

COUNTY OF TAZEWELL, ILLINOIS

COUNTY BOARD PROCEEDINGS

MAY 28, 2014



DAVID ZIMMERMAN, COUNTY BOARD CHAIRMAN

CHRISTIE A. WEBB, COUNTY CLERK

# Index

**May 28, 2014**

---

*Invocation and pledge...1*

*Proclamation: Salvation Army...4-5*

*Presentation: FFCI Executive Committee...6*

*Dale Risinger, Interim Executive Director of Tri-County... 6*

*Approve minutes of May 7, 2014 Special Called County Board Proceedings...6*

*Consent Agenda: 1-32, Pulling: 20, 30, & 32...6*

---

## **Land Use**

1. Approve an ordinance approving a variance under the provisions of Title 8, Chapter 4, Flood Plain Ordinance of Tazewell County...7-12
  2. Approve map amendment to the Official Washington Township Zoning Map of Tazewell County to change the zoning classification of property from an A-1 Agriculture Preservation District to an R-R Rural Residential Zoning District...13-20
- 

## **Transportation**

3. Approve low bid for one new tandem axle truck for Highway Department...21
  4. Approve low bid for from R.A. Cullinan & Son for Section 14-00000-01-AM...22
  5. Approve low bid R.A. Cullinan & Son for Section 14-00000-09-GM...23
  6. Approve low bid from Beniach Construction Company for Section 14-01000-01-GM...24
  7. Approve low bid from Beniach Construction Company for Section 14-04000-01-GM...25
  8. Approve low bid from Beniach Construction Company for Section 14-06000-01-GM...26
  9. Approve low bid from Beniach Construction Company for Section 14-07000-01-GM...27
  10. Approve low bid from R.A. Cullinan & Son for Section 14-09000-01-GM...28
  11. Approve low bid from Beniach Construction Company for Section 14- 10000-01-GM...29
  12. Approve low bid from R.A. Cullinan & Son for Section 14-14000-01-GM... 30
  13. Approve low bid from R.A. Cullinan & Son for Section 14-19000-01-GM... 31
  14. Approve IDOT County Maintenance Resolution...32-34
- 

## **Property**

15. Approve Monge Building lease agreement with the Tazewell County Historic Places Society... 35-46
16. Approve the lease agreement for copy machines... 47-62
17. Approve the contract for asbestos abatement at 407, 409 and 411 Elizabeth Streets... 63-66

18. Approve floor care contract for the McKenzie Building, Old Post Office and the Courthouse...67-70

---

## **Finance**

19. Approve authorization for the Treasurer's Automation Fund to be used to purchase computers... 71

**20. Approve the Agreement with Methodist First Choice... 193-210**

21. Approve the Agreement with Hopedale Medical Complex... 72-73

22. Approve the Agreement with Pekin Hospital... 74-75

23. Approve the transfer request for the Supervisor of Assessments... 76

24. Approve the transfer request for the County Board... 77

25. Approve the transfer request for Court Services... 78

---

## **Human Resources**

26. Approve contract renewal for the Employee Assistance Program...79-89

27. Approve filling a vacant clerical position at the Regional Office of Education...90

28. Approve filling a vacant position at Animal Control... 91

29. Approve Collective Bargaining Agreement between Tazewell County, the Tazewell County Sheriff (Co-Employers) and the Policemen's Benevolent Labor Committee on behalf of and with the members of the Deputies' Bargaining Unit...92-167

---

## **Executive**

**30. Approve adoption of 6TCC-10: Tazewell County Body Ordinance... 211-219**

31. Approve an added incentive to the Illinois Assist Home Buyer Program... 168-185

**32. Approve the appointment to fill the unexpired term from County Board District 3...2-3**

---

*Appointments/Reappointments...186-196*

A. Reappointment of R. Earl David to the Central Fire Protection District

B. Reappointment of Darrell Meisinger to the Veterans Assistance Commission

C. Reappointment of Peggy Flannigan to the Board of Health

D. Reappointment of William Edwards to the Board of Health

E. Reappointment of Debbie Stark to the Board of Health

F. Reappointment of Carroll Imig to the Board of Health

*Communications...220, 273*

---

*New/Unfinished Business... 221*

---

*Approval of Bills...222-270*

---

*Approval of Calendar of Meetings for June, 2014...271-272*

---

*Recess to June 25, 2014...274*

---

Proceedings of the Tazewell County Board of Tazewell County, Illinois were held in the Justice Center Community Room in the City of Pekin on Wednesday, May 28, 2014.

---

Board members were called to order at 6:02 p.m. By Chairman David Zimmerman presiding with the following members present:  
Ackerman, Connett, Crawford, B. Grimm, D. Grimm, Harris, Hillegonds, Imig, Meisinger, Neuhauser, Palmer, Proehl Redlingshafer, Sinn, Sundell, Vanderheydt, and Wolfe.

Absent: Graff and Rinehart.

---

Invocation was given by Chairman Zimmerman,  
Followed by Chairman Zimmerman leading the Pledge of Allegiance.

---

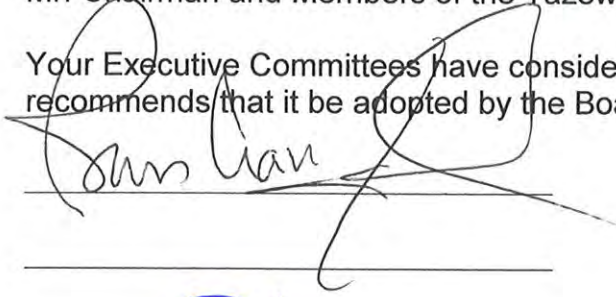
Motion by Member Donahue, second by Member Redlingshafer to approve Resolution 32. Motion carried by Voice Vote.

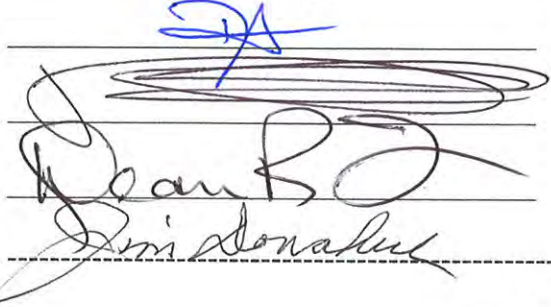
---

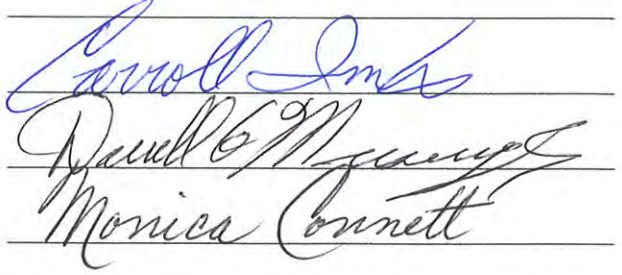
**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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











**RESOLUTION**

WHEREAS, the Executive Committee recommends to the County Board to approve the formal appointment of Seth Mingus to the Tazewell County Board; and

WHEREAS, Seth Mingus will serve out the remainder of the late Melvin Stanford's unexpired term as prescribed by law.

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

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

PASSED THIS 28th DAY OF MAY, 2014.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk

  
\_\_\_\_\_  
Tazewell County Board Chairman

Proclamation: Salvation Army. Proclamation was read by Member Meisinger and presented to Capitan Shannon Thies.

---



Proclamation

*The Salvation Army*

*125th Anniversary*

*1889-2014*

*WHEREAS*, William Booth embarked upon his ministerial career in 1852, desiring to win the lost multitudes of England to Christ as he walked the London streets to preach the gospel including hope and salvation to the poor, the homeless, the hungry and the destitute; and

*WHEREAS*, in 1878 while reading a printer's proof of an annual report he noticed the statement "The Christian Mission is a volunteer army" and he crossed out "volunteer army" and penned in "salvation army" which serves as the foundation of today's Salvation Army; and

*WHEREAS*, the Pekin Salvation Army is able to meet basic human needs and more with only donated funds; and

*WHEREAS*, they represent a Shield of Hope providing a child care center, emergency response and disaster relief, the Harold J. Rust Transitional Center, assistance with food, prescriptions, rent, utilities and clothing.

*NOW THEREFORE BE IT RESOLVED* that the Tazewell County Board recognize the Pekin Salvation Army for their continued dedication to the community that is Tazewell County.

*Respectfully presented May 28th, 2014.*

*Tazewell County Board Chairman*



Presenation: FFCI Executive Committee. Presented by Member Neuhauser and FFCI(Focus Forward Central Illinois) Board Members, Diana Hall, Denny Kief, Scott Aberle, and Don Forest. Group gave review of the last six months. Diana would like support to FFCI and EDC. Questions are welcomed; questions can be filtered to Member Neuhauser.

---

Dale Risinger, Interne Executive Director of Tri County, spoke about regional transportation and values Tazewell County support. Sue Sundell is the next chairman.

---

Motion by Member B. Grimm, second by Member Meisinger to approve minutes of the May 7<sup>th</sup>, 2014 Special Called County Board proceedings. Motion carried by Voice Vote.

---

Motion by Member Palmer, second by Member Sundell to approve Consent Agenda 1-32, pulling Resolutions 20, 30, and 32. Motion carried by Voice Vote.

