agreement or amendment thereto without the prior written consent of TAZEWELL COUNTY. Such written consent will be in the form of a Change Control Document. The costs for said services shall be mutually agreed upon prior to the commencement of any such work or provision of any such deliverables. This paragraph is subject to Paragraph 15.1 – Notices.

ARTICLE 12- Force Majeure

- 12.1 DEVNET shall not be liable in any way for any delay, failure, losses, damages or expenses due to any of the following: any cause beyond DEVNET's reasonable control, including but not limited to, fires, floods, epidemics, quarantine restrictions, unusually severe weather, manufacturer's delays, strikes, embargoes, explosions, power blackouts, wars, labor disputes, acts of civil disobedience, acts of Civil or military authorities, acts of nature, acts of public enemies, acts or omissions of carriers or any court order connected with the Modification of Final Judgment, which may delay, hinder, or prevent performance under this Agreement; provided that DEVNET has exercised reasonable measures, if feasible, to mitigate such delay or failure.

ARTICLE 13- Termination

- 13.1 If either Party (hereinafter "Defaulting Party") at any time neglects, fails, or refuses to perform under any of the material provisions of this Agreement, then the other Party may serve upon the Defaulting Party a Notice to Cure said neglect, failure or refusal to perform. The notice to cure shall specify the alleged neglect, failure, or refusal and shall be served as provided for service of notices in paragraph 15.1 herein. If, within fifteen (15) days of the date of service of such notice, the Defaulting Party has not fully cured all the items indicated therein, or presented a plan acceptable to the other Party to cure such items, then upon expiration of said fifteen (15) days, the other Party may, at its option, elect to serve a Notice of Termination as provided in paragraph 13.2 hereinbelow.
- 13.2 In addition to termination pursuant to Article 5, if either Party (hereinafter "Defaulting Party") at any time neglects, fails, or refuses to perform under any of the material provisions of this Agreement within thirty (thirty) days of service of the Notice to Cure provided in paragraph 13.1 hereinabove, then the other Party may serve upon the Defaulting Party notice of its intention to terminate this Agreement. The notice of termination shall specify the alleged neglect, failure, or refusal and shall be served by registered mail. If, within thirty (30) days of the date of service of such notice, the Defaulting Party has not fully cured all the Defaults indicated therein, or presented a plan acceptable to the other Party to cure such Defaults, then upon expiration of said thirty (30) days, the other Party may, at its option, elect to terminate this Agreement by providing the Defaulting Party a second written notice. This paragraph is subject to Paragraph 15.1 – Notices.
- 13.3 The right of either Party to terminate this Agreement shall not be affected by its failure to take action with respect to any previous Default.
- 13.4 In the event one Party desires to terminate this Agreement before expiration of the Term when there is not a Default, and the Parties are unable to agree upon a fair and equitable settlement, the Parties will submit the matter to binding arbitration. Each Party will select one (1) arbitrator each with the two (2) selected arbitrators agreeing upon the third arbitrator.

ARTICLE 14 - Assignment

- 14.1 This Agreement is not assignable by either Party without the written consent of the other, which consent shall not be unreasonably withheld.

ARTICLE 15 - Miscellaneous

- 15.1 **Notices** Except as otherwise provided for herein, any notice, communication or demand which under the terms of this Agreement or under any statute must or may be given or made by either Party to the other shall be in writing and shall reference this Agreement. Such notice shall be conveyed by personal delivery, facsimile during business hours with hard copy to follow within 24 hours, or certified, express, overnight or other mail service which provides proof of receipt, addressed to the respective Parties at the following addresses:

To DEVNET: DEVNET, Inc.
 2254 Oakland Dr.
 Sycamore, Illinois 60178
 Facsimile: (815)758-5214

To TAZEWELL: TAZEWELL County Courthouse
 11 S. 4th St.
 Pekin, IL 61554

The date upon which such notice is so personally delivered, or, if the notice is given by said mail service or facsimile the date which it is received by the addressee, shall be deemed to be the date of such notice, irrespective of the date appearing thereon.

- 15.2 **Independent Contractor** DEVNET and TAZEWELL COUNTY are acting hereunder as independent contractors and under no circumstances shall any of the employees of one Party be deemed the employees of the other for any purpose. This Agreement shall not be construed so as to constitute DEVNET and TAZEWELL COUNTY as partners or joint venturers, or as authority for either Party to act for the other Party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other except to the extent and for the purposes provided for herein. DEVNET certifies that it has purchased standard business insurance.
- 15.3 **Governing Law** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Illinois.
- 15.4 **Publicity** Neither Party may, without the other Party's prior written consent, publish or otherwise use advertising, sales promotion materials, press releases or other publicity materials naming the DEVNET Property Tax Software System except as otherwise set forth herein, or other matters under this Agreement where the names, marks or services of the other Party are mentioned or used.

- 15.5 **Order of Precedence** In the event of a conflict between the terms and conditions contained in the body of this Agreement and those contained in an attachment to this Agreement, the terms and conditions set forth in the body of this Agreement shall take precedence.
- 15.6 **Severability** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- 15.7 **Non-Waiver** Failure of either Party to insist in any instance upon strict performance by the other Party of any of the provisions of this Agreement shall not be construed or deemed to be a waiver of such provision, or any other provision hereof.
- 15.8 **Exclusive Remedies** The remedies set forth in this Agreement shall be the Parties' sole and exclusive remedies, both in contract and in tort, for each other's breach of this Agreement.
- 15.9 **Compliance with Laws** Each Party shall comply with all applicable laws and regulations that pertain to its performance of its obligations and exercise of its rights under this Agreement. Both parties shall conduct their respective actions under this Agreement in such manner as to comply in all respects with the laws of the United States of America, the State of Illinois, and any other State, Federal or Local agency or unit of government that may legally control or direct the actions of either party. In the event any provision of this Agreement shall now or at any time in the future be in conflict with any such law, rule, ordinance, decision or other writing of any such governmental agency or unit of government, then said provision shall be null and void and of no force and effect, and the remainder of this Agreement shall continue in full force and effect as if said provision had not been included herein.
- 15.10 **Binding Effect** This Agreement shall be binding on each Party's successors and assigns, upon signature.
- 15.11 **Approvals** This Agreement shall not be binding upon DEVNET until it is approved and signed by the DEVNET official authorized to sign this Agreement and all county officials and officers required by statute or ordinance to execute it.
- 15.12 **Survival** The provisions of paragraphs 7.2, 7.3, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 10.1 and 10.2 shall survive the term of this Agreement, whether said termination is for cause or by expiration of time.

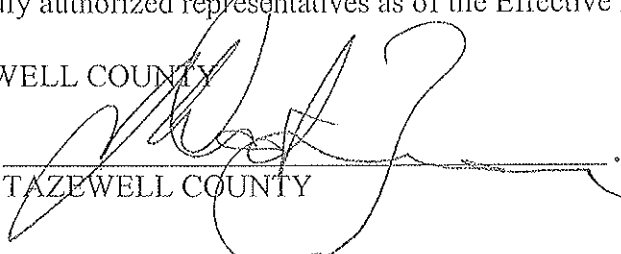
ARTICLE 16 - Entire Agreement

16.1 This Agreement, including the Amendments attached hereto, if any, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, negotiations, representations, commitments, documents and all other communications between the Parties, both oral and written. It may not be released, discharged or modified except by an instrument in writing signed by a duly authorized representative of each of the Parties. The terms of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any form document, such as a purchase order, submitted by either Party to the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first set forth above.

TAZEWELL COUNTY

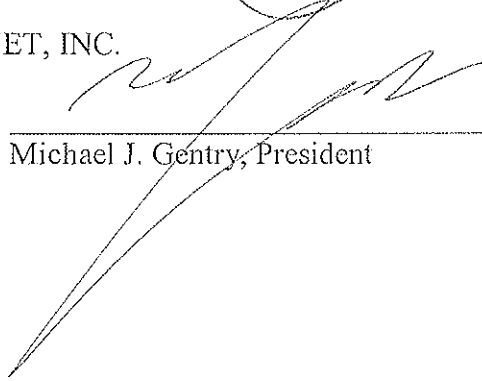
By:



TAZEWELL COUNTY

DEVNET, INC.

By:




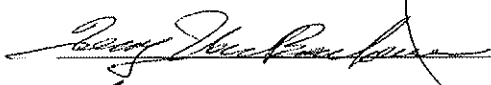
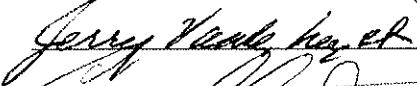
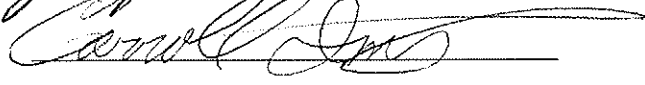
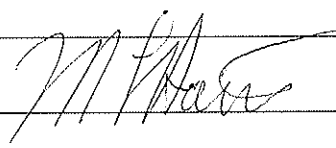
Michael J. Gentry, President

Resolution # 13

Motion by Member B. Grimm, second by Member Harris to approve resolution # 13. Motion 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 the following Budget Line transfer:

Transfer \$15,500.00 from Risk Management Contingency Line Item (219-914-566-000) to Risk Management General Liability Line Item (219-914-533-507); and


WHEREAS, the transfer of funds is needed to offset increased liability premiums.

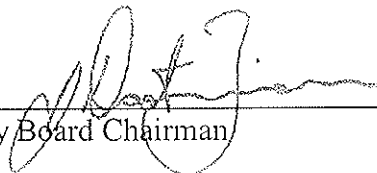
THEREFORE BE IT RESOLVED that the County Board approve the transfer of funds.

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

PASSED THIS 25TH DAY OF AUGUST, 2010.

ATTEST:


County Clerk


County Board Chairman


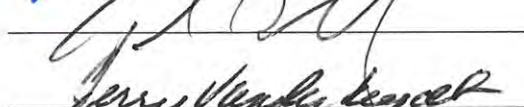
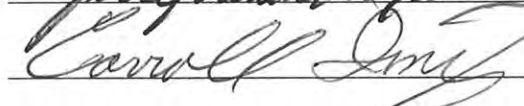
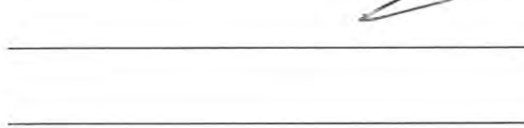
Resolution # 18

Motion by Member Crawford, second by Member Palmer to approve resolution # 18. Motion carried by Voice Vote.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

	_____
	_____
	_____
	_____
_____	_____
_____	_____

RESOLUTION

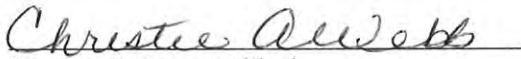
WHEREAS, the County's Property Committee recommends to the County Board to approve the Lease Agreement with Attorney Kirk Bode for office space rental in the Monge Building; and

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Attorney Kirk Bode, 19 S. Capitol Street, IL 61554 and the Auditor of this action. + Community Development

PASSED THIS 25TH DAY OF AUGUST, 2010.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

MONGE BUILDING LEASE AGREEMENT

This lease agreement is entered into between the lessor and the lessee this 26th day of August, 2010 at Pekin, Illinois.

1. **Definitions.** Unless the context expressly provides otherwise, the following terms shall have the following meanings:
 - (a) "common area" shall mean all areas and facilities in the Monge Building which are provided and designated by the lessor for the general use and convenience of the lessee and other lessees in the Monge Building and their respective agents, employees, customers, guests, and invitees. Common areas include without limitation, the land and facilities used for parking, landscaped areas, walks and sidewalks, arcades, corridors, loading areas, sanitary sewers, utility lines and the like.
 - (b) "floor area" shall mean the aggregate of the actual number of square feet of floor space within the exterior faces of the building (or buildings if hereafter applicable) on the Monge Building, excluding, however, space on roofs, space on loading docks, the second level of any deck stock area, and common areas. With respect to the premises, "floor area" shall mean the actual number of square feet of floor space within the premises, and there shall be no deduction or exclusion by reason of columns, stairs, or other interior construction or equipment within the premises.
 - (c) "Monge Building" shall mean the real estate and improvements located at 11, 13, 15, 17 and 19 South Capitol Street, Pekin, Illinois 61554 and legally described as follows:

Lots 10, 11, 12, 13, 14 and 15 all in Block 46 in the Original Town, now City of Pekin, Tazewell County, Illinois.
 - (d) "the lessee" shall mean Kirk Bode, Attorney at Law.
the lessee's trade name is N/A.
 - (e) "the lessor" shall mean Tazewell County, 11 South Fourth Street, Room 432, Pekin, Illinois 61554.
 - (f) "premises" shall mean that part of the Monge Building commonly known as Suite 201, 15 South Capitol, Pekin, Illinois 61554, containing approximately 188 square feet of floor area, together with the appurtenances specifically granted in this lease agreement, but reserving unto the lessor the use of the exterior walls, the roof, and the right to install, maintain, use, repair, and replace pipes, decks, conduits, wires, and similar matters.
2. **Demise.** The lessor leases the premises to the lessee, and the lessee leases the premises from the lessor.
3. **Condition.** The lessee accepts the premises in the condition existing at the commencement of this lease agreement.

Purpose. The premises are to be used by the lessee for the purpose of office space.

4. **Term.** The term of this lease shall be for 63 months, commencing on the 1st day of September, 2010. If the lessor shall be unable to deliver possession of the premises to the lessee for a period of 15 days after the commencement of this lease, the lessee may, by written notice to the lessor within 21 days after the commencement of this lease, declare this lease agreement void, and such declaration, the monthly rental installments shall be ratably adjusted for the period of non-possession.

The lessee shall have the option to renew this lease for 2 term(s) of 60 months each, so long as the lessee shall have given the lessor 60 days' written notice thereof prior to the expiration of the initial term and so long as the lessee shall not have been in default at the time of the exercise of said option through and including the commencement of the additional term. The rental rate for such renewal shall be the same of the rental rate for the initial term except as follows:

See Addendum "A"

6. **Rent.** The lessee shall pay to the lessor an annual rent of U.S. \$ 1,500.00 payable in equal monthly installments of U.S. \$ 125.00, in advance, on the first day of each month, the first payment to be made upon the lessee's execution of this lease agreement.

A late payment fee of \$ 25.00 shall be paid by the lessee to the lessor, without notice or demand, if the lessee shall fail to make any rental payment by the 5th date after it is due. Thereafter, the lessee shall pay to the lessor U.S. \$ 5.00 for each additional day such payment is delinquent. In addition to any other remedies available to the lessor, the lessee shall pay to the lessor, without notice or demand, a handling fee of U.S. \$ 25.00 for any check tendered for rental payments which shall have been returned unpaid as occasioned by insufficient funds.

7. **Intentionally Left Blank.**

8. **Insurance.** The lessee shall procure and maintain for the benefit of the lessor and the lessee general liability policies of insurance insuring against property and personal injury arising from the use, misuse, or abuse of the premises or its appurtenances. Such policies of insurance shall be in such form and amounts and by such companies, as the lessor may accept. Initially, the amounts of such insurance shall be U.S. \$ 1,000,000 for death and personal injury per person, U.S. \$ 1,000,000 property damage, and U.S. \$ 1,000,000 per occurrence. The lessee will promptly pay when due any premiums on any such policy or policies of insurance and will deliver to the lessor certificates and renewals of such policy or policies at least ten days prior to the expiration date(s) thereof, marked "paid" by the issuing company or agent.

The lessee shall procure and maintain for the benefit of the lessor and the lessee's workers' compensation or similar insurance (for all alterations and improvements to be

performed by the lessee if any), and fire and casualty insurance with extended coverage, including without limitation vandalism and malicious mischief, covering all of the lessee's stock-in-trade, fixtures, furniture, machinery, equipment, and all other improvements and betterments in the amount of at least 80% of their replacement cost. Such policies of insurance shall be in such form and amounts and by such companies, as the lessor may accept.