---

**AN ORDINANCE APPROVING A VARIANCE  
UNDER THE PROVISIONS OF TITLE 8, CHAPTER 4,  
FLOODPLAIN ORDINANCE OF TAZEVELL COUNTY  
ON PETITION OF ANN LOVEKAMP**

(Zoning Board Case No. 14-12-V)

**WHEREAS**, a petition has been filed with the County Clerk of Tazewell County, Illinois by Ann Lovekamp for a Variance to waive the requirements of 8TCC 4-7(1) of the Tazewell County Ordinance for Regulating Development in the Flood Plain Areas to allow construction of an addition to an existing non-conforming dwelling which will be constructed at an elevation of 615.74 feet which is 7.86 feet lower than allowed in a R-1 Low Density Residential Zoning District with a Flood Plain Designation of an "A" Zone on property hereinafter described; and

**WHEREAS**, a public hearing on said application designated as Zoning Board Case No. 14-12-V was held by the Tazewell County Zoning Board of Appeals on May 6, 2014, 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 of the Zoning Board of Appeals contained the following findings of fact:

1. The non-conforming structure was partially damaged by fire in 2013. The applicant is wishing to reconstruct areas of the structure which were damaged but wishes to increase the structure by 261 square feet. This structure has been the family home for 45 years and the applicant has no other options as reconstruction can not take place outside of the floodplain. Further the structure is not located within a Floodway.
2. Based upon testimony given by the applicant and information provided there will be no additional threats to public safety, will create no nuisances, nor cause fraud or victimization of the public or conflict with other laws or ordinances of Tazewell County. Allowing the Variance may create additional public expense for flood protection. The Zoning Board

acknowledges that allowing the Variance may create an increased risk of flood damage.

Although the current owner does not carry flood insurance, any potential future buyer with a loan will be required to carry flood insurance which can be very expensive for a non-complaint structure.

3. Based on testimony the applicant has shown that not being allowed to reconstruct a part of the structure would create an exceptional hardship as the applicant and elderly mother have no other alternative and can not locate a new structure on the property which would be outside of the floodplain. The applicant indicated that the property has only flooded one time in 45 years and the flooding was due to debris that was hung up on a Bridge downstream from the property. The applicant indicated that even during the flood of 2013 the property received water only in the yard but no damage was made to the structure.
4. The Zoning Board suggests that the applicant pursue obtaining a Letter of Map Amendment (LOMA) due to the characteristics of the property and limited flooding that actually occurs. Further a LOMA had been issued for other property in the immediate area in 2002.
5. The applicant has obtained approval from all other required state and federal permits.

which findings of fact are hereby adopted by the County Board as the reason for approving the Variance request.

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

**SECTION I.** The petition of Ann Lovekamp for a Variance to waive the requirements of 8TCC 4-7(1) of the Tazewell County Ordinance for Regulating Development in the Flood Plain Areas to allow construction of an addition to an existing non-conforming dwelling which will be constructed at an elevation of 615.74 feet which is 7.86 feet lower than allowed in a R-1 Low Density Residential Zoning District with a Flood Plain Designation of an "A" Zone on the following

described property:

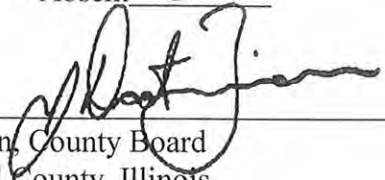
Current Owner of Property: FGAC Trust, 1330 School St., Washington, IL 61571

P.I.N. 02-02-29-109-014; an approximate .73 acre parcel located in part of the East Half of the Southeast Quarter of the Northwest Quarter of Section 29, Township 26 North, Range 3 West of the Third Principal Meridian, Washington Township, Tazewell County, Illinois; located at 1328 School Street, Washington, Illinois.

is hereby approved.

**PASSED AND ADOPTED** this 28 day of May, 2014.

Ayes 18 Nays 0 Absent 2

  
\_\_\_\_\_  
Chairman, County Board  
Tazewell County, Illinois

**ATTEST:**

Christie A Webb  
County Clerk  
Tazewell County, Illinois

**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 grant a Variance under the provisions of Title 8, Article 4, of the Tazewell County Floodplain Ordinance (as Adopted in 1980) and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance, said report being made after a public hearing on said proposed Ordinance, and including a findings of fact thereon as provided by law, your said Committee recommends that the report, and finding of fact of said Zoning Board be accepted and the petition for a Variance be approved by the County Board.

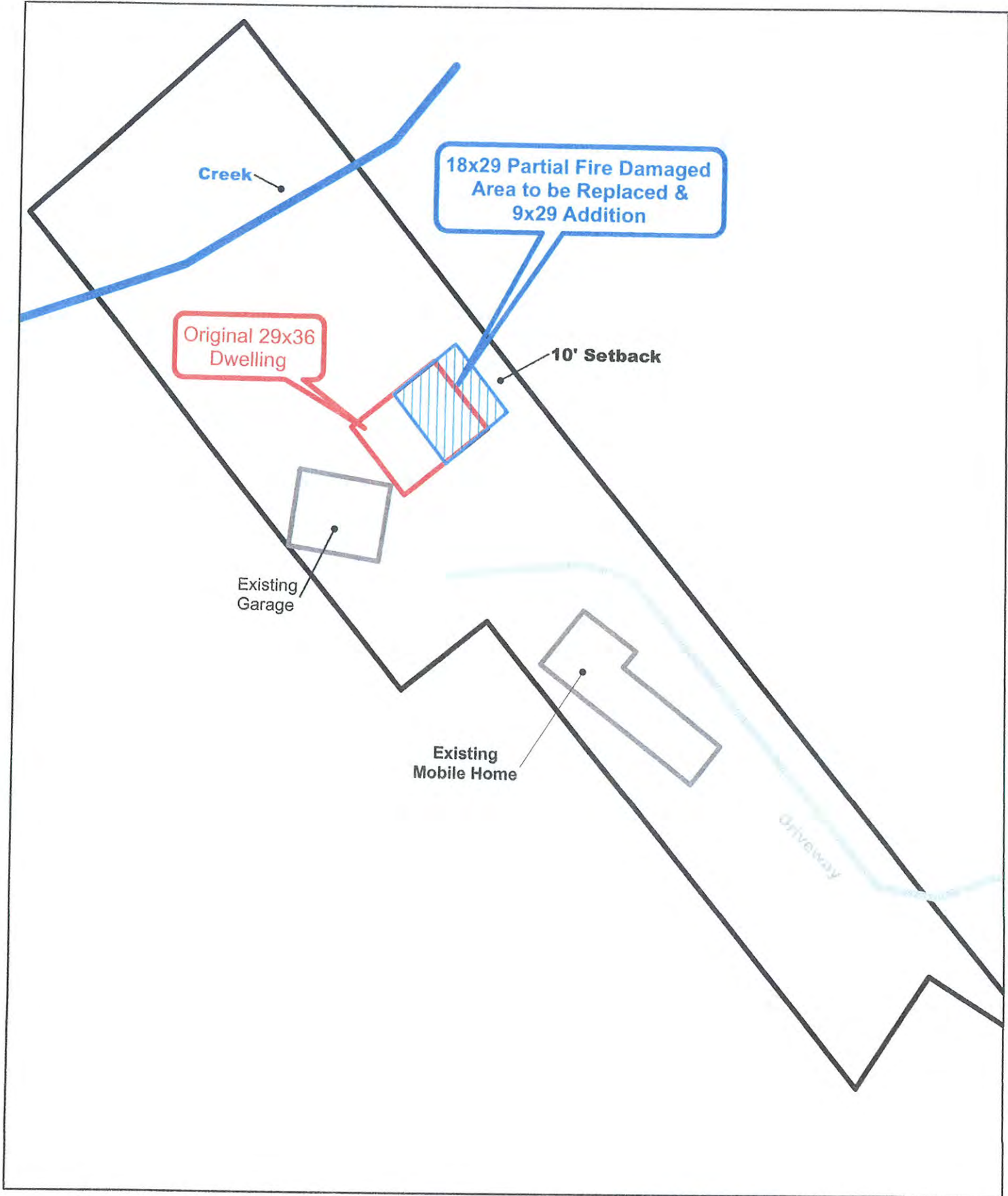
As presented this 13<sup>th</sup> day of May, 2014.

**Case No. 14-12-V    Ann Lovekamp**

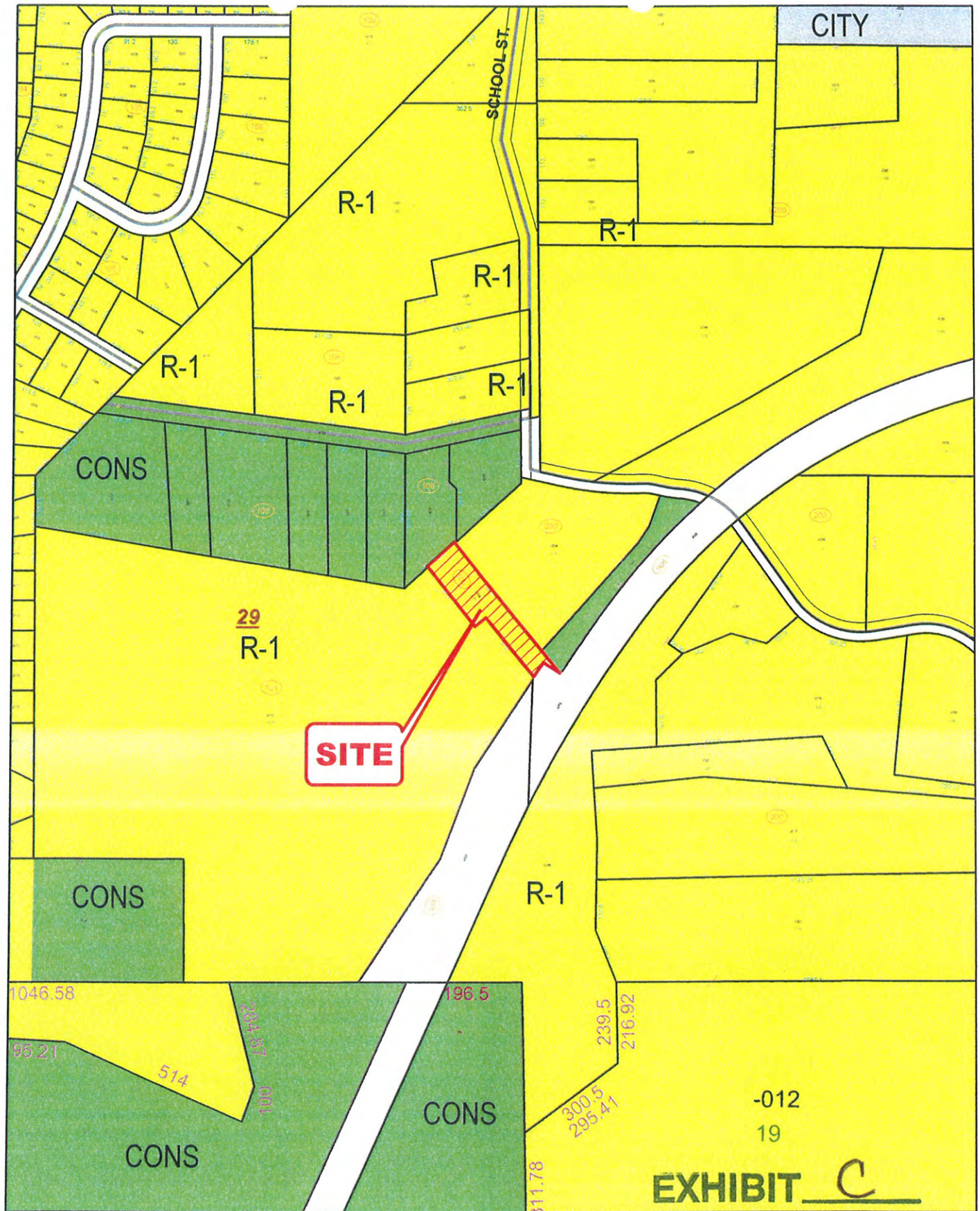
All of Which is  
Respectfully Submitted,