The lessor shall have the right to direct the lessee to increase all such insurance coverages whenever the lessor shall consider them to be inadequate.

Nothing herein contained shall be construed as requiring the lessee to procure fire or casualty insurance on the building(s).

9. **Intentionally Left Blank. (Tax and Insurance Fraud).**

10. **Utilities.** The lessor shall pay for all water, sewer, natural gas, electricity, garbage removal. Telephone service and any other utility product or service used on the premises during the term of the lease or the lessee's occupancy of the premises shall be paid by the lessee. However, the lessor reserves the right to require the lessee to use trash removal as a part of the operation of the common area, the cost of which would then be included in the common area fees.

The lessee shall pay to the lessor on the first day of each month during the term hereof or during the lessee's occupancy of the premises, a monthly heating and air conditioning charge of \$___-0-___; this charge shall be adjusted each calendar year, and it shall be increased or decreased in relation to the percentage increase or decrease in the entire heating and air conditioning charge to the lessor as compared to the charges incurred for the previous calendar year.

11. **Security Deposit.** The lessee has deposited with the lessor the additional sum of US\$-0-, as security for the lessee's performance under this lease agreement. After the occurrence of an event of default, the lessor may apply any portion of the security deposit to the payment of any amounts due under this lease agreement. The security deposit or any balance of the security deposit shall be returned without interest to the lessee after the lessee has vacated the premises in an acceptable condition.

12. **Intentionally Left Blank.**

13. **Intentionally Left Blank.**

14. **Maintenance, Repairs, and Replacements.** The lessee shall maintain the premises in good condition, and shall make all repairs and replacements necessary for such routine maintenance (defined as any repair or maintenance with a cost of \$150.00 or less per occurrence). In any event, the lessee shall be responsible for any repair or replacement of any damaged or broken locks, doors, or (glass or screen) windows or any other thing damaged or broken as occasioned by acts or omissions of the lessee or the lessee's employees, agents, customers, guests, or invitees. The lessor shall have no duty or obligation for any maintenance, repair, or replacement of the premises, except that the lessor shall make all necessary structural and roof repairs to the Monge Building unless the damage is due to the lessee's fault. Furthermore, the lessor shall not be liable to the lessee or any third party for any damages done by any reason of any water overflow or back water from sewers, the bursting or leaking of water pipes or gas pipes, the heating plant or air condition system, or any electrical apparatus or wires.

15. **Intentionally Let Blank. (Merchants Association)**
16. **Advertisements.** The lessee shall include in all advertisements, including without limitation, newspaper, print, television and radio, the trademark/trade name "Monge Building". The lessee shall not, however, use "Monge Building" for any other reason without the lessor's prior written consent, including without limitation, the use of any name, trade name, mark, trade mark, service name, or service mark which includes "Monge Building". After the termination of this lease, the lessee shall not use the term "Monge Building" for any purpose.
17. **Signs and Décor.** All signs, space décor, displays, fixtures and improvements shall be designed and installed in good taste and in harmony with the Monge Building's décor, and the lessee shall remove promptly following the lessor's demand any such item which shall not be in keeping with the general concept of the Monge Building's appearance.

Furthermore, the lessee shall not install any exterior sign, lighting, plumbing fixtures, shades, awnings, decorations, painting, or other change in the exterior of the Monge Building without the lessor's prior written consent.
18. **Lessee and Employee Parking.** The lessee and the lessee's employees shall park their vehicles (limited to automobiles, pick-up trucks, vans and motorcycles) only in those portions of the parking area designated for the purpose by the lessor. The lessee shall pay to the lessor, without notice or demand, a fee of U.S. \$5.00 per day for each violation hereof. Upon lessor's demand, the lessee shall furnish the lessor with the automobile license number for all such vehicles within three days after taking possession of the premises or within three days of any change in such vehicle or license number. Lessee shall be given a space in the parking area (Space 9).
19. **Modification of Building.** The lessor reserves the right to change, modify, add to or subtract from the size and dimensions of the Monge Building or any part thereof including without limitation the number, location and dimensions of buildings and stores, walkways, corridors, and sidewalks, the number of floors in any building, the location, size and number of tenant spaces, the identity, type, and location of other stores and tenants, and the size, shape, location, arrangement of common areas, and to design and decorate any portion of the Monge Building as it desires.
20. **Subordination.** This lease shall be subordinate to the lien of any mortgage, now or hereafter placed upon the Monge Building or any part of the Monge Building, and the lessee hereby irrevocably constitutes and appoints the lessor as the lessee's attorney-in-fact coupled with an interest to execute any subordination agreements which may be required in connection with negotiation or execution of any such mortgage. Moreover, the lessee agrees to execute subordination agreement, estoppels certificate, or such other paper and document as may be reasonably requested in connection with such mortgage transactions(s).
21. **Disclaimer of Warranties.** The lessor disclaims (and the lessee accepts such disclaimer and waives any claim to the contrary) any warranties, express or implies, of merchantability, fitness for a particular purpose, or otherwise of the heating and air conditioning equipment and systems or any other equipment, system, fixture, or goods attending this leasehold interest. To the extent any items affecting the leasehold are warranted by the manufacturer or any other third party, the lessor will apply any benefit received by reason of such warranties to the repair or maintenance thereof.

22. **Assignment/Sublease.** The lessee shall not assign this lease or enter into any sublease for the premises without the prior written consent of the lessor. The lessor may assign this lease, and, if so, shall assign all security deposits, prepaid rent, taxes, insurance, and other similar prepaid item to the lessor's assignee.
23. **Alterations/Improvements.** The lessee shall make no alterations or improvements to the premises without the lessor's prior written consent. In any event, any such alteration or improvement for which there is no prior written consent shall become a part of the premises to be surrendered to the lessor at the end of the term. Moreover, any alteration or improvement and all incidental work shall be completed by the lessee or its agents, contractor, of the like within 30 days following commencement of this lease term or such alteration or improvement. Additionally, the lease shall permit no lien to attach to or claim of lien to be made against the premises.
24. **Casualty Damage.** If any part of the premises shall have been totally destroyed by fire, flood, or other unavoidable casualty such that repairs or replacements cannot be reasonably completed within one hundred twenty days from the date of written notice by the lessee to the lessor of the occurrence of the damage, this lease shall terminate and the rent shall be abated for the unexpired portion of this lease, effective the date of such written notification. If, however, such repairs or replacements can be completed within that period and within ninety days of the expiration of the lease term, the lessor shall not be required to repair or replace such damage. If any portion of the premises shall be untenable following such casualty damage, rent shall be equitably adjusted, considering the portion being untenable and the period during which it shall have been untenable. In the event that the lessor should fail to complete the repairs or replacements within one hundred twenty days from the date of written notice by the lessee to the lessor of the occurrence of the damage, the lessee may terminate this lease by written notice to the lessor, and such termination shall be the lessee's sole remedy. The lessee shall be solely responsible for repairing or replacing any improvement, fixture, or item of personal property originally installed by the lessee which is not covered by casualty insurance, and nothing in this clause shall be construed as imposing on the lessor the duty to procure such insurance.
25. **Eminent Domain.** If all of the premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or if all of the premises is sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall abate effective the date upon which the condemning authority shall take possession of the premises. If less than all of the premises shall be taken or sold under such conditions, (a) the lessor may terminate this lease by written notice by the lessee, and the rent shall be abated as of the date upon which the condemning authority shall have taken possession of the premises, or (b) the lessor may rebuild or restore the improvements so long as such construction or restoration shall make the premises reasonably tenantable considering the uses for which the premises are leased, and the rent shall be equitably adjusted considering the portion of the premises being untenable and the period during which it shall be untenable. The lessor and the lessee shall each be entitled to prosecute or defend and receive separate awards and portions of lump-sum awards as may be allocated to their respective interests in any condemnation proceeding.
26. **Waste, Nuisance, and Use.** The lessee shall not commit or permit any waste of the premises; the lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance on the premises; the lessee shall not use and shall not permit

another to use the premises for any unlawful purpose or for any purpose which would increase the fire and casualty insurance premium. There shall be no occurrence of an event of default as occasioned by any claimed unlawful use of the premises so long as (a) the lessee shall contest in good faith, diligently, and in accordance with all applicable laws, statutes, ordinances, rules or regulations, (b) the lessee shall pay when due any zoning or use charges or fees claimed due, under protest, (c) the lessee shall fund any indemnity expense fund as provided in paragraph 29, (d) the lessee shall perform all other acts necessary to prevent the creation of any lien or claims of lien against the premises, and (e) the lessee shall not have admitted that there shall be no further appeals taken or there shall have been no final non-appealable disposition of any such contest.

Furthermore, the lessee shall not (a) install any interior advertising media without the lessor's prior written consent, (b) keep or display any merchandise on the common areas or outside the confines of the premises, (c) otherwise obstruct the sidewalks or common area, (d) fail to maintain the show windows and signs in a neat, clean and presentable condition, or (e) use any loud speakers, radio broadcasts, or other form of communication that can be heard outside the premises.

The lessor shall designate areas for the placement of trash and refuse, and lessee shall place its trash and refuse in that area for pick up by trash removal contractors.

In general, the lessee shall not perform or allow to be performed any acts or practices which may injure the building or which may cause a nuisance to or be objectionable to other tenants.

The lessee shall conduct or allow to be conducted any auction, fire or bankruptcy sale, or similar business practice without the lessor's prior written consent.

The lessor reserves the right, after consultation with the lessee, to promulgate reasonable rules and regulations relating to the use of the common areas as the lessor may deem appropriate. The lessee shall abide by such rules and regulations. The rules and regulations or amendments thereto shall be binding upon the lessee ten days after delivery of a copy of them to the lessee.

27. **Quiet Enjoyment.** The lessor covenants that the lessee shall peaceably hold or enjoy the premises so long as the lessee shall not be in default or breach.
28. **The Lessee's Indemnities.** The lessee holds harmless and indemnifies the lessor from all loss, liability, or expense that may be incurred by reason of (a) the lessee's failure to observe any covenant or perform any agreement hereunder or, (b) any accident damage, neglect, misadventure, use, misuse, or abuse of the premises or its appurtenances by the lessee, the lessee's employees, agents, customers, guests, invitees, and all others claiming by or through the lessee; these indemnities shall include all costs and expenses of defense, including reasonable attorney's fees, which the lessor may require to be funded, in advance, from time to time, by written notice to the lessee.
29. **Expiration of Term, Renewal, Holding Over.** At the expiration of the lease term, the lessee shall yield up to the lessor all of the premises, in good condition, reasonable wear and tear expected, considering the lessee's obligations for maintenance, repairs, and replacements. The lessee shall prior to the expiration of the lease term, remove all property belonging to the lessee which shall not have become a part of the premises. If the lessee shall not have surrendered the premises, as agreed, the lessor may without notice deem this lease to be renewed for an equivalent period of time at double the annual

rent or the lessor may without notice deem this lease to be a month to month lease at double the monthly installment(s) of rent, either of which shall be the lessor's election in addition to any other remedy of the lessor.

30. **Default and Remedies.** It shall be an event of default (a) if the lessee shall fail to observe any covenant or perform any agreement, including the failure to pay any monthly rental installment within 10 days of its due date including the abandonment or vacation of the premises or the appearance thereof (b) if the lessee shall be in bankruptcy (whether voluntarily or involuntarily), (c) if the lessee shall make an assignment for the benefit of creditors, (d) if any creditor of the lessee shall institute any collection suit against the lessee, or (e) if the lessee dies or, if the lessee is other than a natural person, is dissolved or terminated, whether voluntarily or involuntarily.

Upon the occurrence of an event of default, the lessor may immediately and without notice accelerate all sums due or to become due under this lease so that they are immediately due and payable, including reasonably anticipated costs and expenses, including attorney's fees, and enter and repossess the premises and evict the lessee and those claiming under the lessee without being deemed to be guilty in any manner of trespassing; such repossession and eviction shall not prejudice any remedies which might otherwise be used by the lessor for arrears of rent or for any breach of the lessee's agreement.

All unpaid sums which shall become due under this agreement shall be deemed additional rent for purposes on any claim for rent maintained under the forcible entry and detainer laws. If the lessor shall make any expenditures which should have been made by the lessee, each such expenditure shall accrue interest at the rate of 18% per annum until fully repaid by the lessee to the lessor; examples of such expenditures without limitation are the payment of charges for taxes, assessments, insurance premiums, utilities, maintenance repairs, and replacements; nothing contained in this provision shall be construed as imposing any obligation on the lessor to make any such expenditure, and the lessor shall have no such obligation.

The lessor shall have no obligation to procure any subtenant for the benefit of the lessee, but if the lessor shall procure such subtenant, the lessee shall be credited with the rental payments made by such subtenant during the term of this lease less all reasonable amounts incurred or expended in procuring such subtenant.

The lessor shall have a lien upon all goods, chattels, and personal property belonging to the lessee which are in or on the premises as security for the payment of rent and all other sums due under this lease agreement. Such lien shall not be in lieu of or any way affect any statutory lien in favor of the lessor. Upon request, the lessee shall execute and deliver to the lessor financing statement(s). The parties shall have all rights and remedies as to such personal property as provided in the Illinois Uniform Commercial Code.

All rights and remedies of the lessor shall be cumulative, and the exercise of one shall not exclude the exercise of any other. Such rights and remedies may be exercised and enforced concurrently or non concurrently and whenever and as often as the occasion may arise. The lessor's rights and remedies shall be liberally allowed and construed.

31. **Miscellaneous.** The lessor's failure to insist on the lessee's strict performance hereunder shall not be construed as a waiver of or as an estoppel to the lessor's right to insist on strict performance of the same or a different matter at a later time. This lease agreement shall be binding upon and shall inure to the benefit of the parties and their respective

successors of all kinds. This lease agreement shall be modified only in writing executed by the party against whom such modification is chargeable. In the event of litigation arising under this lease agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees, whether incurred prior to or after the commencement of suit, and at any level of court. This lease agreement shall be governed by the laws of the State of Illinois. Time is of the essence of the agreement. Statutory notices and demands shall be made as provided by statute; all other notices, demands or requests shall be deemed received the date and time (if available) (a) of personal service, (b) as indicated on the receipt of U.S. Postal Mail, certified or registered, return receipt requested, (c) as indicated on the receipt of any reputable private delivery firm, or (d) five days after depositing an envelope having fully prepaid, first class postage stamps affixed in an official U.S. Postal Service receptacle; with the exception of personal service, all such notices and demands other than those specifically governed by statute shall be addressed according to paragraph 1 unless either party shall notify the other of a change in such address pursuant to this provision. The lessor may enter and inspect the premises for any reason during normal business hours or at any other time under exigent circumstances. If the lessor shall convey the premises to a third party, the lessor is exculpated from liability or obligation following such conveyance so long as the grantee or transferee has prior notice or knowledge of the existence of this lease. This lease interest shall not constitute as asset of the lessee in an event of bankruptcy or other insolvency or debtor/collector proceedings and arrangements. If any part(s) of this agreement are determined to be invalid, unenforceable, or unlawful, this agreement shall be construed as if each such part was never included in this agreement. The captions used in this agreement are for convenience only and in no way define, limit, or describe the scope, intent, or construction of this agreement of its parts.

33. **Other.** _____

34. **Disclosure.** The lessor is required by law to disclose to the lessee that the owner of the property leased herein, the property management company and/or their respective agents and/or employees are licensees under the Real Estate License Act of 2000 (225 ILCS 454/1-1 et seq.).

35. **Environmental Matters.** Landlord, at no cost or expense to the Tenant as operating expense or otherwise, shall, solely with regard to actions or omissions of the Landlord, take all actions necessary to comply with all Environmental Laws affecting the Demised Premises, the Real Estate or Project, including without limitation, removal, containment and remedial actions required by any Environmental Laws or any governmental agencies in the enforcement of Environmental Law affecting the Demised Premises, Real Estate, or Project, and shall indemnify Tenant from and against any and all costs, claims, expenses, damages, liens, losses, and judgments arising out of Landlord's failure to comply with Environmental Laws.

Tenant, at no cost or expense to the Landlord, shall, solely with regard to actions or omissions of the Tenant, take all actions necessary to comply with all Environmental Laws affecting the Demised Premises, the Real Estate or Project, including without limitation, removal, containment and remedial actions required by any Environmental Laws or any governmental agencies in the enforcement of Environmental Law affecting

the Demised Premises, Real Estate, or Project, and shall indemnify Landlord from and against any and all costs, claims, expenses, damages, liens, losses and judgments arising out of Tenants failure to comply with Environmental Laws.

Dated the day, month, and year first above written.

FOR THE LESSOR:

County Administrator, Tazewell County, IL

By: David A. Jones

ATTEST:

Christie A Webb

CHRISTIE A WEBB
TAZEWELL COUNTY CLERK
(print name and title)

FOR THE LESSEE:

By: Kirk W. Bode

KIRK W. BODE

ATTEST:

Judy K. Searle

Judy K. Searle
Notary Public
(print name and title)

(print name and title)



ADDENDUM TO MONGE BUILDING LEASE AGREEMENT

On the first day of each year of the extended term, the basic monthly rent shall be increased for the ensuing year in the same proportion that the Consumer Price Index for All Urban Consumers – United States City Average: All Items—Series A(1982-4=100) of the United States Department of Labor for the last month of the expired term shall have increased over such index figure for the first month of the lease term. If a different base period is used in determining the index number at the time of the extension of the term, the computation of the new base rental shall reflect any change therein. If at any time prior to the first day of the extended term the aforesaid index shall cease to be published, there shall be substituted for such index the most similar economic indicator then published, if any. If the parties cannot agree to such substitute or if none shall be published, the lease shall terminate. In no event shall the basic monthly rent be less than U.S. \$ 125.00.

Approval of Bills

Motion by Member Stanford, second by Member Hillegonds to approve the Bills. Motion approved by Roll Call Vote.

Aye – Ackerman, Antonini, Carius, Crawford, Donahue, B.Grimm, D.Grimm, Hahn, Harris, Hillegonds, Hobson, Imig, Meisinger, Neuhauser, Palmer, Sinn, Stanford, Sundell, Vanderheydt and VonBoeckman
20

Nay – 0

Absent – Berardi
1



SUBMITTED BY:
VICKI E. GRASHOFF
TAZEWELL COUNTY AUDITOR

SUBMITTED TO:
TAZEWELL COUNTY BOARD

Wednesday, August 25, 2010
Board Meeting

PAGE	REPORT:	FUND:	DEPT:	EXPENDITURES:
1	County Board (Spec Per Diem)	100	111	\$3,960.00
2	County Board (Mo. Salary)	100	111	\$4,200.00
3	County Board Liquor Comm	100	111	\$500.00
4	County Board	100	111	\$3,675.97
5	Circuit Clerk	100	121	\$25.00
6	Public Defender	100	123	\$6,700.00
7	States Attorney	100	124	\$7,454.39
8	Jury Commission	100	125	\$470.56
9	County Clerk/Elections	100	152	\$19,954.61
10	County Recorder of Deeds	100	153	\$50,000.00
11	County Treasurer	100	155	\$1,350.00
10	Assessments	100	157	\$21,269.83
13	ZBA Per Diem	100	161	\$360.00
14	Community Development	100	161	\$1,851.21
15,17	Building Administration	100	181	\$62,447.91
18,19	Justice Center	100	182	\$37,300.47
20	Sheriff Merit Comm	100	211	\$180.00
21,23	Sheriff	100	211	\$165,834.02
24	E.M.A.	100	213	\$2,428.53
25	Court Security	100	214	\$3,824.12
26,27	Crt Serv Probation Upgrade	100	230	\$16,727.15
28	Court Services	100	231	\$30,513.15
29	Coroner	100	252	\$6,814.72
30	Regional Office of Education	100	711	\$199.60
31	Courts	100	800	\$7,244.26
32	Farm	100	912	\$497.54
33,35	County General	100	913	\$92,777.08
*****County General Expenditures*****				\$548,560.12
34	Township Bridge Fund	201	311	\$159,130.96
37,39	County Highway Fund	202	311	\$56,726.29
40	County Motor Fuel Tax Fund	203	311	\$577,551.01
41	Twp. Road Motor Fuel	204	311	\$561,824.74
42	County Bridge Fund	205	311	\$25,026.08
43	Matching Tax Fund	206	311	\$241,956.82
44,45	Veterans Assistance	208	422	\$10,649.01
46,47	Animal Control	211	411	\$10,853.25
48	P.D.D.	221	413	\$124.00
49	Health Internal Service	249	914	\$25,817.35
50	Treasurer's Automation Fund	252	155	\$189.08
51	Solid Waste	254	112	\$23,762.87
52	Court Services Grant Fund	262	231	\$2,500.00
*****Special Fund Expenditures*****				\$1,696,111.46
*****TOTAL EXPENDITURES*****				\$2,244,671.58

Expenditure Report:

To: The Tazewell County Board

Fund 100

Department: 111

July, 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	Spec Per Diem		\$60.00	511-080
19	Antonini, Joyce	Spec Per Diem		\$120.00	511-080
23	Berardi, Joseph	Spec Per Diem		\$60.00	511-080
5	Carius, James	Spec Per Diem		\$180.00	511-080
62	Crawford, K. Russell	Spec Per Diem		\$480.00	511-080
30	Donahue, Jan	Spec Per Diem		\$180.00	511-080
68	Grimm, Brett	Spec Per Diem		\$60.00	511-080
8	Grimm, Dean	Spec Per Diem		\$480.00	511-080
67	Hahn, Paul	Spec Per Diem		\$60.00	511-080
36	Harris, Michael	Spec Per Diem		\$180.00	511-080
6	Hillegonds, Terry C.	Spec Per Diem	June/July	\$240.00	511-080
56	Hobson, Lincoln C.	Spec Per Diem		\$240.00	511-080
20	Imig, Carroll	Spec Per Diem			511-080
66	Meisinger, Darrell	Spec Per Diem		\$300.00	511-080
61	Neuhauser, Tim	Spec Per Diem		\$240.00	511-080
43	Palmer, Rosemary	Spec Per Diem		\$180.00	511-080
16	Sinn, Greg	Spec Per Diem		\$240.00	511-080
48	Stanford, Mel	Spec Per Diem		\$240.00	511-080
54	Sundell, Sue	Spec Per Diem		\$60.00	511-080
50	Vanderheydt, Jerry	Spec Per Diem		\$120.00	511-080
44	VonBoeckman, Terry	Spec Per Diem		\$240.00	511-080
	Auditor's Total:			\$3,960.00	

Expenditure Report:

2

To: The Tazewell County Board

Fund 100

Department: 111

July, 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
44	VonBoeckman, Terry	Salary	\$200.00	511-090
	Auditor's Total:		\$4,200.00	

County	Item No	Vend-Name	COUNTY BOARD (100-111)	Invoice-Numb	Expense-Amount
	100-111-522-010	QUILL CORPORATION*	OFFICE SUPPLIES	7024513	212.49
	7346		ERASE BOARD FOR HR 100-111		
	100-111-533-152	ZIMMERMAN*J DAVID	BOARD CHAIRMAN TRAVEL		
	12		MILEAGE 100-111	42-0810A	347.00
	38516	VISA*	MEALS 100-111	3103-0810	45.02
	100-111-533-300		MILEAGE		
	24	BERARDI*JOSEPH	MILEAGE 100-111	24-0810	8.50
	25	CARIUS*JAMES	MILEAGE 100-111	25-0810	64.00
	26	CRAWFORD*K RUSSELL	MILEAGE 100-111	26-0810	372.50
	29	GRIMM*DEAN	MILEAGE 100-111	29-0810	125.50
	39	SINN*GREG	MILEAGE 100-111	39-0810	57.00
	155	PALMER*ROSEMARY	MILEAGE 100-111	155-0810	76.00
	204	STANFORD*MELVIN	MILEAGE 100-111	2041-0810	269.00
	342	DONAHUE*JANET	MILEAGE 100-111	3424-0810	30.00
	371	HARRIS*MICHAEL	MILEAGE 100-111	5716-0810	64.00
	179	VONBOECKMAN*TERRY	MILEAGE 100-111	17957-0810	126.50
	346	ACKERMAN*JOHN C	MILEAGE 100-111	64636-0810	48.00
	722	HILLEGONDS*TERRY C	JUNE/JULY MILEAGE 100-111	72265-0810	324.00
	743	SUNDELL*SUE	MILEAGE 100-111	74339-0810	50.00
	752	HOBSON*LINCOLN C	MILEAGE 100-111	75298-0810	82.50
	779	MEISINGER*DARRELL G	MILEAGE 100-111	77953-0810	107.00
	782	LAWSON*VERONICA A	MILEAGE JULY MEETINGS 100-111	78218-0810	17.00
	785	NEUHAUSER*TIMOTHY D	MILEAGE 100-111	78594-0810	261.50
	379	HAHN*PAUL	MILEAGE 100-111	87928-0810	70.00
			TOTAL:		2,757.51
	100-111-533-154	JOURNAL STAR	RECRUITMENT/RELOCATION EXP.		
	146		EMPLOYMENT AD CHIEF CLERK		
			MANUAL TOTAL		918.46
			GRAND TOTAL		3,675.97

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	CIRCUIT CLERK (100-121)	Invoice-Numb	Expense-Amount
	100121-522-140		DUES & SUBSCRIPTIONS		
	15022	IACC ZONE 4*	ZONE 4 CC DUES 100-121	15022-0810	25.00
				TOTAL:	<u>25.00</u>

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	PUBLIC DEFENDER (100-123)	Invoice-Numb	Expense-Amount
	100-123-533-910		EDUCATION & TRAINING GRANT		
	317-0	RISINGER PC*MICHAEL D	PD SEMINAR 100-123	CK#1788	100.00
	100-123-533-971		ASST. PUBLIC DEFENDER OFFICE		
1228		BODE*KIRK W	OFFICE EXPENSE REIMB.	100-123	
1230		SHEEHAN*DENNIS M	OFFICE EXPENSE REIMB.	100-123	750.00
1231		PALUSKA*LARRY G	OFFICE EXPENSE REIMB.	100-123	750.00
1235		WERTZ*MARK E	OFFICE EXPENSE REIMB.	100-123	450.00
100-2		MADISON*ANGELA	OFFICE EXPENSE REIMB.	100-123	450.00
114-9		LONERGAN*JOHN	OFFICE EXPENSE REIMB.	100-123	450.00
162-4		THOMAS*DALE	OFFICE EXPENSE REIMB.	11449-0810	450.00
610-8		LEUCK*JOHN F	OFFICE EXPENSE REIMB.	16264-0810	450.00
596-2		DLUSKI*AIMEE	OFFICE EXPENSE REIMB.	100-123	450.00
731-2		TAYLOR ATTN*LUKE	OFFICE EXPENSE REIMB.	100-123	300.00
731-5		BRADSHAW*JAMES D	OFFICE EXPENSE REIMB.	100-123	300.00
731-6		SOLOMON*LAWRENCE M	OFFICE EXPENSE REIMB.	100-123	300.00
317-0		RISINGER PC*MICHAEL D	OFFICE EXPENSE REIMB.	100-123	300.00
387-1		HOPPOCK*MATTHEW	OFFICE EXPENSE REIMB.	100-123	600.00

TOTAL: 6,700.00

Claims Docket
Expenditure Accounts

Item No	Vend-Name	STATES ATTORNEY (100-124)	Invoice-Numb	Expense-Amount
1000124-522-010	OFFICE SUPPLIES			
20	WILL HARMS CO*	TRAFFIC LABELS 100-124	29467	71.98
1000124-522-030	BOOKS & RECORDS			
43	WEST PAYMENT CENTER*	LAW BOOKS 100-124	820969629	355.75
1000124-522-140	PROF. DUES AND INSURANCE			
7078	VISA*	ISBA ANNUAL DUES 100-124	1321-0810	380.00
1000124-533-000	CONTRACTUAL SERVICE			
77727	PACER SERVICE CENTER*	US COURT FILING 100-124	TC1453-Q22010	6.88
1000124-533-050	LEGAL SERVICES			
3688*	STATE'S ATTORNEYS APPELLATE PROS*	ARBITRATION 100-124	15265	750.00
74116	MILLER HALL & TRIGGS*	SHERIFFS MERIT COMM 100-124	11	2,250.50
1000124-533-140	COURT REPORTING FEES			
214*	SHANE*JULIA	GRAND JURY 7/15/10 100-124	071510	704.00
2600*	HARRIS*E SCOTT	GRAND JURY 7/29/10 100-124	072910	392.50
5734*	KOLLER*KATHERINE F	TRANSCRIPT 100-124	06CF703	91.00
1000124-533-330	EXTRADITION			
92391	INMATE SERVICES CORP*	EXTRADITION 100-124	11393	856.32
1000124-533-400	LEGAL NOTICES			
1466*	JOURNAL STAR*	10-JA-67 100-124	IN192967	42.12
1466*	JOURNAL STAR*	10-JA-70 100-124	IN192979	39.78
1466*	JOURNAL STAR*	10-JD-67 100-124	IN195595	40.56
1000124-544-000	MISC EQUIPMENT			
7078	VISA*	MONITOR FOR COURTROOM 100-124	1321-0810A	724.00
TOTAL:				6,705.39
1000124-533-170	WITNESS FEES			
97341	SHERIFF OF CLEBURNE COUNTY	SERVE A SUMMONS 10-JD-86		25.00 check# 2582 07-30-10
1000124-544-000	MISC EQUIPMENT			
7397	RICK'S TV	TV FOR COURTROOM		724.00 check#2583 07-30-10
MANUAL TOTAL				749.00
GRAND TOTAL				7,454.39

PROCEEDINGS FROM THE LAKEWELL COUNTY BOARD MEETING HELD ON THE 3RD DAY OF NOVEMBER, 2010

Comfy	Vend-No	Vend-Name	JURY COMMISSION (100-125)	Invoice-Numb	Expense-Amount
	100-125-522-010	OFFICE SUPPLIES			
	77	HINCKLEY SPRINGS*			
	1708	AMERICAN STAMP & MKTG PRODUCTS INC NAME SIGNATURE STAMP	100-125	1707352-0810	102.49
				1642656	44.07
	100-125-533-710	OFFICE EQUIPMENT MAINTENANCE			
	2002	GOODIN ASSOCIATES LTD*			
			100-125	16901	324.00
				TOTAL:	<u>470.56</u>

Vend-No	Vend-Name	COUNTY CLERK/ELECTIONS (100-152)	Invoice-Numb	Expense-Amount
100-152-522-010	OFFICE SUPPLIES			
2546	LASERPRO*			
77795	AAA CERTIFIED CONFIDENT SECURITY*		68703	197.00
			35994	36.36
100-152-522-080	ELECTION SUPPLIES			
7311	VERIZON WIRELESS*			
			2429466364	17.00
100-152-533-300	MILEAGE			
6604	SNYDER*ELICIA		66044-0810	28.25
100-152-533-410	PRINTING			
54	ARAMARK UNIFORM SERVICES INC*		5726699	31.13
54	ARAMARK UNIFORM SERVICES INC*		5736825	31.63
54	ARAMARK UNIFORM SERVICES INC*		5747136	33.00
1500	MIDLAND PAPER*		35223190	17.89
1500	MIDLAND PAPER*		35254900	668.20
1500	MIDLAND PAPER*		35272940	622.30
1500	MIDLAND PAPER*		35272950	241.85