\_\_\_\_\_  
*See Sevell*  
\_\_\_\_\_  
*Monica Connett*  
\_\_\_\_\_

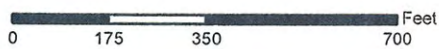
*A. S. [Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*Rosemary Palmer*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_



**EXHIBIT A**



**EXHIBIT C**



Zoning Districts	A-1	C-2	I-1	R-2
District	A-2	CITY	I-2	R-R
AG Area	C-1	CONS	R-1	MULTI-ZONE

**AN ORDINANCE AMENDING TITLE 7,  
CHAPTER 1, ZONING-CODE OF TAZEWELL COUNTY  
ON PETITION OF SCOTT SCHLUETER**

(Zoning Board Case No. 14-13-Z)

**WHEREAS**, a petition has been filed with the County Clerk of Tazewell County, Illinois, By Scott Schlueter for an Amendment to the Official Zoning Maps of Tazewell County to change the Zoning Classification of property from an A-1 Agriculture Preservation Zoning District to a R-R Rural Residential Zoning District; and

**WHEREAS**, a public hearing on said application designated as Zoning Board Case No. 14-13-Z as held by the Tazewell County Zoning Board of Appeals on May 6, 2014, 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 shall not be detrimental to the orderly development of Tazewell County as it is consistent with other nearby residential uses. New residential development is prevalent along Liberty Lane.

2. *The proposed amendment shall not be detrimental to or endanger the public health, safety, morals or general welfare of Tazewell County.*

*POSITIVE.* At this time, the proposed zoning amendment poses no foreseeable danger or risk to the public health, safety, morals, or general welfare of Tazewell County or its residents.

3. *The request is consistent with existing uses of property within the general area of the property in question.*



*POSITIVE.* The request is consistent with existing uses of property within the general area of the property in question.

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

*POSITIVE.* The property in question is suitable for the uses permitted under the proposed zoning classification of R-R given the consistency with other nearby parcels being utilized for residential purposes.

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

*POSITIVE.* Because the subject property is partially wooded and is cut off from nearby farming operations by the steep ravine, it is not suitable for farming operations, as allowed by right in the A-1 zoning district.

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

*POSITIVE.* The proposed amendment will allow and encourage single family residential development adjacent to existing single family residential homes.

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 recent trend in the immediate area has been toward residential development, with adjacent parcels having recently been granted rezonings from A-1 to Rural Residential to build single family homes.

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.* The proposed amendment will allow and encourage single family residential development adjacent to existing single family residential homes.

9. *The proposed map amendment is within one and one half (1 ½) miles of a municipality and consistent with an adopted Comprehensive Plan.*

*POSITIVE.* The proposed zoning map amendment is within 1.5 miles of a municipality with an adopted Comprehensive Plan. The City of Washington may exercise their right to development review of the subject parcel.

10. *The relative gain to the public as compared to the hardship imposed upon the individual property owner.*

*POSITIVE.* The relative gain to the public should the subject site remain A-1 is negligible as compared to the hardship imposed upon the individual property owner should this rezoning request be denied.

11. *The proposed amendment is consistent with the goals, objectives, and policies of the Tazewell County Comprehensive Plan.*

*POSITIVE.* The proposed zoning map amendment is consistent with the Tazewell County Comprehensive Plan's Future Land Use Map, where the subject parcel is indicated as Rural Residential. The proposed zoning map amendment is consistent with the goals, objectives, and policies of the Tazewell County Comprehensive Plan listed below:

- Provide sufficient land to accommodate new residents and businesses in accordance with the Comprehensive Plan.
- Locate new development contiguous to existing development to aid police and fire protection.
- Locate new residential development along local roads to facilitate efficient travel and maintain public safety.

- Avoid leapfrog development and isolated land development to preserve contiguous tracts of productive agricultural land.
- Locate new residential development in rural areas close to roadways to preserve contiguous tracts of farmland.
- Minimize conflict between land uses.

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 Schlueter for an Amendment to the Official Zoning Maps of Tazewell County to change the Zoning Classification of property from an A-1 Agriculture Preservation Zoning District to a R-R Rural Residential Zoning District for the following described property:

Current Owner of Property: Ronald Springer Trust, c/o Ronald Springer Trustee, 1515 W. Columbia Terrace, Peoria, IL 61606

Currently a Part of P.I.N. 02-02-03-300-002; an approximate 7 acre parcel to be rezoned located in part of the North Half of the Southwest Quarter of Section 3, Township 26 North, Range 3 West of the Third Principal Meridian, Washington Township, Tazewell County, Illinois;

located immediately West and adjacent to 26408 Liberty Lane, Washington, Illinois.

is hereby granted.

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

PASSED AND ADOPTED this 28th day of May, 2014.

Ayes 18 Nays 0 Absent 2

  
\_\_\_\_\_  
Chairman, County Board  
Tazewell County, Illinois

**ATTEST:**

Christie A. Webb  
\_\_\_\_\_  
County Clerk  
Tazewell County, Illinois

**REPORT OF THE  
LAND USE COMMITTEE OF THE  
TAZEWELL COUNTY BOARD**

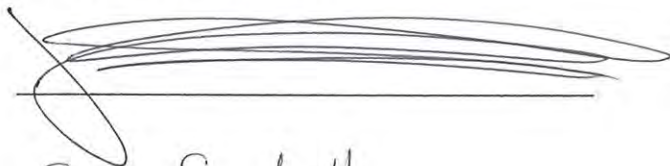
**TO THE HONORABLE BOARD OF TAZEWELL COUNTY:**

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

As presented this 13<sup>th</sup> day of May, 2014.

**Case No. 14-13-Z    Scott Schlueter**

All of Which is  
Respectfully Submitted,

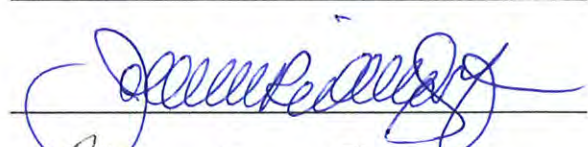


\_\_\_\_\_  
Scott Schlueter

\_\_\_\_\_  
[Handwritten signature]



\_\_\_\_\_

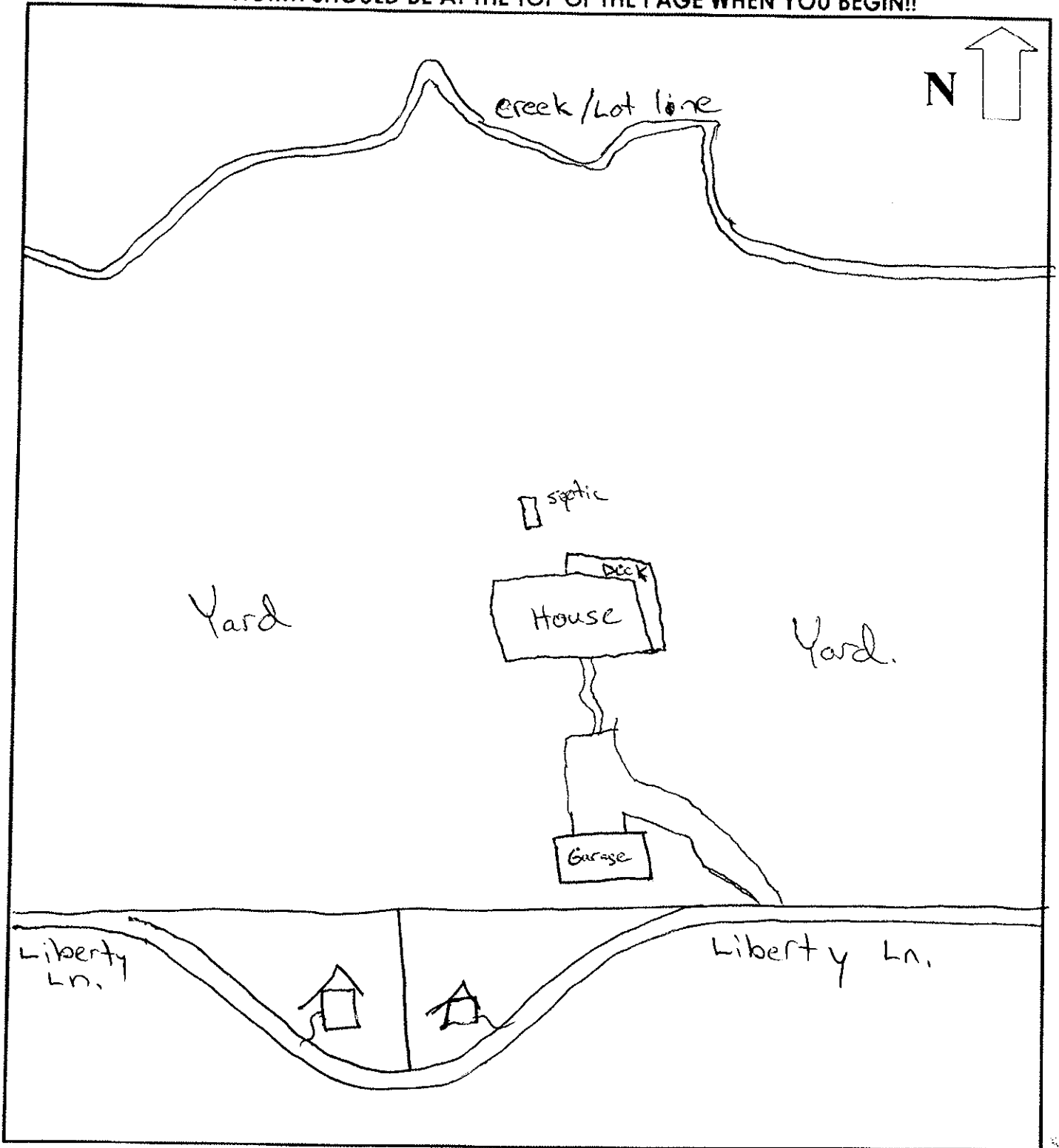


\_\_\_\_\_  
Monica Connett



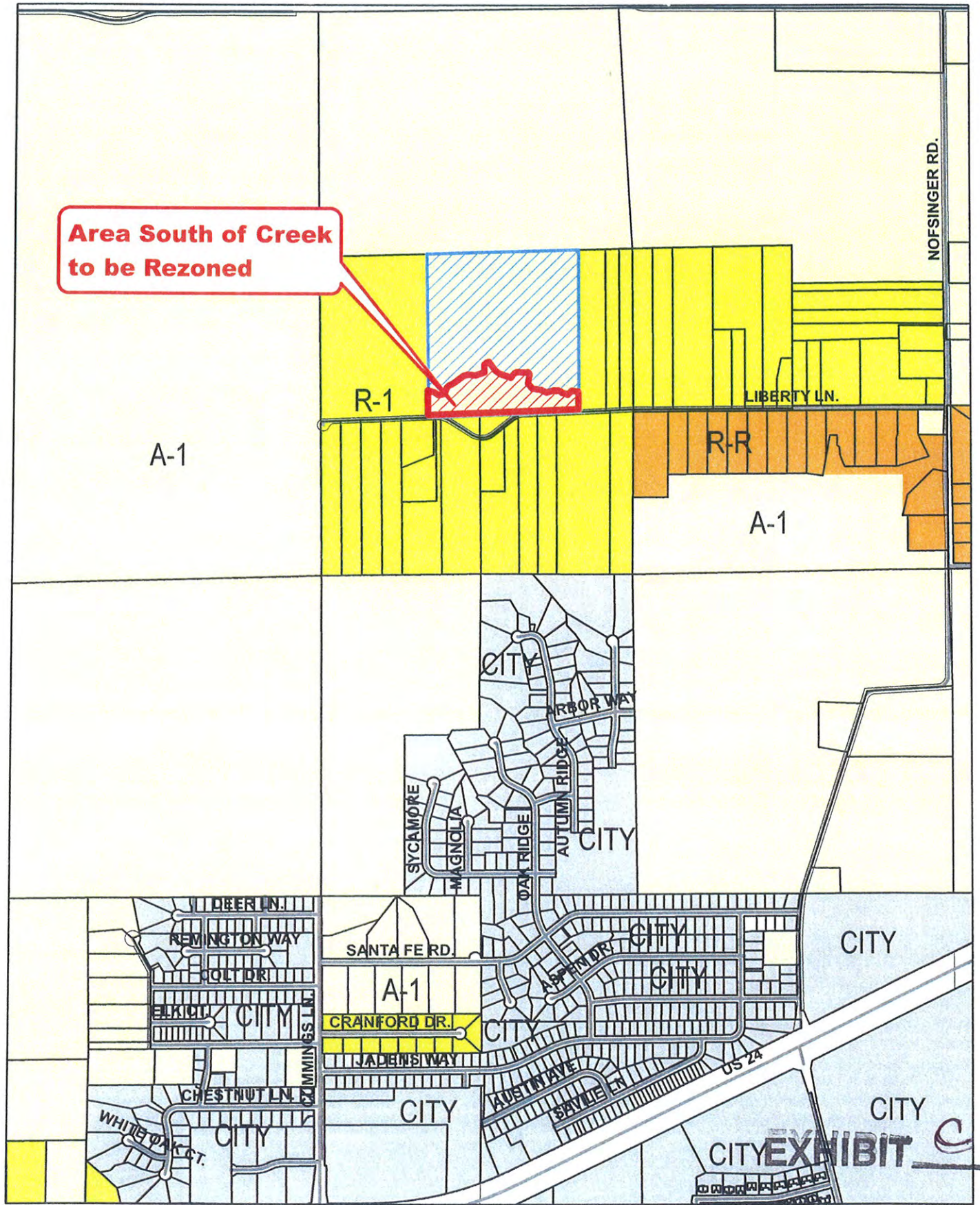
NOTE: FOR PROPER UNDERSTANDING OF YOUR APPLICATION, SHOW PLACEMENT AND LABEL ALL BUILDINGS, BUILDING SIZE, DISTANCE FROM OVERHANG OF BUILDINGS TO FRONT, REAR AND SIDE LOT LINES, LOCATION OF PARKING SPACES, LANDSCAPING, AND OTHER PERTINENT DETAILS. \*REFER TO CHECKLIST\*

NORTH SHOULD BE AT THE TOP OF THE PAGE WHEN YOU BEGIN!!

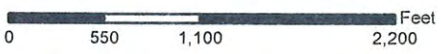


### SITE PLAN

EXHIBIT   A



**Area South of Creek  
to be Rezoned**

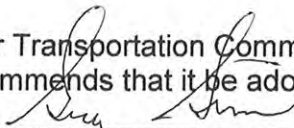


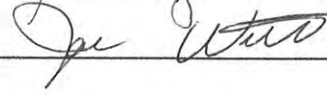


Zoning Districts	
A-1	C-2
A-2	CITY
AG Area	CONS
I-1	I-2
R-1	R-2
R-R	MULTI-ZONE

**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 for one (1) new Tandem Axle Truck including Dump Body, Hoist, and Hydraulic System installed and;

**WHEREAS**, subject to the approval of the County Board and review by the County Engineer, accepted the low bid of CIT Group, in the amount of \$117,799.00 with trade, for a new Kenworth T800 tandem axle truck with equipment as specified, to be paid from County Highway Tax Funds, New Equipment Line Item 202-311-544-000.

**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 28th DAY OF MAY, 2014

ATTEST:

  
TAZEWELL COUNTY CLERK

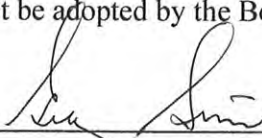


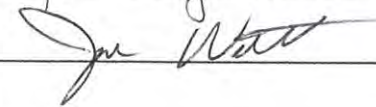
  
TAZEWELL COUNTY BOARD CHAIRMAN



**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 14-00000-01-GM (7.557 Miles: Milling & Resurfacing Hopedale Road & Townline Road with Gutter Removal/Reconstruction on Hopedale Road): To R.A. Cullinan & Son, in the amount of \$2,334,479.05, to be paid from Motor Fuel Tax Funds, Line Item 203-311-533-740.

**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, Illinois Department of Transportation, and the County Engineer of Highways of this action.

ADOPTED this 28th day of May, 2014

ATTEST:

  
\_\_\_\_\_  
County Clerk

  
\_\_\_\_\_  
County Board Chairman

**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 14-00000-09-GM (1.92 Miles: Milling & Resurfacing Allentown Road): To R.A. Cullinan & Son, in the amount of \$555,955.05, to be paid from Motor Fuel Tax Funds, Line Item 203-311-533-740.

**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, Illinois Department of Transportation, and the County Engineer of Highways of this action.