TOTAL: 1,924.61

100-152-544-100 HAVA GRANT
 32295 LIBERTY SYSTEMS, LLC 80 ACCUVOTE OS MEMORY CARDS

18,030.00 check# 2577 07-23-10

MANUAL TOTAL 18,030.00

GRAND TOTAL 19,954.61

Claims Docket

Expenditure Accounts

Comty	Vend-No	Vend-Name	RECORDER OF DEEDS (100-153)	Invoice-Number	Expense-Amount
	00-000-441-011	ILLINOIS DEPARTMENT OF REVENUE	REVENUE STAMPS		50,000.00 check# 2566 07-22-10
	61			MANUAL TOTAL	50,000.00

Claims Docket
Expenditure Accounts

Comty
Vend-No Vend-Name TREASURER (100-155)

Invoice-Numb	Expense-Amount
100-155-533-710	
80380	
OFFICE EQUIPMENT MAINTENANCE	
WALZ LABEL AND MAILING*	
SVC AGRMNT PST MACH 100-155	
3956-A	1,350.00
TOTAL:	<u>1,350.00</u>

Compt. Vender-No	Vend-Name	SUPERVISOR OF ASSESSMENTS (100-157)	Invoice-Numb	Expense-Amount
100157-533-400		LEGAL NOTICES		
1088	PEKIN DAILY TIMES*	LEGAL NOTICES 100-157	90564	4,594.17
1088	PEKIN DAILY TIMES*	LEGAL NOTICES 100-157	90714	10,998.14
157	DELAVAN TIMES*	LEGAL NOTICES 100-157	070710	1,490.80
1259	COURIER PUBLISHING CO (MORTON)*	LEGAL NOTICES 100-157	11	1,566.17
1259	COURIER PUBLISHING CO*	LEGAL NOTICES 100-157	511	1,027.53
598	TIMES NEWSPAPERS*	LEGAL NOTICE 100-157	03529040	171.40
7779	B T PUBLICATIONS*	LEGAL NOTICE 100-157	84	1,421.62

TOTAL: 21,269.83

Comty	Inv-No	Vend-Name	COMMUNITY DEVELOPMENT (100-161)	Invoice-Numb	Expense-Amount
	100-161-522-100		GASOLINE		
	77339	CITY OF PEKIN -	VEHICLE MAINT DEPT JUNE GASOLINE 100-161	77739-0810C	77.10
	100-161-533-060		APPEAL BOARD		
	290	CONNETT*MONICA	AUGUST MILEAGE 100-161	296-C810	3.50
	2545	ALLIANCE REPORTING SERVICE INC*	JULY 2BA TRANSCRIPT 100-161	41046AN	220.00
	6268	VOGELSANG*ROBERT	AUGUST MILEAGE 100-161	6268-0810	2.00
	100-161-533-060	NEWMAN*JAMES A	JULY/AUGUST MILEAGE 100-161	10667-0810	40.00
	19386	ZIMMERMAN*KENNETH L	AUGUST MILEAGE 100-161	19336-0810	16.00
	66224	WEBB*JOHN P	AUGUST MILEAGE 100-161	66724-0810	7.00
	70579	LESSEN*DUANE	AUGUST MILEAGE 100-161	70579-0810	9.00
	100-161-533-300		MILEAGE		
	148	DEININGER*KRISTAL	JULY MILEAGE 100-161	148-0810A	45.00
	100-161-533-400		LEGAL NOTICES		
	100-161-533-400	PEKIN DAILY TIMES*	AUGUST LEGAL NOTICE 100-161	90798	286.51
	1221	COURIER PUBLISHING CO*	AUGUST LEGAL NOTICE 100-161	517	69.30
	5961	TIMES NEWSPAPERS*	AUGUST LEGAL NOTICE 100-161	3529141	75.80
	100-161-533-981		ADDRESSING SERVICES		
	711	MUNICIPAL ADDRESSING INC*	3RD QTR CTRCT PYMNT 100-161	711-0810	1,000.00
TOTAL:					1,851.21

Claims Docket
 Expenditure Accounts

Comty	Vend-No	Vend-Name	BUILDING MAINTENANCE (100-181)	Invoice-Numb	Expense-Amount
100	181-522-080	AMSAN LLC*	CLEANING SERVICE SUPPLIES	227402815	853.81
298			SUPPLIES 100-181		
100	181-522-410	MENARDS*	LAMPS	12706	144.79
80			LIGHT BULBS 100-181		
100	181-533-010	TAZEWELL COUNTY	PROPERTY TAXES	2582-0810	6,263.46
258			TREASURER* 09 TAXES ARCADE BLDG 100-181		
100	181-533-030	TCRC INC*	JANITORIAL SERVICE	013054	2,268.01
74			CLN MCK TAZ, VAC 100-181	1770	4,553.77
184	5	PROFESSIONAL CLEANING SVC OF CTRL	CLEAN OPO COURTHOUSE 100-181	1075	1,600.00
184	1	CLEMMERS JANITORIAL SERVICE*	CLEANING HARD FLRS 100-181		
100	181-533-151	JOST/BECKER/JOST ARCHITECTS*	ARCHITECTURAL CONSULTANT	0907A	933.70
660	9		ARCHITECT SVC TAX BLDG 100-181		
100	181-533-200	AT&T*	TELEPHONE	6946317-0810	38.11
102			SHERIFF PRIVATE LINE 100-181	Z125457-0810	97.37
102			EMA 100-181	Z990747-0810	121.17
102			EMA 100-181	3470930-0810	41.34
222			DARE-EMA 100-181	4772787-0810	66.45
222			EMA FAX 100-181	7451307-0810	33.76
222			FRONTIER*	9253631-0810	73.09
222			FRONTIER*	L002412-0810	53.71
222			FRONTIER*	304070156-0810	39.37
541			CENTURYLINK*		
100	181-533-202	USA MOBILITY WIRELESS INC*	CELLULAR & PAGER SERVICE	T3528775H	32.67
56			CO PAGES 100-181	2437617990	4,072.96
731			VERIZON WIRELESS*		
100	181-533-300	WILLIAMS*JEFF	MILEAGE	11160-0810	105.00
111			MILEAGE REIMB FOR JULY 100-181		
100	181-533-400	PEKIN DAILY TIMES*	LEGAL NOTICES	90841	180.88
108			LGL NTC MACKINAW 100-181		
100	181-533-620		ELECTRIC & GAS		

A20300
08/11/2010

TAZEWELL COUNTY

Claims Docket
Expenditure Accounts

County	Item-No	Vend-Name	BUILDING MAINTENANCE (100-181)	Invoice-Numb	Expense-Amount
	7	AMEREN CILCO*	15 S. CAPITOL 100-181	1030794006-0810	1,338.47
	7	AMEREN CILCO*	15 S. CAPITOL 100-181	1329512003-0810	231.50
	7	AMEREN CILCO*	15 S. CAPITOL 100-181	1606759006-0810	244.56
	7	AMEREN CILCO*	15 S. CAPITOL 100-181	3488850005-0810	104.40
	7	AMEREN CILCO*	9 S. CAPITOL 100-181	3518116027-0810	32.88
	7	AMEREN CILCO*	11 S 4TH ST 100-181	4109289052-0810	1,823.88
	7	AMEREN CILCO*	334 ELIZABETH 100-181	6123448013-0810	53.91
	7	AMEREN CILCO*	11 S CAPITOL 100-181	6246615000-0810	189.04
	7	AMEREN CILCO*	416 COURT 100-181	7027064571-0810	71.68
	7	AMEREN CILCO*	17 S CAPITOL 100-181	7634524015-0810	273.60
	7	AMEREN CILCO*	15 S CAPITOL UNIT B 100-181	8984208007-0810	149.61
	7	AMEREN CILCO*	416 COURT 100-181	9337035532-0810	351.00
	7	AMEREN CILCO*	15 S CAPITOL 100-181	9551284000-0810	54.86
	7	AMEREN CILCO*	360 COURT 100-181	9569812254-0810	949.29
	3457	SEMPRA ENERGY SOLUTIONS LLC*	JUNE10-JULY9 2010 100-181	1471090	10,751.69
	100181-533-630		WATER		
	219	ILLINOIS AMERICAN WATER COMPANY*	334 ELIZABETH 100-181	0902079847-0810	134.01
	219	ILLINOIS AMERICAN WATER COMPANY*	360 COURT ST 100-181	0902080126-0810	259.63
	219	ILLINOIS AMERICAN WATER COMPANY*	11 S. 4TH ST 100-181	0902080134-0810	182.38
	219	ILLINOIS AMERICAN WATER COMPANY*	418 COURT ST 100-181	0902080225-0810	45.32
	219	ILLINOIS AMERICAN WATER COMPANY*	EMA 100-181	0902286939-0810	16.46
	219	ILLINOIS AMERICAN WATER COMPANY*	EMA 100-181	0902286947-0810	16.46
	219	ILLINOIS AMERICAN WATER COMPANY*	334 ELIZABETH 100-181	0902291442-0810	57.74
	219	ILLINOIS AMERICAN WATER COMPANY*	#9 S CAPITOL ST 100-181	0908579824-0810	92.28
	100181-533-640		PEST CONTROL		
	3	MARKLEY'S PEST ELIMINATION*	EMA 100-181	186151	30.00
	3	MARKLEY'S PEST ELIMINATION*	MCKENZIE 100-181	186327	75.00
	3	MARKLEY'S PEST ELIMINATION*	OPC 100-181	186843	45.00
	30612	AMERICAN PEST CONTROL INC*	ARCADE BLDG 100-181	1008020-0810	35.00
	100181-533-660		GARBAGE COLLECTION		
	5648	X WASTE INC*	GUN RANGE 100-181	125293	19.57
	5648	X WASTE INC*	MCKENZIE 100-181	125294	183.34
	5648	X WASTE INC*	OPC 100-181	125295	76.22
	5648	X WASTE INC*	TAZEWELL BLDG 100-181	125296	41.20
	5648	X WASTE INC*	EMA 100-181	125297	41.20
	5648	X WASTE INC*	ARCADE BUILDING 100-181	125298	53.00

Claims Docket
Expenditure Accounts

Item No	Vend-Name	BUILDING MAINTENANCE (100-181)	Invoice-Numb	Expense-Amount
1000181-533-720	ROYLE MECHANICAL SERVICES INC*	BUILDING MAINTENANCE		
18	ROYLE MECHANICAL SERVICES INC*	RPR 2 RTUS @ ARCADE 100-181	97120	268.38
18	ROYLE MECHANICAL SERVICES INC*	RPR SOUTH A/C ARCADE 100-181	97290	1,380.70
70	TUCKER PLUMBING*	RPR WTR HTR MCK BLDG 100-181	10-1200	560.00
70	TUCKER PLUMBING*	NEW SEWER PUMP @ OPO 100-181	10-1234	967.00
70	TUCKER PLUMBING*	RPR ROOF DRN MCK 100-181	10-1257	249.00
30	MENARDS*	SUPPLIES 100-181	12065	190.75
30	MENARDS*	SUPPLIES 100-181	14714	432.02
30	MENARDS*	SUPPLIES 100-181	7495	67.92
223	KREILING ROOFING CO INC*	RPR ROOF @ OPO 100-181	109351	477.00
223	KREILING ROOFING CO INC*	RPR ROOF @ ARCADE 100-181	109355	719.00
275	NIEMANN FOODS INC*	KEYS 100-181	1236945	26.67
1000181-533-733	ELEVATOR MAINTENANCE			
10163	KONE INC*	MONTHLY SVC 100-181	220434266-A	501.00
1000181-533-770	GROUNDS MAINTENANCE			
339	GOLF GREEN LAWN CARE*	LAWN CARE CONTRACT 100-181	458987	49.00
1000181-544-250	EECBG GRANT			
5373	M & O ENVIRONMENTAL*	ASBESTOS REMOVAL MCK 100-181	27087	2,700.00
1000181-533-200	TELEPHONE			
540	CENTURYLINK	MONTHLY SERVICE		2,111.85
68782	GREATAMERICA LEASING CORP	MONTHLY SERVICE		4,285.04
1000181-533-400	LEGAL NOTICES			
146	JOURNAL STAR	EMPLOYMENT AD MAINTENANCE		664.98
1000181-544-250	EECBG GRANT			
85877	HDR ENGINEERING, INC.	BOILER REPLACEMENT PROJECT		7,200.00
		MANUAL TOTAL		14,261.87
		GRAND TOTAL		62,447.91

TOTAL: 48,186.04

Claims Docket
Expenditure Accounts

Comty	Invoice-Numb	Expense-Amount	Invoice-Numb	Expense-Amount
100	182-522-080	CLEANING SERVICE SUPPLIES		
3	ATLAS SUPPLY COMPANY*	SUPPLIES 100-182	131534	735.70
298	AMSAN LLC*	SUPPLIES 100-182	227402807	729.02
390	SUNRISE SUPPLY*	SUPPLIES 100-182	18160	36.12
390	SUNRISE SUPPLY*	SUPPLIES 100-182	18162	446.59
390	SUNRISE SUPPLY*	SUPPLIES 100-182	18290	321.59
390	SUNRISE SUPPLY*	SUPPLIES 100-182	18291	11.12
100	182-522-710	SALT		
183	HEART OF ILLINOIS SALT SERVICE*	SOFTENER SALT 100-182	43661	322.50
100	182-533-030	JANITORIAL SERVICE		
184	CLEMMERS JANITORIAL SERVICE*	JANITORIAL SVC JC 100-182	1076	4,100.00
100	182-533-620	ELECTRIC/GAS		
7	AMEREN CILCO*	101 S. CAPITOL ST 100-182	6141434333-0810	7,320.41
345	SEMPRA ENERGY SOLUTIONS LLC*	JUNE 5-JULY6 2010 100-182	1471090A	16,323.77
100	182-533-630	WATER		
219	ILLINOIS AMERICAN WATER COMPANY*	JUSTICE CENTER 100-182	0904974672-0810	2,101.70
219	ILLINOIS AMERICAN WATER COMPANY*	JUSTICE CENTER 100-182	0905172862-0810	57.74
100	182-533-640	PEST CONTROL		
9	MARKLEY'S PEST ELIMINATION*	JUSTICE CENTER 100-182	186326	120.00
100	182-533-660	GARBAGE COLLECTION		
67	WASTE MANAGEMENT*	JUSTICE CENTER 100-182	2203114-2070-1	457.53
100	182-533-720	BUILDING MAINTENANCE		
54	ARAMARK UNIFORM SERVICES INC*	MATS 100-182	5733799	41.25
54	ARAMARK UNIFORM SERVICES INC*	MAT SERVICE 100-182	5744127	41.25
80	MENARDS*	SUPPLIES 100-182	6855	375.41
124	RADIOSHACK*	PC CLIP ON MIC 100-182	227570	29.98
261	PEKIN WELDORS INC*	REPAIR HANDRAIL @ JC 100-182	7166	144.00
746	ADCOCK JR*BYRON J	BELT FOR VACUUM 100-182	45585	5.40
100	182-533-731	MECHANICAL EQUIP. MAINT		
707	JOHNSON MECHANICAL SERVICE, INC*	RPR MIXER IN KITCHEN 100-182	41410	343.10

Comty	Vend-No	Vend-Name	JUSTICE CENTER (100-182)	Invoice-Numb	Expense-Amount
	71302	ENITEC SERVICES INC*	REPLC CRCT BRD MAMMOTH 100-182	JC5758	1,895.00
	71302	ENITEC SERVICES INC*	REPAIR BOILER #1 100-182	S42299	398.50
	71302	ENITEC SERVICES INC*	REPAIR BOILER #1 100-182	S42410	266.98
	30442	CUSTOMCARE EQUIPMENT SALES*	REPAIR DRYER #3 100-182	17931	304.79
	1001182-533-733	ELEVATOR MAINTENANCE			
	10113	KONE INC*	MONTHLY SVC 100-182	220434266	329.00
	1001182-533-770	3394	3394		
		GOLF GREEN LAWN CARE*	3394		
		GROUND MAINTENANCE			
		LAWN CARE 100-182		461685	42.02
				TOTAL:	<u>37,300.47</u>

20

EXPENDITURE REPORT

DATE: JULY 15, 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 BE PAID FROM THE APPROPRIATE FUND:

REGULAR MEETING

NO.	CLAIMANT	NATURE OF CLAIM	AMOUNT	ACCOUNT	CHECK
1	JANE STAUFFER	PER DIEM	\$45.00	533-960	
2	LLOYD ORRICK	PER DIEM	\$45.00	533-960	
3	SOLIE MYERS	PER DIEM	\$45.00	533-960	
4	GERALD WISE	PER DIEM	\$45.00	533-960	
5					
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AUDITOR'S TOTAL: \$180.00

Claims Docket
Expenditure Accounts

Comity Vend-No	Vend-Name	SHERIFF DEPT. (100-211)	Invoice-Numb	Expense-Amount
100211-522-010	QUILL CORPORATION*	OFFICE SUPPLIES		
7346	QUILL CORPORATION*	LABEL MAKER 100-211	6721648	98.99
7346	QUILL CORPORATION*	THERMO ROLLS 100-211	6772769	112.49
7346	QUILL CORPORATION*	LAMINATING POUCH 100-211	6802542	42.29
7346	QUILL CORPORATION*	SUPPLIES 100-211	7098926	169.51
1355	US LASER PRINTERS & SUPPLIES INC*	PRINT RIBBON 100-211	11728	39.98
1355	US LASER PRINTERS & SUPPLIES INC*	FAX DRUM/INK 100-211	11761	509.97
1355	US LASER PRINTERS & SUPPLIES INC*	INK CARTRIDGES 100-211	11780	203.97
1355	US LASER PRINTERS & SUPPLIES INC*	INK CARTRIDGES 100-211	11838	712.89
100-211-522-011		FIELD SUPPLIES		
7146	TIGEROIRECT*	FLASH DRIVES 100-211	V11934140101	79.52
8149	MCCLAIN RADAR SERVICE LLC*	2 RADAR CERTIFICATIONS 100-211	1795	70.00
100211-522-050		MEDICAL SUPPLIES		
2386	PEKIN PRESCRIPTION LAB INC*	INMATE DRUGS JULY 10 100-211	238-0810	6,559.17
2456	PRAXAIR DISTRIBUTION INC-465*	JAIL OXYGEN 100-211	37220985	15.75
9198	STINAUER FAMILY DENISTRY INC*	INMATE CARE 100-211	JA0023-0810	338.00
100211-522-100		GASOLINE & OIL		
1761	TAZEWELL COUNTY HIGHWAY*	SQUAD FUEL 7/10 100-211	80664	11,846.27
1761	TAZEWELL COUNTY HIGHWAY*	STATES ATTY FUEL 7/10 100-211	80669	154.46
8179	VISA*	SQUAD FUEL JULY 10 100-211	4555-0810	334.98
100211-522-110		UNIFORMS & CLOTHING		
2486	SAM HARRIS UNIFORMS*	SHERIFF HUSTON 100-211	71978	105.25
100211-522-120		WEAPONS & AMMUNITION		
62	PEKIN GUN & SPORTING GOODS INC*	AR-15 PARTS 100-211	98187	165.00
8929	DPMS FIREARMS LLD*	AR-15 100-211	397530-IN	853.00
9318	SOUND CHOICE HEARING CLINIC INC*	EAR PLUGS 100-211	5292	570.00
100211-533-020		K-9 EXPENSES		
7667	TRACTOR SUPPLY CREDIT PLAN*	DOG FOOD 100-211	17099	134.97
100211-533-050		HEALTH PROFESSIONALS, LTD		
3786	HEALTH PROFESSIONALS LTD*	INVT HLTH CARE 9/10 100-211	3457	21,229.58
3786	HEALTH PROFESSIONALS LTD*	MNTL HLTH SV 9/10 100-211	3550	2,360.43

Claims Docket
 Expenditure Accounts

Comty Vend No	Vend-Name	SHERIFF DEPT. (100-211)	Invoice-Numb	Expense-Amount
100-211-533-060	PRISONERS FOOD			
740-7	A'VIANDS LLC*	PAPER PLATES 100-211	38504	26.96
740-7	A'VIANDS LLC*	INMT MLS 7/1-7/3 100-211	38628	1,993.56
740-7	A'VIANDS LLC*	INMT MLS 7/4-7/10 100-211	38668	4,797.04
740-7	A'VIANDS LLC*	INMT MLS 7/11-7/17 100-211	38745	5,231.33
740-7	A'VIANDS LLC*	INMT MLS 7/18-7/24 100-211	38787	5,248.11
100-211-533-220	TPCCC			
214	TAZEWELL/PEKIN COMMUNICATIONS*	COMMUNICATION SVC 9/11 100-211	217-0810A	97,185.00
100-211-533-700	VEHICLE MAINTENANCE			
121-3	NAPA AUTO PARTS*	FUSE 100-211	126697	5.04
652-1	MIDSTATE COLLISION REPAIR INC*	RPR TRUNK LID/HARLEY 100-211	65261-0810	200.00
901-5	BEST AUTOMOTIVE*	REAR HUB ASSEMBLYS 100-211	1253	521.89
901-5	BEST AUTOMOTIVE*	MAINT 04-15 100-211	1254	73.89
901-5	BEST AUTOMOTIVE*	MAINT MERCURY 06 100-211	1255	27.99
901-5	BEST AUTOMOTIVE*	REPAIR 06-8 100-211	1256	747.65
901-5	BEST AUTOMOTIVE*	MAINT MOUNT TIRES 05-4 100-211	1257	80.99
901-5	BEST AUTOMOTIVE*	MAINT 10-1 100-211	1258	27.99
901-5	BEST AUTOMOTIVE*	FLAPS/RNGRDS 10-6 100-211	1259	166.90
901-5	BEST AUTOMOTIVE*	MAINT DODGE DURANGO 100-211	1260	27.99
901-5	BEST AUTOMOTIVE*	BRAKES 08-4 100-211	1261	438.47
901-5	BEST AUTOMOTIVE*	MAINT/WIPER BLDS 08-2 100-211	1262	83.75
913-1	LET IT SHINE*	SQUAD WASHES JULY 100-211	1082-2046	135.00
100-211-533-760	RADIO MAINTENANCE			
230	MOYER ELECTRONICS INC*	STRIP OUT D6-2 100-211	10605	150.00
230	MOYER ELECTRONICS INC*	SET UP NEW SQUAD 10-7 100-211	10608	717.60
230	MOYER ELECTRONICS INC*	RPR SPOT LIGHT 04-3 100-211	10628	22.50
100-211-533-960	MERIT COMMISSION			
106	PEKIN DAILY TIMES*	JAIL CLRK WANT AD 100-211	91055	241.40
64-4	ILLINOIS BOARD OF SHERIFFS*	ANNUAL DUES 100-211	2010	300.00
738-4	KCB INFORMATION SVCS*	BCKGRNS CHK 100-211	8904477-0810	15.00
823-6	TERRENCE G MCCANN & ASSOC*	POLYGRAPH 100-211	1-0810	150.00
823-6	TERRENCE G MCCANN & ASSOC*	POLYGRAPH 100-211	1-0810A	150.00
823-6	TERRENCE G MCCANN & ASSOC*	PLYGRPH CO APPLICANTS 100-211	1-0810B	300.00
100-211-533-982	REIMBURSEMENT			

TAZEWELL COUNTY

Claims Docket
Expenditure Accounts

County	Vend-No	Vend-Name	SHERIFF DEPT. (100-211)	Invoice-Numb	Expense-Amount
19803		PIERCE & ASSOCIATES*	CIVIL OVERPAYMENT 100-211	09CH285	61.50
TOTAL:					<u>165,834.02</u>

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	EMA (100-213)	Invoice-Numb	Expense-Amount
100-213-522-100			GASOLINE		
17331		TAZEWELL COUNTY HIGHWAY*			
18904		COOK*DAWN M		80668	188.97
			JULY FUEL 100-213	6826-0810	97.85
			GAS 100-213		
100-213-533-620			GAS & ELECTRIC		
7		AMEREN CILCO*	21304 IL RT 9 100-213	346881495-0810	54.74
7		AMEREN CILCO*	21304 IL RT 9 EMA 100-213	5064963774-0810	146.78
7		AMEREN CILCO*	21304 IL RT 9 100-213	5918993212-0810	169.84
7		AMEREN CILCO*	21306 IL RT 9 100-213	8964336175-0810	52.89
84667		SEMPRA ENERGY SOLUTIONS LLC*	21304 IL RT 9 100-213	1483429	299.25
92118		DIRECTV*	EMA CABLE SVC 100-213	1306916059	83.99
100-213-533-730			EQUIPMENT MAINTENANCE		
231		MOYER ELECTRONICS INC*	RPR FOR LIGHTNING DMGE 100-213	10597	152.95
231		MOYER ELECTRONICS INC*	RPR FOR LIGHTNING DMGE 100-213	10610	45.00
100-213-533-760			IECGP GRANT		
4522		STAPLES CREDIT PLAN*	SUPPLIES 100-213	18709	136.27
92116		MEDICAL HORIZONS CONSULTING LLC*	IECGP 100-213	341	1,000.00
				TOTAL:	2,428.53

Claims Docket
Expenditure Accounts

A20300
08/11/2010

Page 25
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Comty	Vend-No	Vend-Name	COURT SECURITY (100-214)	Invoice-Numb	Expense-Amount
	100-214-533-000		CONTRACTUAL SERVICE		
87	SEICO INC*		EXIT DOOR OPO 100-214	63313	220.00
87	SEICO INC*		RPLC CANER JC 100-214	63404	794.00
87	SEICO INC*		RPLC CAMERA BPOD JC 100-214	63488	628.00
87	SEICO INC*		PANIC BUTTON MCK BLDG 100-214	63489	220.00
230	MOYER ELECTRONICS INC*		RADIO SERV. CONTR. 8/10 100-214	10082	240.00
126	RAGAN COMMUNICATIONS INC*		CORONER RADIO SVC 8/10 100-214	307310	27.12
126	RAGAN COMMUNICATIONS INC*		RADIO SVC CONTR 8/10 100-214	307313	1,695.00
				TOTAL:	<u>3,824.12</u>

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	COURT SERVICES PROBATION UPGRADE (100-230)	Invoice-Numb	Expense-Amount
	100-230-522-010	BRADFORD SYSTEMS CORPORATION*	OFFICE SUPPLIES	12974-1	229.70
	100-230-522-100	TAZEWELL COUNTY HIGHWAY*	GASOLINE/OIL		
	17881	CITY OF PEKIN - VEHICLE MAINT DEPT	GAS FOR SQUADS 7/10 100-230	80667	236.65
	77739	CITY OF PEKIN - VEHICLE MAINT DEPT	FUEL FOR SQUADS 6/10 100-230	77739-0810A	938.84
	77739	CITY OF PEKIN - VEHICLE MAINT DEPT	FUEL FOR SQUAD 7/10 100-230	77739-0810D	977.64
	100-230-533-000	AAA CERTIFIED CONFIDENT SECURITY*	CONTRACTUAL SERVICE		
	77755	CITYLINK*	MATERIAL DESTRUCTION 100-230	35782	144.60
	78091		SINGLE RIDE BUS PASS 100-230	10288	50.00
	100-230-533-080	FEDEX*	WORK RELEASE/ELECTRONIC MON		
	13356	CAM SYSTEMS*	SHIPPING FEES 100-230	7-153-73825	10.97
	90024		GPS MONITORING SYSTEM 100-230	10453	265.50
	100-230-533-180	MARY DAVIS DETENTION HOME*	MEDICAL SERVICES		
	333	CHAPMAN MD*ROBERT E	PHYSICALS FOR JV 7/10 100-230	335-0810A	80.00
	740	VARIAN INC*	REPORT PREP FOR EVAL 100-230	09-CF-482	475.00
	65050	MIDWEST COUNSELING SERVICES*	DRUG TESTING SUPPLIES 100-230	3033159	1,679.98
	66645		EVALUATION 100-230	006070710	675.00
	70036	VISA*	BOWLS 100-230	1511-0810	17.28
	70036	VISA*	SHIPPING FEES/METER 100-230	1511-0810A	8.11
	85551	IWIRC*	BLOOD DRAW 100-230	10030808-35875	117.28
	87887	AMERICAN SCREENING CORP*	DRUG TESTING SUPPLIES 100-230	210421	230.00
	87887	AMERICAN SCREENING CORP*	DRUG TESTING SUPPLIES 100-230	211307	320.00
	91557	MASON DISTRICT HOSPITAL*	COPY MEDICAL RECORDS 100-230	060410	60.55
	100-230-533-220	T/POCC			
	210	TAZEWELL/PEKIN COMMUNICATIONS*	COMMUNICATION SERVICE 100-230	217-0810B	1,067.00
	125	RAGAN COMMUNICATIONS INC*	MO.SVC CHARGE/PRTBLS 100-230	307307	311.88
	100-230-533-300	RICCI*JOYCE	P O MEALS/MILES		
	340	LONG*BRIAN	MEAL/TRANSPORT 100-230	340-0810	18.42
	63302	LONG*BRIAN	MEAL/TRANSPORT 100-230	63302-0810	9.08
	63302	LONG*BRIAN	MEAL/TRANSPORT 100-230	63302-0810A	13.50
	81981	STUMP*JUSTIN	MEAL/TRANSPORT 100-230	81981-0810	10.75
	81981	STUMP*JUSTIN	JUVENILE TRANSPORT 100-230	81981-0810A	10.07

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	COURT SERVICES PROBATION UPGRADE (100-230)	Invoice-Numb	Expense-Amount
	88233	OETZEL*SHAWN	MEAL @ TRAINING 100-230	88253-0810	10.18
	100230-533-700		VEHICLE MAINTENANCE		
	228	RAY DENNISON CHEVROLET INC*	OIL CHANGE PROB (3) 100-230	CVCS327925	24.74
	228	RAY DENNISON CHEVROLET INC*	VEHICLE RPRS PROB (2) 100-230	CVCS327971	317.10
	228	RAY DENNISON CHEVROLET INC*	OIL CHNG PROB (4) PRS 100-23	CVCS328176	47.89
	228	RAY DENNISON CHEVROLET INC*	OIL CHNGS/RPRS PROB(8) 100-230	CVCS328440	333.27
	77799	CITY OF PEKIN - VEHICLE MAINT DEPT	VEHICLE REPAIR 6/10 100-230	77739-0810B	720.23
	77799	CITY OF PEKIN - VEHICLE MAINT DEPT	RMVL OF DECALS 100-230	77739-0810E	227.50
	77799	CITY OF PEKIN - VEHICLE MAINT DEPT	PARTS AND LABOR 100-230	77739-0810F	255.52
	81633	MR. RUSTPROOFER*	GLUE/STICKER REMOVER 100-230	81683-0810	229.00
	81633	MR. RUSTPROOFER*	SQUAD CAR CLN UP PROB (8) 100-	81683-0810A	379.00
	93155	TUXHORN TOWING INC*	TOW FOR REPAIR 100-230	82796	255.00
	93159	NARAMORE'S AUTO & EXHAUST*	EXHAUST 03 CHEVY 100-230	080310	763.14
	100230-533-910		TRAINING		
	275	NIEMANN FOODS INC*	SODA\ GROUP TRAINING 100-230	1215313	15.72
	275	NIEMANN FOODS INC*	SODA/GROUP TRAINING 100-230	1215539	25.56
	91033	AAIM EMPLOYEES ASSOC*	ON LINE TRAINING 100-230	E112318	209.00
	100230-533-979		CTR FOR PREVENTION OF ABUSE		
	1218	CENTER FOR PREVENTION OF ABUSE*	DV PROGRAM 6/1-6/30 100-230	1218-0810	3,553.93
	100230-544-000		COMPUTER HARDWARE/SOFTWARE		
	87	SEICO INC*	GLOBAL TRACKING 8/10 100-230	63556	231.00
	350	SOLUTION SPECIALTIES INC*	NTWRK MO SVC CHRNG 100-230	155504950510496	217.50
	9468	COMMUNICATION REVOLVING FUND*	COMMUNICATION CHRNG 6/10 100-23	T1049688	93.04
	85033	E & S COMMUNICATIONS*	REMOVE RADIO FROM VEH. 100-230	10-1262	32.50
	85033	E & S COMMUNICATIONS*	INSTALL RADIO/GPS 100-230	10-1269	202.00
	100230-544-001		MISC EQUIPMENT		
	453	STAPLES CREDIT PLAN*	LABELS 100-230	9206320898	144.75
	7694	ROYAL IMAGING SUPPLIES*	DRUM FOR JV FAX 100-230	2832	82.00
	100230-544-000		COMPUTER HARDWARE/SOFTWARE		
	7311	VERIZON WIRELESS	CARDS FOR LAPTOPS		399.78
					2596
					08-06-10
			TOTAL:		16,327.37
			MANUAL TOTAL		399.78
			GRAND TOTAL		16,727.15