ADOPTED this 28th day of May, 2014

ATTEST:

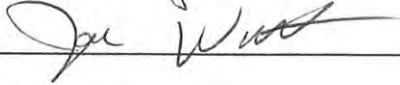
  
County Clerk

  
County Board Chairman

**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:

Boynton Road District, Section 14-01000-01-GM (5.941 Miles Bituminous Surface Treatment, Class A-1): To Beniach Construction Company, in the amount of \$87,195.20, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

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

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

ADOPTED this 28th day of May, 2014

ATTEST:

  
\_\_\_\_\_  
County Clerk

  
\_\_\_\_\_  
County Board Chairman

**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:



Delavan Road District, Section 14-04000-01-GM (2.232 Miles Bituminous Surface Treatment, Class A-1 and/or A-2): To Beniach Construction Company, Inc., in the amount of \$47,170.90, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

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

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

ADOPTED this 28th day of May, 2014

ATTEST:

	
_____	_____
County Clerk	County Board Chairman

**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:



Elm Grove Road District, Section 14-06000-01-GM (4.869 Miles Bituminous Surface Treatment, Class A-1): To Beniach Construction Company, Inc., in the amount of \$103,659.40, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

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

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

ADOPTED this 28th day of May, 2014

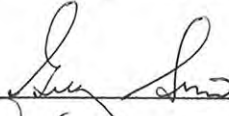

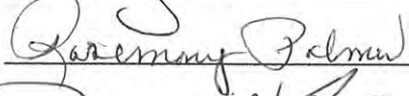
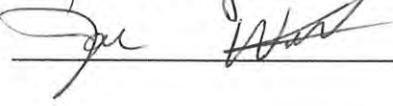
ATTEST:

	
_____	_____
County Clerk	County Board Chairman

**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, accepted the following low bid:


Fondulac Road District, Section 14-07000-01-GM (0.376 Miles Bit Surf. Treatment, Class A-2): To Beniach Construction Company, Inc., in the amount of \$36,035.75, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

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

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

ADOPTED this 28<sup>th</sup> Day of May, 2014

ATTEST:

  
\_\_\_\_\_  
County Clerk

  
\_\_\_\_\_  
County Board Chairman

**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.

	
_____ Gary Palmer	_____
	_____
_____	_____
_____	_____

**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:


Hittle Road District, Section 14-09000-01-GM (3.252 Miles Bit. Surf. Treatment, Class A-1): To R.A. Cullinan & Son, in the amount of \$62,228.19, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

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

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

ADOPTED this 28th day of May, 2014

ATTEST:

  
\_\_\_\_\_  
County Clerk

  
\_\_\_\_\_  
County Board Chairman

**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:



Hopedale Road District, Section 14-10000-01-GM (2.691 Miles Bituminous Surface Treatment, Class A-1): To Beniach Construction Company, Inc., in the amount of \$55,032.00, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

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

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

ADOPTED this 28th day of April, 2014

ATTEST:

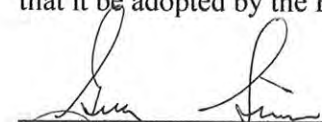

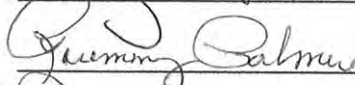
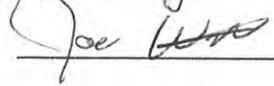
	
_____	_____
County Clerk	County Board Chairman



**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, accepted the following low bid:


Morton Road District, Section 14-14000-01-GM (0.328 Miles HMA Surface Removal & Polymerized HMA SC, Mix "C", N50): To R.A. Cullinan & Son, in the amount of \$67,999.65, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

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

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

ADOPTED this 28<sup>th</sup> Day of May, 2014

ATTEST:

  
 \_\_\_\_\_  
 County Clerk

  
 \_\_\_\_\_  
 County Board Chairman

**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, accepted the following low bid:

Washington Road District, Section 14-19000-01-GM (1.542 Miles HMA SURF. REM. BUTT JT., LBMM N50 and P HMA SC MIX "C" N50); To R.A. Cullinan & Son, in the amount of \$319,327.01, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

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

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

ADOPTED this 28<sup>th</sup> Day of May, 2014

ATTEST:

  
 \_\_\_\_\_  
 County Clerk

  
 \_\_\_\_\_  
 County Board Chairman



County Maintenance Resolution

RESOLVED, by the County board of Tazewell County, that \$16,000.00 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning January 1, 2013 and ending December 31, 2013, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

RECORDED
Date: 6/6/14
By: CCB

STATE OF ILLINOIS
Tazewell County, } ss.

I, Christie A. Webb County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

Tazewell County, at its May 28, 2014 meeting held at Pekin, Illinois on May 28, 2014 Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Pekin, Illinois in said County, this 28th day of May A.D. 2014

(SEAL) Christie A. Webb County Clerk

Approved
Regional Engineer
Department of Transportation
Date 06/11/14

\*2013 maintenance breakdown as follows: (SUPPLEMENTAL 2)

13-00000-04-GM (Rock Salt) \$16,000.00

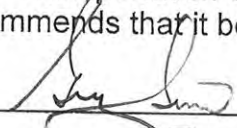
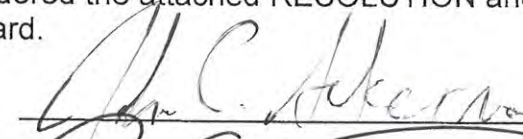
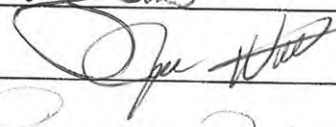
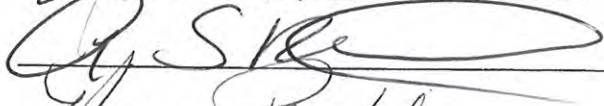
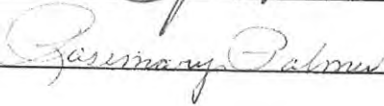

---

Total \$16,000.00

COMMITTEE REPORT



Mr. Chairman and Members of Tazewell County Board:

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

	
	
	
_____	_____

PASSED THIS 28<sup>th</sup> DAY OF MAY, 2014

ATTEST:

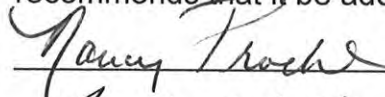
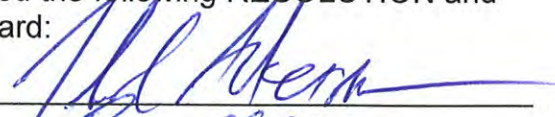
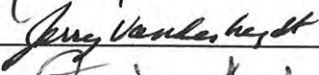

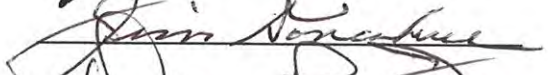
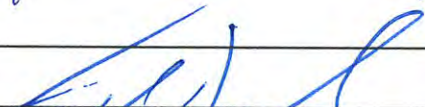

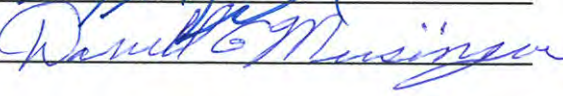
	
County Clerk	County Board Chairman

**COMMITTEE REPORT**

P-14-12

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 the Tazewell County Historic Places Society for rental space in the Monge Building; and

WHEREAS, the lease is for 36 months commencing on June 01, 2014 and ending May 31, 2017; and

WHEREAS, the monthly rent amount will be \$300.00.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Community Development, the Auditor and Pekin Main Street of this action.

PASSED THIS 28th DAY OF MAY, 2014.

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 28th day of May, 2014 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 Tazewell County Historic Places Society.  
the lessee’s trade name is same.
  - (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 100, 15 South Capitol, Pekin, Illinois, 61554 containing approximately 1516 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 the Tazewell County Museum Special Collections Unit.

4. **Term.** The term of this lease shall be for 36 months, commencing on the 1st day of June, 2014, and ending on the 31 day of May, 2017. 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 1 term(s) of 12 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. \$ 3,600.00 payable in equal monthly installments of U.S. \$ 300.00, 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 5<sup>th</sup> 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. **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. \$ 1,000,000.00 for death and personal injury per person, U.S. \$ 1,000,000.00 property damage, and U.S. \$ 1,000,000.00 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).

8. **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.

9. **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.

10. **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 \$500.00 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 make all necessary structural, mechanical and roof repairs to the Monge Building unless the damage is due to the lessee's fault

11. **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.

12. **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.

13. **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 5 and 34).
14. **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.
15. **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).
16. **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.
17. **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.
18. **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.
19. **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.

20. **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.
21. **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.

22. **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.
23. **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.
24. **Expiration of Term, Renewal, Early Termination, Holding Over.** At the expiration of the lease term, or upon any termination of this lease, 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, or upon termination, 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. The lessee shall return to the lessor all keys, door openers, security cards and any other means of access the day the tenant vacates the premises.
25. **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.

26. **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.

27. **Lease Termination.** Notwithstanding any other language or provisions in the Lease Agreement to the contrary, Landlord and Tenants agree Landlord may terminate this Lease by giving Tenants sixty (60) days notice. Upon being served with such notice of intent to terminate this lease, Tenants shall vacate the premises within said period of sixty (60) days. Any rents paid in advance for the month in which the premises are vacated shall be prorated to date of vacation. Tenant shall continue to adhere to all of the terms and conditions of this agreement until date of vacation.
28. **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 this 28th day of May, 2014.

ATTEST:

Christie A Webb  
Christie A Webb - Tazewell County Clerk  
(Print Name & Title)

LESSOR:

By: [Signature]  
Board Chairman, Tazewell County, IL

ATTEST:

LESSEE:

Christie A Webb

By: Christal E. Dagit

Christie A Webb - Tazewell County Clerk  
(Print Name & Title)

CHRISTAL E. DAGIT, PRESIDENT  
(Print Name & 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. \$ 300.00.



## 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. \$ 300.00.

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

_____	_____
<i>Jerry Vandenberg</i>	<i>John Adams</i>
_____	_____
<i>Nancy Proehl</i>	<i>Carroll Jones</i>
_____	_____
<i>Jim Bonafina</i>	<i>David</i>
_____	_____
<i>Don R</i>	<i>Danell &amp; M. M. M. M.</i>
_____	_____

**RESOLUTION**

WHEREAS, the County's Property Committee recommends to the County Board to award a three-year lease agreement to Digital Copy Systems, LLC.; and

WHEREAS, the agreement includes toner, color toner, drum, labor and parts; and

WHEREAS, the costs for this lease agreement is \$4,664.00 per month.

THEREFORE BE IT RESOLVED that the County Board award this contract.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Digital Copy Systems, LLC. and the Auditor of this action.

PASSED THIS 28th DAY OF MAY, 2014.

ATTEST:

*Christie Allwell*  
\_\_\_\_\_  
Tazewell County Clerk

*John Adams*  
\_\_\_\_\_  
Tazewell County Board Chairman

# DIGITAL COPY SYSTEMS, LLC

## SALES   SERVICE   LEASE   RENTAL   AGREEMENT

9011 N University, Peoria, IL 61615

**Ship To:**
**Bill To:**

Name Tazewell County	Name
Address 11 S 4th Street	Address
City Pekin                      State IL                      Zip 61554	City    State                      Zip
Contact	Contact
Phone                                      Fax	Phone                                      Fax
Purchase Order	Order Date
Email	Email

*Items must be listed separately: Doc Feed, Finisher, Print Brd, Fax Brd, Cabinet, etc.*

Equipment	N/U/D	Item #	Serial #	Meter	Price
IR6570		Auditor-Purchasing	KHN01749		
Finisher T1			KJZ07118		
Print Board PDL G5					
IRC2550		Coroner	DCA06332		
DADF L1			JER39922		
Finisher Z1			DND30194		
Cabinet P1					
IR7095		Print Shop	SHX00446		
Finisher V1			TFW02268		
Print Board PDL H2					
Paper Deck X1			SXV00031		
U-send E1					

**Toner**  
 Qty: (    ) *MSF*    Type: \_\_\_\_\_  
**Comments:** *Contract/Lease Term & Payment stated below*    Sale Price: \_\_\_\_\_  
*includes all equipment that is ~~listed~~ on the 15 pages of*    % Tax: \_\_\_\_\_  
*this contract.*    Total: \_\_\_\_\_

Contract/Lease Term 36 months    Start Date July 1 2014 *MSF* to End Date June 30, 2017 *MSF*  
 Security Deposit N/A    Monthly Lease Payment \$4,664.00    Purchase Option  1.00     FMV *MSF*  
 Maintenance Base Charge \$ \_\_\_\_\_ Per  Month     Quarter     Year  
3,100,000    B&W Copies Incl. Per  Month     Quarter     Year    Overages .007 /copy  
258,000    Color Copies Incl. Per  Month     Quarter     Year    Overages .06 /copy  
 Items Incl. in Contract:     Toner     Color Toner     Drum     Labor     Parts     Ink     Masters

**\* Additional Terms & Agreements on Reverse Side are agreed by customer to be included in this agreement \***

Acceptance:	Customer: <i>Tazewell County</i>
Sales Rep:	Name/Title: <i>J. David Zimmerman, Board Chairman</i>
President:	Signed: <i>[Signature]</i>
Date:	Date: <i>5/28-14</i>

Email

# DIGITAL COPY SYSTEMS, LLC

## SALES   SERVICE   LEASE   RENTAL   AGREEMENT

9011 N University, Peoria, IL 61615

**Ship To:**
**Bill To:**

Name			Name		
Address			Address		
City	State	Zip	City	State	Zip
Contact			Contact		
Phone	Fax		Phone	Fax	
Purchase Order			Order Date		
Email			Email		

*Items must be listed separately: Doc Feed, Finisher, Print Brd, Fax Brd, Cabinet, etc.*

Equipment	N/U/D	Item #	Serial #	Meter	Price
IR6570		Auditor	SLP10734		
Finisher T1			KJZ62363		
Print Board PDL G5					
U-send D1					
IR2230		Assessment (coin)	KJC04622		
DADF N1			KCC45298		
Cabinet P1					
IR3230		Assessments	DFR02230		
DADF U1			DDN13773		
Finisher S1			THQ39261		
CFU Y3			KFL84933		
Send & PCL D1					
<b>Toner</b>					
<b>Qty: (    )                      Type:</b>					
<b>Comments:</b>				<b>Sale Price:</b>	
				<b>% Tax:</b>	
				<b>Total:</b>	

Contract\Lease Term _____		Start Date _____		to End Date _____	
Security Deposit _____	Monthly Lease Payment _____	Purchase Option	<input type="checkbox"/> 1.00	<input type="checkbox"/> FMV	
Maintenance Base Charge \$ _____	Per	<input type="checkbox"/> Month	<input type="checkbox"/> Quarter	<input type="checkbox"/> Year	
_____ B&W Copies Incl. Per	<input type="checkbox"/> Month	<input type="checkbox"/> Quarter	<input type="checkbox"/> Year	Overages _____/copy	
_____ Color Copies Incl. Per	<input type="checkbox"/> Month	<input type="checkbox"/> Quarter	<input type="checkbox"/> Year	Overages _____/copy	
Items Incl. in Contract:	<input type="checkbox"/> Toner	<input type="checkbox"/> Color Toner	<input type="checkbox"/> Drum	<input type="checkbox"/> Labor	<input type="checkbox"/> Parts <input type="checkbox"/> Ink <input type="checkbox"/> Masters

**\* Additional Terms & Agreements on Reverse Side are agreed by customer to be included in this agreement \***

Acceptance:	Customer:
Sales Rep:	Name/Title:
President:	Signed:
Date:	Date:

Email

# DIGITAL COPY SYSTEMS, LLC

## SALES   SERVICE   LEASE   RENTAL   AGREEMENT

9011 N University, Peoria, IL 61615

**Ship To:**
**Bill To:**

Name	Name
Address	Address
City                      State                      Zip	City                      State                      Zip
Contact	Contact
Phone                      Fax	Phone                      Fax
Purchase Order	Order Date
Email	Email

*Items must be listed separately: Doc Feed, Finisher, Print Brd, Fax Brd, Cabinet, etc.*

Equipment	N/U/D	Item #	Serial #	Meter	Price
IR 5065		Juvenile States Attorney	CXG00881		
Finisher AD1			MBN71202		
U-send & PDL C1					
IR3230		Juvenile Probabtion	DFR02225		
DADF U1			DDN13776		
Finisher S1			THQ39261		
C Feed Y3			KFL60068		
U-send & PCL D1					
IR3245i		Adult Probabtion	DHK03841		
Finisher S1			KCG15765		
C Feed Y3			SQN07144		

<b>Toner</b>	
<b>Qty:</b> (    )	<b>Type:</b>
<b>Comments:</b>	<b>Sale Price:</b>
	<b>% Tax:</b>
	<b>Total:</b>

Contract\Lease Term _____	Start Date _____	to End Date _____
Security Deposit _____	Monthly Lease Payment _____	Purchase Option <input type="checkbox"/> 1.00 <input type="checkbox"/> FMV
Maintenance Base Charge \$ _____	Per <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	
_____ B&W Copies Incl. Per	<input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	Overages _____/copy
_____ Color Copies Incl. Per	<input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	Overages _____/copy
Items Incl. in Contract:	<input type="checkbox"/> Toner <input type="checkbox"/> Color Toner <input type="checkbox"/> Drum <input type="checkbox"/> Labor <input type="checkbox"/> Parts <input type="checkbox"/> Ink <input type="checkbox"/> Masters	

**\* Additional Terms & Agreements on Reverse Side are agreed by customer to be included in this agreement \***

Acceptance:	Customer:
Sales Rep:	Name/Title:
President:	Signed:
Date:	Date:

Email

# DIGITAL COPY SYSTEMS, LLC

## SALES   SERVICE   LEASE   RENTAL   AGREEMENT

9011 N University, Peoria, IL 61615

**Ship To:**
**Bill To:**

Name	Name
Address	Address
City                      State                      Zip	City                      State                      Zip
Contact	Contact
Phone                                      Fax	Phone                                      Fax
Purchase Order	Order Date
Email	Email

*Items must be listed separately: Doc Feed, Finisher, Print Brd, Fax Brd, Cabinet, etc.*

Equipment	N/U/D	Item #	Serial #	Meter	Price
IR3230		Intensive Services	DFR02185		
DADF U1			DDN13769		
Finisher S1			THQ01662		
C Feed Y3			SQN74518		
U-send & PCL D1					
IR2022i		Deferred Prosecution	MXD04842		
Finisher U2			MYG12210		
Cabinet S1					
IRC3080i		Highway Dept	DBF05527		
Finisher Z1			DND37489		
Cabinet P1					

<b>Toner</b>	
<b>Qty:</b> (    )	<b>Type:</b>
<b>Comments:</b>	<b>Sale Price:</b>
	<b>% Tax:</b>
	<b>Total:</b>

Contract\Lease Term _____	Start Date _____	to End Date _____
Security Deposit _____	Monthly Lease Payment _____	Purchase Option <input type="checkbox"/> 1.00 <input type="checkbox"/> FMV
Maintenance Base Charge \$ _____	Per <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	
_____ B&W Copies Incl. Per	<input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	Overages _____/copy
_____ Color Copies Incl. Per	<input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	Overages _____/copy
Items Incl. in Contract:	<input type="checkbox"/> Toner <input type="checkbox"/> Color Toner <input type="checkbox"/> Drum <input type="checkbox"/> Labor <input type="checkbox"/> Parts <input type="checkbox"/> Ink <input type="checkbox"/> Masters	

**\* Additional Terms & Agreements on Reverse Side are agreed by customer to be included in this agreement \***

Acceptance:	Customer:
Sales Rep:	Name/Title:
President:	Signed:
Date:	Date:

Email

# DIGITAL COPY SYSTEMS, LLC

## SALES   SERVICE   LEASE   RENTAL   AGREEMENT

9011 N University, Peoria, IL 61615

**Ship To:**
**Bill To:**

Name	Name
Address	Address
City                      State                      Zip	City                      State                      Zip
Contact	Contact
Phone                                      Fax	Phone                                      Fax
Purchase Order	Order Date
Email	Email

*Items must be listed separately: Doc Feed, Finisher, Print Brd, Fax Brd, Cabinet, etc.*

Equipment	N/U/D	Item #	Serial #	Meter	Price
IR3230		ROE	DFR02177		
DADF U1			DDN13775		
Finisher S1			THQ57195		
C Feed Y3			SQN47257		
Send & PCL D1					
IRC3080i		County Clerk	DBF05523		
Finisher Z1			DND37478		
Cabinet P1					
IR2022i		Jury Commision	MXD04833		
Finisher U2			MYG12209		

<b>Toner</b>	
<b>Qty:</b> (    )	<b>Type:</b>
<b>Comments:</b>	<b>Sale Price:</b>
	<b>% Tax:</b>
	<b>Total:</b>