Claims Docket
 Expenditure Accounts

Comty	Vend-No	Vend-Name	COURT SERVICES (100-231)	Invoice-Numb	Expense-Amount
	100231-533-070		DETENTION		
	335	MARY DAVIS DETENTION HOME*	JV DETENTION 7/10 100-231	335-0810	22,540.00
	1006	PEORIA COUNTY JUVENILE DETENTION*	JV DETENTION 7/10 100-231	10816-0810	4,140.00
	100231-533-190		PRIVATE HOMES & INSTITUTIONS		
	345	ARROWHEAD RANCH*	JV PLACEMENT 5/10 100-231	1578-IN	3,833.15
TOTAL:					<u>30,513.15</u>

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Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	CORONER (100-252)	Invoice-Numb	Expense-Amount
	100-252-522-010		OFFICE SUPPLIES		
	70042	VISA*	FILM PROCESS 100-252	1271-0810	8.61
	75920	FIVE STAR WATER*	WATER BILL 100-252	26039-0810	22.07
	100-252-522-100		GASOLINE		
	17681	TAZEWELL COUNTY HIGHWAY*	GASOLINE FOR JULY 100-252	80666	153.79
	100-252-533-020		PATHOLOGY EXPENSE		
	320	TARASKA MD*DR JOHN J	AUTOPSY 100-252	A-10-10	800.00
	320	TARASKA MD*DR JOHN J	AUTOPSY 100-252	A-11-10	800.00
	69446	QUARELLO*JANE L	ASSISTS 100-252	A-10-10/A-10-11	300.00
	83087	LAIR DEATH INVESTIGATIONS*	ASSIST RFN-186-10 100-252	1937	175.00
	89013	RALSTON FORENSIC NETWORK*	AUTOPSY 100-252	RFN-140-10	800.00
	89013	RALSTON FORENSIC NETWORK*	AUTOPSY 100-252	RFN-149-10	800.00
	89013	RALSTON FORENSIC NETWORK*	AUTOPSY 100-252	RFN-156-10	800.00
	91005	GALLETTI*KELA	AUTOPSY ASSIST 100-252	070210	125.00
	93046	ZIEBELL*RACHEL	ASSIST 100-252	RFN-188-10	175.00
	100-252-533-021		TOXICOLOGY LAB EXPENSE		
	9600	SLU DEPT OF PATHOLOGY*	JULY TOX 100-252	T1107068	125.00
	100-252-533-022		MORGUE USE EXPENSE		
	320	CENTRAL ILLINOIS MORTUARY SERVICES	MORGUE USE FOR JULY 100-252	322-0810	700.00
	100-252-533-300		MILEAGE		
	360	SEWARD*MICHAEL	MILEAGE/SCENES 100-252	363-0810	30.25
	100-252-533-370		BODY REMOVAL		
	320	CENTRAL ILLINOIS MORTUARY SERVICES	JULY BODY REMOVAL 100-252	322-0810A	1,000.00
			TOTAL:		6,814.72

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	REGIONAL OFFICE OF EDUCATION (100-711)	Invoice-Numb	Expense-Amount
	100-711-522-010		OFFICE SUPPLIES		
	452	STAPLES CREDIT PLAN*	NOTE SEAL GOLD LABEL 100-711	9206132844	51.60
	100-711-533-300		MILEAGE		
	12914	OWEN*GAIL S	JULY MILEAGE 100-711	12814-0810	84.00
	67486	HOUCHIN*ROBIN G	MILEAGE JULY 10 100-711	67086-0810A	64.00
			TOTAL:		<u>199.60</u>

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	COURTS (100-800)	Invoice-Numb	Expense-Amount
	100-800-522-010	WILL HARMS CO*	OFFICE SUPPLIES	29401-29417	298.62
	20		CALENDERS 100-800		
	100-800-533-120	THOMAS*DALE	ATTORNEY FEES	10P445/04F49	255.00
	16664	HOPPOCK*MATTHEW	GAL FEES 100-800	10-MR-21	497.49
	88-121		SVPATY FEES 100-800		
	100-800-533-140	SHANE*JULIA	COURT REPORTING FEES	10-CM-138	30.00
	21-129	HARRIS*E SCOTT	TRANSCRIPTS 100-800	07MR96	476.00
	2662	HARRIS*E SCOTT	TRANSCRIPT 100-800	08CF127	60.00
	2662	HARRIS*E SCOTT	TRANSCRIPT 100-800	10CF26	96.00
	2662	HARRIS*E SCOTT	TRANSCRIPT 100-800	06CF703	156.00
	76629	HESS*TANA J	TRANSCRIPT 100-800		
	100-800-533-170	ZAVALA*CATALINA	WITNESS FEES	10-DT-255	65.00
	2492	HALL INTERPRETING SVC*KEITH	TRANSLATOR 100-800	1281	218.00
	17744	PHAN*AN V	SIGN INTERPRETER 100-800	DT199-TR5393-94	130.00
	65443		VIETNAMESE TRANSLATOR 100-800		
	100-800-533-180	PEORIA PSYCHOLOGICAL ASSOC*	TESTING FEES	10CF295	900.00
	77709	WITHERSPOON PHD*KIRK	FITNESS EVALUATION 100-800	10-MR-21	3,788.61
	82448		TESTING 100-800		
	100-800-533-450	LEGAL RECORD CORP*	INDIGENT PUBLICATION	10913	30.00
	64441		NOTICE BY PUBLICATION 100-800		
	100-800-544-000	GEORGE O PASQUEL CO*	MISC. EQUIPMENT	1022081	243.54
	97709		COFFEE SUPPLIES 100-800		
			TOTAL:		7,244.26

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	FARM (100-912)	Invoice-Numb	Expense-Amount
	100-912-522-160		FERTILIZER		
	93336	SAUDER FARMS INC*		R00001084	160.04
	100-912-522-170		SEED		
	93336	SAUDER FARMS INC*		27	337.50
				TOTAL:	<u>497.54</u>

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	COUNTY GENERAL (100-913)	Invoice-Numb	Expense-Amount
	100-913-522-010	QUILL CORPORATION*	OFFICE SUPPLIES		
	733	QUILL CORPORATION*	SUPPLIES 100-913	6572899	393.89
	733	QUILL CORPORATION*	SUPPLIES 100-913	6591544	36.24
	733	QUILL CORPORATION*	SUPPLIES 100-913	6693139	824.26
	733	QUILL CORPORATION*	SUPPLIES 100-913	6735335	36.54
	733	QUILL CORPORATION*	SUPPLIES 100-913	7056776	656.70
	733	QUILL CORPORATION*	SUPPLIES 100-913	7064900	62.16
	4442	USI INC*	LAMINATOR 100-913	44471C0016	233.64
	70441	VISA*	CLOCKS 100-913	1347-C810	152.96
	75116	OFFICE DEPOT*	SUPPLIES 100-913	52554C584001	543.62
	75116	OFFICE DEPOT*	SUPPLIES 100-913	526343894001	184.08
	75116	OFFICE DEPOT*	SUPPLIES 100-913	528164521001	156.11
	100-913-522-300	QUILL CORPORATION*	COMPUTER SUPPLIES		
	733	QUILL CORPORATION*	INK CARTRIDGES 100-913	7010350	661.90
	733	QUILL CORPORATION*	INK CARTRIDGES 100-913	7129200	237.82
	100-913-522-320	MIDLAND PAPER*	COPY MACHINE SUPPLIES		
	151	MIDLAND PAPER*	COPY PAPER 100-913	35260890	5,680.00
	151	MIDLAND PAPER*	COPY PAPER J.C 100-913	35260920	1,136.00
	100-913-533-011	PTC SELECT*	COMPUTER MAINTENANCE		
	733	PTC SELECT*	CO BD/CO CLRK PRNTRS 100-913	173256	464.00
	61113	PROACTIVE TECHNOLOGY GROUP,LTD*	7/7 WRK ON TAZ.COM 100-913	6112	25.00
	61113	PROACTIVE TECHNOLOGY GROUP,LTD*	7/9 HELP DESK 100-913	6116	600.00
	61113	PROACTIVE TECHNOLOGY GROUP,LTD*	7/14 HELP DESK 100-913	6118	700.00
	100-913-533-013	HELLER P C*J BRIAN	ADMN ADJUDICATION SERVICE		
	30	HELLER P C*J BRIAN	CODE HEARING 7/10 100-913	10264	505.58
	100-913-533-210	QUICKSILVER MAILING SERVICES*	POSTAGE		
	12117	QUICKSILVER MAILING SERVICES*	1ST CLASS PRESORT 100-913	64571	357.46
	70675	UNITED STATES POSTAL SERVICE*	JULY POSTAGE 100-913	70675-0810A	6,088.23
	100-913-533-320	DIGITAL COPY SYSTEMS LLC*	COPY MACHINE MAINTENANCE/USAGE		
	90611	DIGITAL COPY SYSTEMS LLC*	7/10 LEASE CONTRACT 100-913	CNIN065099	2,841.40
	90611	DIGITAL COPY SYSTEMS LLC*	7/10 MAINT. CONTRACT 100-913	CNIN065100	1,380.00
	90611	DIGITAL COPY SYSTEMS LLC*	JULY10 COPY COUNTS 100-913	CNIN066381	469.67

A20300
08/11/2010

TAZEWELL COUNTY

Claims Docket
Expenditure Accounts

County	Vend-No	Vend-Name	COUNTY GENERAL (100-913)	Invoice-Numb	Expense-Amount
	100-913-533-910		EDUCATION/TRAVEL/TRAINING		
	26	CRAWFORD*K RUSSELL	TRAINING CO BRD 100-913	26-0810A	192.62
	148	DEININGER*KRISTAL	MILEAGE/PARKING ZONING 100-913	148-0810	15.90
	201	STANFORD*MELVIN	GALENA LODGING CO. BRD 100-913	2041-0810A	169.58
	65	ROBERTSON*AMBER	MILEAGE/PKNG SHERIFF 100-913	65262-0810	13.00
	67	HOUCHIN*ROBIN G	CONF MILEAGE ROE 100-913	67086-0810	75.00
	70	VISA*	IARSS MEETING ROE 100-913	1305-0810	156.80
	78	NEUHAUSER*TIMOTHY D	M & IE CO BRD 100-913	78594-0810A	63.00
	97	BEEMAN*JESSICA	MILEAGE REIMB S/A 100-913	97329-0810	75.00
	100-913-533-912		PEKIN LANDFILL		
	92	PATRICK ENGINEERING INC*	PK LANDFILL SVCS 100-913	20803.016-8	1,320.00
	100-913-533-970		YOUTH SERVICES BOARD		
	12	YOUTH SERVICE BOARD*	1/4 PAYMENT 100-913	1224-2010A	3,750.00
	100-913-533-971		TRI-CO. REG. PLANNING COMMISS.		
	123	TRI-COUNTY REGIONAL PLANNING COM*	1/4 PAYMENT 100-913	1223-2010A	4,000.00
	100-913-533-972		TAZ CO SOIL & WATER CONSER.		
	66	TAZEWELL COUNTY SOIL & WATER CONS*	1/4 PAYMENT 100-913	662-2010A	1,875.00
	100-913-533-978		ECONOMIC DEVELOPMENT COUNCIL		
	82	EDC INC*	1/4 PYMNT PER CONTRACT 100-913 422		17,706.25
	100-913-533-979		CTR FOR PREVENTION OF ABUSE		
	128	CENTER FOR PREVENTION OF ABUSE*	1/4 PAYMENT 100-913	1218-2010A	6,750.00
	100-913-533-981		HEARTLAND COMM. HEALTH CLINIC		
	127	HEARTLAND COMM HEALTH CLINIC*	1/4 PAYMENT 100-913	1220-2010A	1,250.00
	100-913-533-983		HOUSE OF HOPE		
	15	TAZEWELL COUNTY HOUSE OF HOPE*	1/4 PAYMENT 100-913	15563-2010A	1,000.00
	100-913-544-000		TECHNOLOGY UPGRADES		
	62	CDW GOVERNMENT INC*	CISCO ASA FIREWALL 100-913	THQ0572	2,637.12
	93	COMCAST CABLE*	CABLE SVC 100-913	0262223-0810	34.95

CLATSOP COUNTY
Claims Docket
Expenditure Accounts

Comty
Vend-No Vend-Name COUNTY GENERAL (100-913) Invoice-Numb Expense-Amount

TOTAL: 65,511.48

100-913-533-101	COMPUTER CONTRACT			
84051	EJUSTICE SOLUTIONS, LLC	SIX MONTH CONTRACT		25,000.00 check# 2585 07-30-10
100-913-533-910	EDUCATION/TRAVEL/TRAINING			
177	HAL HARPER	M & IE SHERIFF		258.00 check# 2586 07-30-10
263	KEVIN JOHNSON	LODGING/M & IE S/A		99.20 check# 2568 07-23-10
144	ILLINOIS SHERIFFS ASSOC.	SUMMER CONFERENCE REGIST.	SHERIFF	200.00 check# 2570 07-23-10
125	VICKI GRASHOFF	MILEAGE/M & IE	AUDITOR	119.90 check# 2550 07-16-10
207	DENNIS CONOVER	M & IE CORONER		222.00 check# 2569 07-23-10
937	LARRY STEELE	M & IE SHERIFF		168.00 check# 2549 07-16-10
137	TODD MUTCHLER	M & IE SHERIFF		258.00 check# 2587 07-30-10
864	PATTI TIMIAN	MILEAGE SOFA		69.50 check# 2588 07-30-10
874	SUBURBAN LAW ENFORCEMENT ACADEMY	CRIMINAL HISTORY TRAINING	SHERIFF	25.00 check# 2571 07-23-10
874	SUBURBAN LAW ENFORCEMENT ACADEMY	CRIMINAL HISTORY TRAINING	SHERIFF	25.00 check# 2572 07-23-10
973	COMFORT INN & SUITES	LODGING S/A		470.00 check# 2552 07-16-10
973	BRITTANY MARTZLUF	M & IE S/A		276.00 check# 2553 07-16-10
973	REGIONAL OFFICE OF ED. #17	HLS INSPECTOR TRAINING ROE		75.00 check# 2589 07-30-10