Contract/Lease Term _____	Start Date _____	to End Date _____
Security Deposit _____	Monthly Lease Payment _____	Purchase Option <input type="checkbox"/> 1.00 <input type="checkbox"/> FMV
Maintenance Base Charge \$ _____	Per <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	
_____ B&W Copies Incl. Per	<input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	Overages _____/copy
_____ Color Copies Incl. Per	<input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	Overages _____/copy
Items Incl. in Contract:	<input type="checkbox"/> Toner <input type="checkbox"/> Color Toner <input type="checkbox"/> Drum <input type="checkbox"/> Labor <input type="checkbox"/> Parts <input type="checkbox"/> Ink <input type="checkbox"/> Masters	

**\* Additional Terms & Agreements on Reverse Side are agreed by customer to be included in this agreement \***

Acceptance:	Customer:
Sales Rep:	Name/Title:
President:	Signed:
Date:	Date:

Email

# DIGITAL COPY SYSTEMS, LLC

## SALES   SERVICE   LEASE   RENTAL   AGREEMENT

9011 N University, Peoria, IL 61615

**Ship To:**
**Bill To:**

Name	Name
Address	Address
City                      State                      Zip	City                      State                      Zip
Contact	Contact
Phone                                      Fax	Phone                                      Fax
Purchase Order	Order Date
Email	Email

*Items must be listed separately: Doc Feed, Finisher, Print Brd, Fax Brd, Cabinet, etc.*

Equipment	N/U/D	Item #	Serial #	Meter	Price
IR7105		Administration	CBB11017		
Finisher V2			TGE06475		
Print PDL H2					
Paper Deck X1			SXV00481		
U-send E1					
IR3230		Recorder of Deeds	DFR02363		
DADF U1			DDN13771		
Finisher S1			KCG91446		
C Feed Y3			SQN05492		
U-send & PCL D1					

<b>Toner</b>	
<b>Qty:</b> (    )	<b>Type:</b>
<b>Comments:</b>	<b>Sale Price:</b>
	<b>% Tax:</b>
	<b>Total:</b>

Contract\Lease Term _____	Start Date _____	to End Date _____
Security Deposit _____	Monthly Lease Payment _____	Purchase Option <input type="checkbox"/> 1.00 <input type="checkbox"/> FMV
Maintenance Base Charge \$ _____	Per <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	
_____ B&W Copies Incl. Per	<input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	Overages _____/copy
_____ Color Copies Incl. Per	<input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	Overages _____/copy
Items Incl. in Contract:	<input type="checkbox"/> Toner <input type="checkbox"/> Color Toner <input type="checkbox"/> Drum <input type="checkbox"/> Labor <input type="checkbox"/> Parts <input type="checkbox"/> Ink <input type="checkbox"/> Masters	

**\* Additional Terms & Agreements on Reverse Side are agreed by customer to be included in this agreement \***

Acceptance:	Customer:
Sales Rep:	Name/Title:
President:	Signed:
Date:	Date:

Email



# DIGITAL COPY SYSTEMS, LLC

## SALES   SERVICE   LEASE   RENTAL   AGREEMENT

9011 N University, Peoria, IL 61615

**Ship To:**
**Bill To:**

Name	Name
Address	Address
City                      State                      Zip	City                      State                      Zip
Contact	Contact
Phone                      Fax	Phone                      Fax
Purchase Order	Order Date
Email	Email

*Items must be listed separately: Doc Feed, Finisher, Print Brd, Fax Brd, Cabinet, etc.*

Equipment	N/U/D	Item #	Serial #	Meter	Price
IR3230		Recorder of Deeds	DFR02360		
DADF U1			DDN04540		
Finisher S1			TCG32227		
C Feed Y3			KUU02868		
U-send & PCL D1					
IRC3080i		Treasurer	DBF05591		
Finisher Z1			DND37455		
Cabinet P1					
IRC3080i		Community Development	DBF05550		
Finisher Z1			DND37497		
Cabinet P1					

<b>Toner</b>	
<b>Qty:</b> (    )	<b>Type:</b>
<b>Comments:</b>	<b>Sale Price:</b>
	<b>% Tax:</b>
	<b>Total:</b>

Contract\Lease Term _____ Start Date _____ to End Date _____	
Security Deposit _____	Monthly Lease Payment _____ Purchase Option <input type="checkbox"/> 1.00 <input type="checkbox"/> FMV
Maintenance Base Charge \$ _____ Per	<input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year
_____ B&W Copies Incl. Per	<input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year Overages _____/copy
_____ Color Copies Incl. Per	<input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year Overages _____/copy
Items Incl. in Contract: <input type="checkbox"/> Toner <input type="checkbox"/> Color Toner <input type="checkbox"/> Drum <input type="checkbox"/> Labor <input type="checkbox"/> Parts <input type="checkbox"/> Ink <input type="checkbox"/> Masters	

**\* Additional Terms & Agreements on Reverse Side are agreed by customer to be included in this agreement \***

Acceptance:	Customer:
Sales Rep:	Name/Title:
President:	Signed:
Date:	Date:

Email

# DIGITAL COPY SYSTEMS, LLC

## SALES   SERVICE   LEASE   RENTAL   AGREEMENT

9011 N University, Peoria, IL 61615

**Ship To:**
**Bill To:**

Name	Name
Address	Address
City                      State                      Zip	City                      State                      Zip
Contact	Contact
Phone                      Fax	Phone                      Fax
Purchase Order	Order Date
Email	Email

*Items must be listed separately: Doc Feed, Finisher, Print Brd, Fax Brd, Cabinet, etc.*

Equipment	N/U/D	Item #	Serial #	Meter	Price
IR3245i		Civil Processing	DHK03852		
Finisher S1			THQ61022		
C Feed Y3			KFL68834		
IR2525		Clerk's Office Jail	FRU03463		
DADF AB1			FWE09815		
Cabinet C1					
IR3530		Maintenance	KJG00438		
DADF N1					
Finisher S1			KCG73319		
Print UFR E2					
C Feed Y3			KUW27700		

<b>Toner</b>	
<b>Qty:</b> (    )	<b>Type:</b>
<b>Comments:</b>	<b>Sale Price:</b>
	<b>% Tax:</b>
	<b>Total:</b>

Contract/Lease Term _____	Start Date _____	to End Date _____
Security Deposit _____	Monthly Lease Payment _____	Purchase Option <input type="checkbox"/> 1.00 <input type="checkbox"/> FMV
Maintenance Base Charge \$ _____	Per <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	
_____ B&W Copies Incl. Per	<input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	Overages _____/copy
_____ Color Copies Incl. Per	<input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	Overages _____/copy
Items Incl. in Contract:	<input type="checkbox"/> Toner <input type="checkbox"/> Color Toner <input type="checkbox"/> Drum <input type="checkbox"/> Labor <input type="checkbox"/> Parts <input type="checkbox"/> Ink <input type="checkbox"/> Masters	

**\* Additional Terms & Agreements on Reverse Side are agreed by customer to be included in this agreement \***

Acceptance:	Customer:
Sales Rep:	Name/Title:
President:	Signed:
Date:	Date:

Email

# DIGITAL COPY SYSTEMS, LLC

## SALES   SERVICE   LEASE   RENTAL   AGREEMENT

9011 N University, Peoria, IL 61615

**Ship To:**
**Bill To:**

Name	Name
Address	Address
City                      State                      Zip	City                      State                      Zip
Contact	Contact
Phone                                      Fax	Phone                                      Fax
Purchase Order	Order Date
Email	Email

*Items must be listed separately: Doc Feed, Finisher, Print Brd, Fax Brd, Cabinet, etc.*

Equipment	N/U/D	Item #	Serial #	Meter	Price
IR2022i		Circuit Clerk Probate	MXD04841		
Finisher U2			MYG11416		
Cabinet S1					
IR2022i		Circuit Clerk Criminal	MXD04846		
Finisher U2			MYG12208		
Cabinet S1					
IR2230		Circuit Clerk Traffic	KJC02601		
DADF N1			KCG25175		
Cabinet P1					

<b>Toner</b>	
<b>Qty:</b> (    )	<b>Type:</b>
<b>Comments:</b>	<b>Sale Price:</b>
	<b>% Tax:</b>
	<b>Total:</b>

Contract\Lease Term _____ Start Date _____ to End Date _____	
Security Deposit _____ Monthly Lease Payment _____ Purchase Option <input type="checkbox"/> 1.00 <input type="checkbox"/> FMV	
Maintenance Base Charge \$ _____ Per <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	
_____ B&W Copies Incl. Per <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year Overages _____/copy	
_____ Color Copies Incl. Per <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year Overages _____/copy	
Items Incl. in Contract: <input type="checkbox"/> Toner <input type="checkbox"/> Color Toner <input type="checkbox"/> Drum <input type="checkbox"/> Labor <input type="checkbox"/> Parts <input type="checkbox"/> Ink <input type="checkbox"/> Masters	

**\* Additional Terms & Agreements on Reverse Side are agreed by customer to be included in this agreement \***

Acceptance:	Customer:
Sales Rep:	Name/Title:
President:	Signed:
Date:	Date:

Email

# DIGITAL COPY SYSTEMS, LLC

## SALES   SERVICE   LEASE   RENTAL   AGREEMENT

9011 N University, Peoria, IL 61615

**Ship To:**
**Bill To:**

Name	Name
Address	Address
City                      State                      Zip	City                      State                      Zip
Contact	Contact
Phone                      Fax	Phone                      Fax
Purchase Order	Order Date
Email	Email

*Items must be listed separately: Doc Feed, Finisher, Print Brd, Fax Brd, Cabinet, etc.*