MANUAL TOTAL 27,265.60

GRAND TOTAL 92,777.08

Claims Docket
 Expenditure Accounts

Comty	Vend-No	Vend-Name	TOWNSHIP BRIDGE FUND (201-311)	Invoice-Numb	Expense-Amount
	201-311-533-110	ENGINEER CONSULTANT			
	201-311-533-110	FAHEY HOLLOW BRIDGE 201-311	7P		4,919.74
				TOTAL:	<u>4,919.74</u>
	201-311-544-100	BRIDGE CONSTRUCTION			
	201-311-544-100	MUD CREEK BRIDGE			154,211.22
				MANUAL TOTAL	154,211.22
				GRAND TOTAL	159,130.96

check# 2573:07-23-10

A20300
08/09/2010

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	COUNTY HIGHWAY (202-311)	Invoice-Numb	Expense-Amount
	200-311-522-100	FUEL	FUEL 202-311	6904	17,582.35
	20095	AG-LAND FS INC*	FUEL 202-311	6960	18,652.67
	200-311-522-720	MAINTENANCE MATERIALS			
	20030	KROLL HEATING A/C REFRIG CO*	MONTHLY SERVICE 202-31	42782	65.00
	20031	LAWSON PRODUCTS INC*	SUPPLIES 202-311	9414083	541.99
	20081	LAWSON PRODUCTS INC*	SUPPLIES 202-311	9425407	359.34
	20041	PRAXAIR DISTRIBUTION INC-465*	CYLINDERS 202-311	37089632	8.60
	20041	PRAXAIR DISTRIBUTION INC-465*	CYLINDERS 202-311	37220987	17.55
	20066	ATLAS SUPPLY COMPANY 2*	SUPPLIES 202-311	131048	119.95
	20018	PURITAN SPRINGS*	WATER 202-311	1241231-0810	40.24
	200-311-533-400	PUBLICATION OF LEGAL NOTICES			
	20084	PEKIN DAILY TIMES*	LEGAL NOTICE 202-311	90815	73.25
	200-311-533-720	BUILDING MAINTENANCE			
	20043	AMEREN CILCO*	MONTHLY SERVICE 202-311	06010-0810	27.78
	20013	AMEREN CILCO*	MONTHLY SERVICE 202-311	07001-0810	27.78
	20013	AMEREN CILCO*	MONTHLY SERVICE 202-311	16002-0810	160.83
	20013	AMEREN CILCO*	MONTHLY SERVICE 202-311	17005-0810	27.78
	20013	AMEREN CILCO*	MONTHLY SERVICE 202-311	23006-0810	31.32
	20013	AMEREN CILCO*	MONTHLY SERVICE 202-311	27010-0810	21.79
	20013	AMEREN CILCO*	MONTHLY SERVICE 202-311	48012-0810	27.78
	20013	AMEREN CILCO*	MONTHLY SERVICE 202-311	48013-0810	29.03
	20013	AMEREN CILCO*	MONTHLY SERVICE 202-311	49003-0810	27.78
	20013	AMEREN CILCO*	MONTHLY SERVICE 202-311	55008-0810	27.78
	20013	AMEREN CILCO*	MONTHLY SERVICE 202-311	58007-0810	458.01
	20013	AMEREN CILCO*	MONTHLY SERVICE 202-311	64016-0810	32.81
	20013	AMEREN CILCO*	MONTHLY SERVICE 202-311	70012-0810	58.31
	20013	AMEREN CILCO*	MONTHLY SERVICE 202-311	72016-0810	29.56
	20013	AMEREN CILCO*	MONTHLY SERVICE 202-311	92330-0810	319.05
	20088	NICOR GAS*	MONTHLY SERVICE 202-311	295349-0810	32.64
	20069	VILLAGE OF MACKINAW 2*	MONTHLY SERVICE 202-311	1540-0810	25.45
	20070	AT&T*	MONTHLY SERVICE 202-311	9255532-0810	522.41
	20037	ILLINOIS AMERICAN WATER COMPANY*	MONTHLY SERVICE 202-311	228687-0810	82.12
	20037	ILLINOIS AMERICAN WATER COMPANY*	MONTHLY SERVICE 202-311	228688-0810	26.19
	20137	ILLINOIS AMERICAN WATER COMPANY*	MONTHLY SERVICE 202-311	228689-0810	31.53

A20300
08/09/2010

LAKEVIEW COUNTY

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	COUNTY HIGHWAY (202-311)	Invoice-Numb	Expense-Amount
	20037	ILLINOIS AMERICAN WATER COMPANY*	MONTHLY SERVICE 202-311	561868-0810	23.95
	20008	FRONTIER*	MONTHLY SERVICE 202-311	9255532-0810	309.95
	20074	WASTE MANAGEMENT*	MONTHLY SERVICE 202-311	2203323-2070-8	141.82
	20027	S & S SERVICES*	CLEANING 202-311	810	500.00
	20068	AMEREN IP*	MONTHLY SERVICE 202-311	23855-0810	28.27
	20098	SEMPRA ENERGY SOLUTIONS LLC*	MONTHLY SERVICE 202-311	101870001450646	227.11
	200-311-533-730	EQUIPMENT MAINTENANCE			
	20010	MUTUAL WHEEL CO*	PARTS 202-311	2632592	161.18
	20010	MUTUAL WHEEL CO*	PARTS 202-311	2632775	1,224.00
	20032	MARTIN EQUIPMENT OF ILLINOIS INC*	PARTS 202-311	172076	120.98
	20043	ROLAND RICH FORD-MERCURY INC*	PARTS 202-311	232548	50.72
	20046	SCHWARZENTRAUB IMPLEMENT INC 2*	PARTS 202-311	116455	82.58
	20081	ILLINOIS OIL MARKETING EQUIP INC*	REPAIRS & PARTS 202-311	43412-IN	221.00
	20081	ILLINOIS OIL MARKETING EQUIP INC*	REPAIRS & PARTS 202-311	43561-IN	1,539.00
	20024	DULTMEIER SALES INC*	PARTS 202-311	1700958	63.05
	20067	ALTONFER INC*	PARTS 202-311	PC080024244	95.00
	20039	CENTRAL ILLINOIS AG 2*	PARTS 202-311	IM12148	400.81
	20055	CARQUEST AUTO PARTS*	SUPPLIES 202-311	6607-80086	17.20
	20024	PENCE'S AG REPAIR INC*	TRUCK TESTS 202-311	3637	96.00
	20024	PENCE'S AG REPAIR INC*	TRUCK TESTS 202-311	3664	75.00
	20024	PENCE'S AG REPAIR INC*	TRUCK TESTS 202-311	3690	32.00
	20025	CROSS IMPLEMENT INC*	PARTS 202-311	210739	424.49
	20025	CROSS IMPLEMENT INC*	PARTS 202-311	210973	138.82
	20080	FLANAGAN IMPLEMENT & SVC*	PARTS 202-311	46962F	40.36
	20080	FLANAGAN IMPLEMENT & SVC*	PARTS 202-311	46974F	84.16
	20045	VAISALA INC*	PARTS 202-311	221953	391.37
	200-311-533-740	HIGHWAY MAINTENANCE			
	20003	VERIZON WIRELESS*	MONTHLY SERVICE 202-311	2430831919	515.18
	20056	EVELSIZER*RANDALL	LICENSE RENEWAL 202-311	7255	65.00
	20028	WEST FORK DRAINAGE DISTRICT 2*	ANNUAL ASSESSMENT 202-311	9252/0810	16.88
	20056	ALLEN PRECISION EQUIPMENT INC 2*	PARTS 202-311	743683	159.99
	20000	BAKER*HARLAN	LICENSE RENEWAL 202-311	3255	65.00
	20080	SELLER INSTRUMENT & MFG CO INC*	GEO XH 202-311	252675	2,330.00
	200-311-544-110	ROAD IMPROVEMENT			
	20034	HANSON AGGREGATES INC*	ROCK 202-311	5170112	252.32
	20095	AG-LAND FS INC*	SUPPLIES 202-311	71137	40.46

PROCEEDINGS FROM THE TANKWHEEL COUNTY BOARD MEETING HELD THIS DAY

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	COUNTY HIGHWAY (202-311)	Invoice-Numb	Expense-Amount
	20095	AG-LANE FS INC*	SUPPLIES 202-311	7371C	330.00
	20095	AG-LANE FS INC*	SUPPLIES 202-311	7371C	110.00
	20082	LEMAN PRECAST*	MARKERS 202-311	3167E	360.00
	20089	CONTECH CONSTRUCTION PRODUCTS INC2	PIPE 202-311	60-07-0025	1,443.00
	20025	NETZGER*SHAARON	MILEAGE JULY 202-311	810	111.00
	20018	LOWERY EXCAVATING*	ROCK 202-311	4513	221.63
	20008	HD SUPPLY WATERWORKS LTD*	PIPE 202-311	1619606	48.96
	20062	QPR*	ROCK 202-311	6931269	59.62
	20062	QPR*	ROCK 202-311	6936425	127.92
	20062	QPR*	ROCK 202-311	6936426	102.98
	20062	QPR*	ROCK 202-311	6939656	84.56
	20052	QPR*	ROCK 202-311	6939657	190.79
	20099	THE TRAFFIC SIGN STORE*	SIGNS 202-311	T13425	628.00
	20042	FRALEY*JUDSON	MILEAGE JULY 202-311	810	183.00

2004311-544-125	DEBT SERVICES- PRINCIPAL				
20095	CATERPILLAR FINANCIAL SERV CORP*	WHEEL LOADER LEASE 202-311	2008-08-0810		2,150.68
20095	CATERPILLAR FINANCIAL SERV CORP*	LEASE OCTOBER 202-311	810		1,026.83

TOTAL: 56,601.29

202311-533-910	TRAINING				
20803	ILLINOIS LICA	EROSION WORKSHOP			125.00
					check#2555 07-16-10

MANUAL TOTAL 125.00

GRAND TOTAL 56,726.29

40

TAZEWELL COUNTY

Claims Docket

Expenditure Accounts

Comty	Vend-No	Vend-Name	COUNTY MOTOR FUEL TAX (203-311)	Invoice-Number	Expense-Amount
	2003-311-533-740		HIGHWAY MAINTENANCE		
	20053	R A CULLINAN & SON	GENERAL MAIN	280,482.33	check# 2574 07-23-10
	20053	R A CULLINAN & SON	GENERAL MAIN	297,068.68	check# 2595 08-03-10
				MANUAL TOTAL	577,551.01

Claims Docket
Expenditure Accounts

Comty
Vend-No

Vend-Name TWP. ROAD MOTOR FUEL TAX FUND (204-311)

Invoice-Numb

Expense-Amount

204-311-544-110 ROAD IMPROVEMENT
20453 R A CULLINAN & SON INC 2* COPPER RD DEER CREEK 204-311 3133 134,903.47
20406 TREMONT LUMBER CO INC* DELAVAN R.D POSTS 204-311 4119 383.00

TOTAL: 135,286.47

204-311-544-110 ROAD IMPROVEMENT
20453 R A CULLINAN & SON CINCINNATI ROAD 20,870.04 check# 2556 07-16-10
20453 R A CULLINAN & SON DEER CREEK ROAD 89,810.99 check# 2557 07-16-10
20453 R A CULLINAN & SON DILLION ROAD 52,133.55 check# 2558 07-16-10
20453 R A CULLINAN & SON MORTON ROAD 270.35 check# 2559 07-16-10
20453 R A CULLINAN & SON SAND PRAIRIE ROAD 95,270.56 check# 2560 07-16-10
20453 R A CULLINAN & SON SPRING LAKE ROAD 73,225.76 check# 2561 07-16-10
20453 R A CULLINAN & SON WASHINGTON ROAD 77,841.53 check# 2562 07-16-10
20444 MICRO SURFACING HOPEDALE ROAD 17,115.49 check# 2563 07-16-10

MANUAL TOTAL 426,538.27

GRAND TOTAL 561,824.74

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	COUNTY BRIDGE FUND (205-311)	Invoice-Numb	Expense-Amount
	200-311-533-150		ENGINEER CONSULTANT		
	20072	HLR*	MACKINAW RIVER 205-311	20100661	1,741.00
	20031	MAURER & STUTZ INC*	FARM CREEK BRIDGE 205-311	25089	815.50
	200-311-544-100		BRIDGE CONSTRUCTION		
	20004	G A RICH & SON INC*	HOPEDALE RD REPAIRS 205-311	8691	735.00
	20048	WAYNE LITWILLER EXCAVATING INC*	MINIER RD CULVERT 205-311	43855	4,600.00
				TOTAL:	7,891.50
	206-311-544-100		BRIDGE CONSTRUCTION		
	0886	OTTO BAUM COMPANY	MUD CREEK BRIDGE		
					17,134.58
					17,134.58
					25,026.08

check#2575 07-23-10

Claims Docket
 Expenditure Accounts

Comty	Vend-No	Vend-Name	MATCHING TAX FUND (206-311)	Invoice-Numb	Expense-Amount
	206311-544-110	HLR*	ROAD IMPROVEMENT	20100711	8,754.38
	206311-544-110	AECOM*	MANITO RD BRIDGE 206-311	6098065	1,446.72
	206311-544-110	AECOM*	SPRINGFIELD ROAD 206-311	6098077	1,587.81
	206311-544-110	AECOM*	TOWNLINE ROAD 206-311	6098722	1,029.00
	206311-544-110	LOVEWELL FENCING INC*	CRASH STUDY 206-311	16770	4,800.00
	206311-544-110	LOVEWELL FENCING INC*	REPAIRS MANITO RD 206-311	16772	3,200.00
	206311-544-110	LOVEWELL FENCING INC*	REPAIRS TOWERLINE RD 206-311	16773	2,560.00
	206311-544-110	LOVEWELL FENCING INC*	REPAIRS WASHINGTON RD 206-311	16775	4,200.00
	206311-544-110	LOVEWELL FENCING INC*	REPAIRS DEEMACK RD 206-311	16776	1,600.00
	206311-544-110	LOVEWELL FENCING INC*	REPAIRS SPRINGFIELD RD 206-311	16777	1,200.00
	206311-544-110	LOVEWELL FENCING INC*	HICKORY GROVE RD 206-311		
			TOTAL:		30,377.91

206311-544-110	ROAD IMPROVEMENT	211,578.91	check# 2576 07-23-10
20053	R A CULLINAN & SON		
	SPRINGFIELD ROAD		
	MANUAL TOTAL	211,578.91	
	GRAND TOTAL	241,956.82	

Claims Docket
 Expenditure Accounts

Comty	Vend-No	Vend-Name	VETERANS ASSISTANCE (208-422)	Invoice-Numb	Expense-Amount
	200-422-533-200	TELEPHONE			
	5411	CENTURYLINK*	LONG DISTANCE 208-422	304006043-0810	126.75
	5411	CENTURYLINK*	LONG DISTANCE FEB BILL 208-422	304006043-0810A	109.89
	200-422-533-300	MILEAGE			
	38	SAAL*STEVE	JULY 2010 MILEAGE 208-422	38-0810	203.50
	200-422-533-970	EMERGENCY ASSISTANCE			
	7	AMEREN CILCO*	EMRGNCY UTILITY ASST. 208-422	7160924008-0810	200.00
	27	NIEMANN FOODS INC*	FOOD PANTRY PURCHASE 208-422	957196	329.26
	27	STROPES REALTY*	PRTL RNTL ASST 208-422	18646	250.00
	27	STROPES REALTY*	PRTL RNTL ASST 208-422	18663	250.00
	27	STROPES REALTY*	PRTL RNTL ASST 208-422	18667	250.00
	27	STROPES REALTY*	PRTL RNTL ASST 208-422	18668	250.00
	11199	DION*KARL	PRTL RNTL ASST 208-422	18666	330.00
	1822	GROAT*EVA M	PRTL RNTL ASST 208-422	18657	250.00
	1926	MONTGOMERY*KAREN	PRTL RNTL ASST 208-422	18661	250.00
	1926	MONTGOMERY*KAREN	PRTL RNTL ASST 208-422	18674	250.00
	67451	OAK LAWN MOBILE ESTATES*	PRTL RNTL ASST 208-422	18645	250.00
	71412	DRAFFEN*PHILLIP J	PRTL RNTL ASST 208-422	18643	250.00
	72265	VISTA VILLA*	PRTL RNTL ASST 208-422	18650	250.00
	73396	CARNAHAN*BILL	PRTL RNTL ASST 208-422	18669	250.00
	73398	TRUCKENMILLER*LARRY	PRTL RNTL ASST 208-422	18670	330.00
	77460	COX*RICHARD	PRTL RNTL ASST 208-422	18652	250.00
	79455	BRADLEY*SUE	PRTL RNTL ASST 208-422	18664	330.00
	79455	RITCHIE*DON	PRTL RNTL ASST 208-422	18665	250.00
	82428	BENASSI*DARREN L	PRTL RNTL ASST 208-422	18662	250.00
	82451	KRUMHOLZ*JOAN & BILL	PRTL RNTL ASST 208-422	18653	250.00
	82451	KRUMHOLZ*JOAN & BILL	PRTL RNTL ASST 208-422	18673	250.00
	84446	PEORIA AREA FOOD BANK*	FOOD PANTRY PURCHASE 208-422	A014292-1	89.93
	84446	PEORIA AREA FOOD BANK*	FOOD PANTRY PURCHASE 208-422	A014342-1	11.37
	84446	PEORIA AREA FOOD BANK*	FOOD PANTRY PURCHASE 208-422	A014350-1	174.71
	84446	PEORIA AREA FOOD BANK*	FOOD PANTRY PURCHASE 208-422	A014386-1	53.12
	84446	PEORIA AREA FOOD BANK*	FOOD PANTRY PURCHASE 208-422	A014469-1	130.48
	87433	VAN HOOSSEN*GENE	PRTL RNTL ASST 208-422	18654	250.00
	88467	TOWNE*GARY W	PRTL RNTL ASST 208-422	18659	330.00
	89837	THOMPSON*DIANA	PRTL RNTL ASST 208-422	18648	250.00
	89837	THOMPSON*DIANA	PRTL RNTL ASST 208-422	18649	250.00

A20300
08/11/2010

ADDRESS COUNTY

Claims Docket
Expenditure Accounts

Conty	Vend-No	Vend-Name	VETERANS ASSISTANCE (208-422)	Invoice-Numb	Expense-Amount
	90443	OPTIMISTIC PROPERTIES*	PRTL RNTL ASST 208-422	18644	250.00
	91097	RELIABLE PROPERTY MANAGEMENT*	PRTL RNTL ASST 208-422	18655	330.00
	92009	BEACH*RICK	PRTL RNTL ASST 208-422	18658	250.00
	92009	BEACH*RICK	PRTL RNTL ASST 208-422	18676	330.00
	92011	HARPER*STEVEN	PRTL RNTL ASST 208-422	18671	250.00
	92009	SCHMIDGALL*CECIL	PRTL RNTL ASST 208-422	18660	250.00
	92011	TEMPLE*VICTOR & LORI	PRTL RNTL ASST 208-422	18675	250.00
	92012	HUFFMAN*DON	PRTL RNTL ASST 208-422	18651	330.00
	92006	SHELBY*KEVIN	PRTL RNTL ASST 208-422	18647	330.00
	93177	WELLS*MARC	PRTL RNTL ASST 208-422	18656	330.00
	93177	GALE*PATRICIA	PRTL RNTL ASST 208-422	18672	250.00

TOTAL: 10,649.01

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	ANIMAL CONTROL (211-411)	Invoice-Numb	Expense-Amount
	211-411-522-010		OFFICE SUPPLIES		
	1506	MIDLAND PAPER*	6CASES POSTCARDS 211-411	35280701	529.32
	1257	ANIMAL CONTROL PETTY CASH*	LAMINATE LETTER 211-411	1257-0810A	9.57
	18882	HOMERIN*CHARLENA D	REIMB FOR LABELS 211-411	18832-0810	9.90
	75566	OFFICE DEPOT*	2 DOZEN INK PENS 211-411	527603169001	10.34
	211-411-522-050		MEDICAL SUPPLIES		
	1226	MWI VETERINARY SUPPLY CO*	25 BOTTLES TRANO. 211-411	4836061	140.25
	12200	STATE OF IL DEPT OF AGRICULTURE*	LAB FEES 211-411	248415	108.00
	211-411-522-090		MAINTENANCE SUPPLIES		
	10000	SCHNUCKS*	60 GALLONS BLEACH 211-411	436479	80.00
	211-411-522-100		GASOLINE		
	17001	TAZEWELL COUNTY HIGHWAY*	GASOLINE 211-411	80657	1,269.51
	17001	TAZEWELL COUNTY HIGHWAY*	JULY GASOLINE 211-411	80665	1,668.40
	211-411-522-110		UNIFORMS		
	62003	T-SHIRT HOUSE*	UNIFORM SHIRTS 211-411	40944/45	28.75
	211-411-533-160		VETERINARIAN OFFICE SERVICE		
	211	HERM*DR ART	JULY MO SVC 211-411	210-0810	1,742.75
	211-411-533-200		TELEPHONE		
	1000	AT&T*	TELEPHONE 211-411	2991013-0810	32.60
	222	FRONTIER*	TELEPHONE 211-411	4772270-0810	66.45
	222	FRONTIER*	TELEPHONE 211-411	9253370-0810	89.78
	54001	CENTURYLINK*	TELEPHONE 211-411	304044105-0810	53.62
	211-411-533-202		CELLULAR TELEPHONE		
	73001	VERIZON WIRELESS*	CELL PHONE MODEM LN 211-411	2438138292	103.26
	211-411-533-210		POSTAGE		
	70005	UNITED STATES POSTAL SERVICE*	JULY POSTAGE 211-411	70675-0810	866.76
	211-411-533-220		T/PCCC		
	217	TAZEWELL/PEKIN COMMUNICATIONS*	RADIO SVC 211-411	217-0810	1,067.00
	211-411-533-230		ALARM SYSTEM		

Comty	Vend-No	Vend-Name	P.D.D (221-413)	Invoice-Numb	Expense-Amount
	221-413-533-730	EQUIPMENT MAINTENANCE			
	14742	TEE JAY CENTRAL INC*		41594	124.00
				TOTAL:	<u>124.00</u>

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	HEALTH INTER-SERVICE (249-914)	Invoice-Numb	Expense-Amount
	249914-533-101	HCH ADMINISTRATION	ADMINISTRATION		
	9732	HCH ADMINISTRATION, INC*	TPA SVC AUG 2010 249-914	97332-0810	5,942.00
	249914-533-533	SYMETRA LIFE INSURANCE COMPANY*	EMPLOYEE LIFE INSURANCE		
	1074	SYMETRA LIFE INSURANCE COMPANY*	EMP LIFE INS SEPT 2010 249-914	10764-0810	1,841.26
	249914-533-534	SYMETRA LIFE INSURANCE COMPANY*	VOLUNTARY LIFE		
	1074	SYMETRA LIFE INSURANCE COMPANY*	VOL LIFE INS SEPT 2010 249-914	10764-0810A	937.65
	249914-533-535	LINA*	VAD&D		
	10825	LINA*	VOL.A&D SEPT 2010-249-914	10825-0810	38.40
	249914-533-611	BARDON GROUP*	EMPLOYEE STOP LOSS		
	9713	BARDON GROUP*	EMP STP LSS SEPT 2010 249-914	97173-0810A	6,981.90
	249914-533-612	BARDON GROUP*	DEPENDENT STOP LOSS		
	9713	BARDON GROUP*	DEP STP LSS SEPT 2010 249-914	97173-0810B	8,933.04
	249914-533-613	BARDON GROUP*	AGGREGATE STOP LOSS		
	9713	BARDON GROUP*	AGG STP LSS SEPT 2010 249-914	97173-0810	1,143.10
			TOTAL:		25,817.35

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	TREASURERS AUTOMATION FUND (252-155)	Invoice-Num	Expense-Amount
	252-155-522-010		OFFICE SUPPLIES		
	90611	DIGITAL COPY SYSTEMS LLC*	LEASE CONTR. JULY 10 252-155	CNIN065102	94.00
	90611	DIGITAL COPY SYSTEMS LLC*	MAINT. CONTR. JULY 10 252-155	CNIN065104	50.00
	90611	DIGITAL COPY SYSTEMS LLC*	JUL10 COPY COUNT 252-155	CNIN066385	45.08
			TOTAL:		189.08

Claims Docket
Expenditure Accounts

Conty	Vend-No	Vend-Name	SOLID WASTE (254-112)	Invoice-Numb	Expense-Amount
	254-112-511-000	TAZEWELL COUNTY HEALTH DEPT SW*	SALARIES	1-0810	17,773.92
	254-112-511-240	TAZEWELL COUNTY HEALTH DEPT SW*	PERSONAL SERVICES 254-112		
	254-112-511-240	TAZEWELL COUNTY HEALTH DEPT SW*	HEALTH INSURANCE	2-0810	1,705.18
	254-112-533-001	TAZEWELL COUNTY HEALTH DEPT SW*	HOSPITALIZATION 254-112		
	254-112-533-001	MIDLAND DAVIS CORP*	RECYCLING	75964	300.00
	254-112-533-100	BLACK BLACK & BROWN*	PEKIN LANDFILL		
	254-112-533-100	PATRICK ENGINEERING INC*	6/22 SVC PKN LANDFILL 254-112	M19350000M10875	42.00
	254-112-533-210	TAZEWELL COUNTY HEALTH DEPT SW*	FNL DESIGN SVC TESTING 254-112	20803.016-8	3,865.96
	254-112-533-300	TAZEWELL COUNTY HEALTH DEPT SW*	POSTAGE	3-0810	4.81
	254-112-533-300	TAZEWELL COUNTY HEALTH DEPT SW*	JULY POSTAGE 254-112		
	254-112-533-300	TAZEWELL COUNTY HEALTH DEPT SW*	MILEAGE	4-0810	71.00
	254-112-533-300	TAZEWELL COUNTY HEALTH DEPT SW*	MILEAGE 254-112		
				TOTAL:	<u>23,762.87</u>

Comty	Vend-No	Vend-Name	COURT SERVICES GRANT FUND (262-231)	Invoice-Numb	Expense-Amount
	262231-533-000		CONTRACTUAL SERVICES		
	67002	PF DOVER COUNSELLING LLC*	SALARY 262-231	67002-0810	2,500.00
				TOTAL:	<u>2,500.00</u>

Approval of Calendar

**Motion by Member Crawford, second by Member Carius
to approve the calendar as revised (no land use).
Motion carried by Voice Vote.**



TAZEWELL COUNTY BOARD

SEPTEMBER 2010 CALENDAR OF MEETINGS

PEKIN LANDFILL COMMITTEE (Harris)	Wed., Sept. 1 5:00 p.m. – TCHD	B. Grimm, D. Grimm, Hobson, Sundell, (Tippey, Corey, Godar – Attendees)
LABOR DAY	Mon., Sept. 6	County Offices Closed
ZONING BOARD OF APPEALS (Newman)	Wed., Sept. 8 6:00 p.m. - JCCR	Antonini, Crawford, Hahn, Hillegonds, Meisinger, Palmer, Stanford, Sundell
INSURANCE REVIEW (Zimmerman)	Thurs., Sept. 9 3:00 p.m. – Jury Room	Carius, Antonini, Godby, Johnson, McKinney, Neuhauser, Norman, Seward, Stanton, Young
HEALTH SERVICES (Harris)	Thurs., Sept. 9 5:30 p.m. - TCHD	Sundell, Antonini, B. Grimm, D. Grimm Hahn, Hillegonds, Sinn
WE-CARE TRANSPORTATION (Thompson)	Tues., Sept. 14 4:30 p.m. – Morton	Carius
LAND USE (Hillegonds)	No September Meeting	Crawford, Antonini, Hahn, Meisinger, Palmer, Stanford, Sundell
ETSB BOARD	Wed., Sept. 15 9:00 a.m. – JCCR	Unsicker
PROPERTY SUB-COMMITTEE (Imig)	Wed., Sept. 15 3:30 p.m. – Jury Room	Neuhauser, D. Grimm, Vanderheydt
TRI-COUNTY REGIONAL PLANNING (Executive Committee)	Thurs., Sept. 16 4:00 p.m. – Peoria	Zimmerman, Crawford, D. Grimm
TRANSPORTATION (Sinn)	Mon., Sept. 20 8:00 a.m. - Tremont	Donahue, Ackerman, Berardi, Carius, Palmer, Stanford, Von Boeckman
V.A.C. (Hicks)	Mon., Sept. 20 7:00 p.m. – Tremont	Superintendent Saal
PERSONS WITH DEVELOP DISABILITIES (Meehan)	No September Meeting	Palmer (Hale, Martin, Best, Doan, Weigle, Kruse, Heinhold – Attendees)
FINANCE (Neuhauser)	*Mon., Sept. 20 3:30 p.m. – JCCR	Carius, Crawford, Donahue, D. Grimm, Harris, Hobson, Imig, Meisinger, Vanderheydt, Von Boeckman
HUMAN RESOURCES (Hobson)	*Mon., Sept. 20 Immediately After Finance – JCCR	Carius, Crawford, Donahue, D. Grimm, Harris, Imig, Meisinger, Neuhauser Vanderheydt, Von Boeckman
PROPERTY (Imig)	*Mon., Sept. 20 5:00 p.m. – JCCR	D. Grimm, Ackerman, Berardi, B. Grimm, Hobson, Neuhauser, Vanderheydt
BOARD OF HEALTH (Bowen)	Mon., Sept. 20 6:30 p.m. – TCHD	Harris

RISK MANAGEMENT (Zimmerman)	Wed., Sept. 22 4:00 p.m. – Jury Room	Carius, Crawford, Donahue, D. Grimm, Harris, Hillegonds, Hobson, Imig, Neuhauser, Sinn, Von Boeckman *(Auditor, Treasurer, State' Attorney)*
EXECUTIVE (Zimmerman)	Wed., Sept. 22 Immediately After Risk Mgmt – Jury Room	Carius, Crawford, Donahue, D. Grimm, Harris, Hillegonds, Hobson, Imig, Neuhauser, Sinn, Von Boeckman
EMERGENCY PREPAREDNESS (Cook/Tippey)	Thurs., Sept. 23 2:00 p.m. – Jury Room	Attendees
TRI-COUNTY REGIONAL PLANNING	Thurs., Sept. 23 5:30 p.m. - Peoria	Crawford, D. Grimm, Hillegonds, Hobson, Meisinger, Zimmerman
FINANCE SUB-COMMITTEE (Neuhauser)	Tues., Sept. 28 3:30 p.m. – Jury Room	Harris, Hobson, D. Grimm, Meisinger,
COUNTY BOARD	Wed., Sept. 29 6:00 p.m. – JCCR	ALL COUNTY BOARD MEMBERS

Chairman Zimmerman couple of announcements

- * The Wall will be in Manito September 2-5**
- * Chief Deputy Dick Ganschow is retiring**

Communications

* Member Harris – Landfill Committee 9 member committee has met and done a review which was positive to look for future options

* Member Crawford – Sheriff will be responding to questions as they were specific – If Members have any questions or comments they may be addressed after the meeting.

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.

**Sheriff's response
to questions asked of him by Member Vanderheydt
in the May 26, 2010 Minutes (pgs. 157-158)**

- * This has been a four (4) month situation. Three (3) months ago Sheriff was prepared to respond. The Sheriff mentioned that the questions were ill intentioned and Mr. Vanderheydt has not come to his office to discuss said questions and still has not.
- * Sheriff responded to the web site accusations and letter to the editor comments
- * Sheriff mentioned the motorcycle ride for St. Jude from Memphis to Peoria. It was on TV so no investigation was needed.
- * Houston indicated the questions regarding the cost of taking county vehicles out of the county are ridiculous. He said they participate in several multi-jurisdictional agencies, even sending a deputy to New Orleans to fulfill a request for aid after Hurricane Katrina. Also, they go to other jurisdictions for officers' funerals.
- * Huston stated the process of rewriting the jail policies is very labor and time intensive and would have cost more than the \$7,000 spent on the outside consultant, if someone already on staff would have done the work. The consultant would be required to provide testimony in court if needed.
- * Huston said he resents the insinuation from Vanderheydt that he was doing something unethical in regards to the question about the two sets of books for tracking overtime.

BOARD RECESSED AT 6:53 P.M. NEXT MEETING WILL BE HELD ON SEPTEMBER 29, 2010.

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 AUGUST 25, 2010 AT 6:02 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 25TH DAY OF AUGUST, 2010.