Equipment	N/U/D	Item #	Serial #	Meter	Price
IRC2550		Court's Admin Office	DCA06506		
DADF L1			JER37972		
Finisher Z1			DND30137		
Cabinet P1					
IR3230		Donna M Lee CSR	DFR02380		
DADF U1			DDN13772		
Finisher S1			THQ03306		
C Feed Y3			KUU04775		
U-send & PCL D1					
IR5065		Judge's Office	CXG00896		
Finisher AD1			MBN71201		
U-send & PDL C1					
<b>Toner</b>					
<b>Qty: (    )                      Type:</b>					
<b>Comments:</b>				<b>Sale Price:</b>	
				<b>% Tax:</b>	
				<b>Total:</b>	

Contract\Lease Term _____	Start Date _____	to End Date _____
Security Deposit _____	Monthly Lease Payment _____	Purchase Option <input type="checkbox"/> 1.00 <input type="checkbox"/> FMV
Maintenance Base Charge \$ _____	Per <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	
_____ B&W Copies Incl. Per	<input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	Overages _____/copy
_____ Color Copies Incl. Per	<input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	Overages _____/copy
Items Incl. in Contract:	<input type="checkbox"/> Toner <input type="checkbox"/> Color Toner <input type="checkbox"/> Drum <input type="checkbox"/> Labor <input type="checkbox"/> Parts <input type="checkbox"/> Ink <input type="checkbox"/> Masters	

**\* Additional Terms & Agreements on Reverse Side are agreed by customer to be included in this agreement \***

Acceptance:	Customer:
Sales Rep:	Name/Title:
President:	Signed:
Date:	Date:

Email

# DIGITAL COPY SYSTEMS, LLC

## SALES   SERVICE   LEASE   RENTAL   AGREEMENT

9011 N University, Peoria, IL 61615

**Ship To:**
**Bill To:**

Name	Name
Address	Address
City                      State                      Zip	City                      State                      Zip
Contact	Contact
Phone                                      Fax	Phone                                      Fax
Purchase Order	Order Date
Email	Email

*Items must be listed separately: Doc Feed, Finisher, Print Brd, Fax Brd, Cabinet, etc.*

Equipment	N/U/D	Item #	Serial #	Meter	Price
IR5065		Circuit Clerk Microfilm	CXG00905		
Finisher AD1			MBN71196		
U-send & PDL C1					
IRC5185i		State's Attorney 1st Floor	MER08763		
Finisher W1			TRJ13717		
Paper Deck Y1			TQZ10617		
C Feed Z2			MFD21199		
IR3230		State's Attorney Traffic	DFR02381		
DADF U1			DDN14050		
Finisher S1			KCG01348		
C-Feed Y3			KFL80971		
Send & PCL D1					

<b>Toner</b>	
<b>Qty:</b> (    )	<b>Type:</b>
<b>Comments:</b>	<b>Sale Price:</b>
	<b>% Tax:</b>
	<b>Total:</b>

Contract/Lease Term _____	Start Date _____	to End Date _____
Security Deposit _____	Monthly Lease Payment _____	Purchase Option <input type="checkbox"/> 1.00 <input type="checkbox"/> FMV
Maintenance Base Charge \$ _____	Per <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	
_____ B&W Copies Incl. Per	<input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	Overages _____/copy
_____ Color Copies Incl. Per	<input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	Overages _____/copy
Items Incl. in Contract:	<input type="checkbox"/> Toner <input type="checkbox"/> Color Toner <input type="checkbox"/> Drum <input type="checkbox"/> Labor <input type="checkbox"/> Parts <input type="checkbox"/> Ink <input type="checkbox"/> Masters	

**\* Additional Terms & Agreements on Reverse Side are agreed by customer to be included in this agreement \***

Acceptance:	Customer:
Sales Rep:	Name/Title:
President:	Signed:
Date:	Date:

Email

# DIGITAL COPY SYSTEMS, LLC

## SALES   SERVICE   LEASE   RENTAL   AGREEMENT

9011 N University, Peoria, IL 61615

**Ship To:**
**Bill To:**

Name	Name
Address	Address
City                      State                      Zip	City                      State                      Zip
Contact	Contact
Phone                                      Fax	Phone                                      Fax
Purchase Order	Order Date
Email	Email

*Items must be listed separately: Doc Feed, Finisher, Print Brd, Fax Brd, Cabinet, etc.*

Equipment	N/U/D	Item #	Serial #	Meter	Price
IRC2550		Detectives	DCA06324		
DADF L1			JER39938		
Finisher Z1			DND37498		
Cabinet P1					
IRC3080i		Community Development	DBF0550		
IR2022i		Jury Commission	MXD04833		
IR6570		Auditor	SLP10734		
Finisher					
IR2200		Courtroom 104	MPG53575		
IRC3080i		HR Dept	DBF03349		
IRADVC7050		Print Shop			
Finisher					

<b>Toner</b>	
<b>Qty:</b> (    )	<b>Type:</b>
<b>Comments:</b>	<b>Sale Price:</b>
	<b>% Tax:</b>
	<b>Total:</b>

Contract\Lease Term _____ Start Date _____ to End Date _____	
Security Deposit _____	Monthly Lease Payment _____ Purchase Option <input type="checkbox"/> 1.00 <input type="checkbox"/> FMV
Maintenance Base Charge \$ _____ Per <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	
_____ B&W Copies Incl. Per <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	Overages _____/copy
_____ Color Copies Incl. Per <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	Overages _____/copy
Items Incl. in Contract: <input type="checkbox"/> Toner <input type="checkbox"/> Color Toner <input type="checkbox"/> Drum <input type="checkbox"/> Labor <input type="checkbox"/> Parts <input type="checkbox"/> Ink <input type="checkbox"/> Masters	

**\* Additional Terms & Agreements on Reverse Side are agreed by customer to be included in this agreement \***

Acceptance:	Customer:
Sales Rep:	Name/Title:
President:	Signed:
Date:	Date:

Email

# DIGITAL COPY SYSTEMS, LLC

## SALES   SERVICE   LEASE   RENTAL   AGREEMENT

9011 N University, Peoria, IL 61615

**Ship To:**
**Bill To:**

Name	Name
Address	Address
City                      State                      Zip	City                      State                      Zip
Contact	Contact
Phone                      Fax	Phone                      Fax
Purchase Order	Order Date
Email	Email

*Items must be listed separately: Doc Feed, Finisher, Print Brd, Fax Brd, Cabinet, etc.*

Equipment	N/U/D	Item #	Serial #	Meter	Price
IR1025if		Courtroom 101			
IR1025if		Advocate Room 304			
IR1025if		Courtroom 202			
IR1025if		Courtroom 207			
IR1025if		Courtroom 302			
IR1025if		Legal Services 305			
IR1025if		Courtroom 308			
IR1025if		Law Library 103			
IR1025if		State's Attorney Basement			
IR1025if		Public Defender 338			
IR1025if		Board of Review 410			
IR1025if		Booking			

<b>Toner</b>	
<b>Qty:</b> (    )	<b>Type:</b>
<b>Comments:</b>	<b>Sale Price:</b>
	<b>% Tax:</b>
	<b>Total:</b>

Contract\Lease Term _____ Start Date _____ to End Date _____	
Security Deposit _____ Monthly Lease Payment _____ Purchase Option	<input type="checkbox"/> 1.00 <input type="checkbox"/> FMV
Maintenance Base Charge \$ _____ Per	<input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year
_____ B&W Copies Incl. Per	<input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year   Overages _____/copy
_____ Color Copies Incl. Per	<input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year   Overages _____/copy
Items Incl. in Contract:	<input type="checkbox"/> Toner <input type="checkbox"/> Color Toner <input type="checkbox"/> Drum <input type="checkbox"/> Labor <input type="checkbox"/> Parts <input type="checkbox"/> Ink <input type="checkbox"/> Masters

**\* Additional Terms & Agreements on Reverse Side are agreed by customer to be included in this agreement \***

Acceptance:	Customer:
Sales Rep:	Name/Title:
President:	Signed:
Date:	Date:

Email

# DIGITAL COPY SYSTEMS, LLC

## SALES   SERVICE   LEASE   RENTAL   **AGREEMENT**

9011 N University, Peoria, IL 61615

**Ship To:**
**Bill To:**

Name	Name
Address	Address
City                      State                      Zip	City                      State                      Zip
Contact	Contact
Phone                                      Fax	Phone                                      Fax
Purchase Order	Order Date
Email	Email

*Items must be listed separately: Doc Feed, Finisher, Print Brd, Fax Brd, Cabinet, etc.*

Equipment	N/U/D	Item #	Serial #	Meter	Price
IR1025if		Jane's Office			
IR1025if		Sheriff's Detectives			
IR1025if		Control Room Jail			
IR1025if		Adult Probation Lab			
IR1025if		Animal Control			
IR1025if		Extra for Scanning			
IR3025		EMA	TJR36526		
U-Send					
Cabinet P					

<b>Toner</b>	
<b>Qty:</b> (    )	<b>Type:</b>
<b>Comments:</b>	<b>Sale Price:</b>
	<b>% Tax:</b>
	<b>Total:</b>

Contract/Lease Term _____ Start Date _____ to End Date _____	
Security Deposit _____ Monthly Lease Payment _____ Purchase Option <input type="checkbox"/> 1.00 <input type="checkbox"/> FMV	
Maintenance Base Charge \$ _____ Per <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	
_____ B&W Copies Incl. Per <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year Overages _____/copy	
_____ Color Copies Incl. Per <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year Overages _____/copy	
Items Incl. in Contract: <input type="checkbox"/> Toner <input type="checkbox"/> Color Toner <input type="checkbox"/> Drum <input type="checkbox"/> Labor <input type="checkbox"/> Parts <input type="checkbox"/> Ink <input type="checkbox"/> Masters	

**\* Additional Terms & Agreements on Reverse Side are agreed by customer to be included in this agreement \***

Acceptance:	Customer:
Sales Rep:	Name/Title:
President:	Signed:
Date:	Date:

Email



## Additional Terms and Agreements

### GENERAL TERMS AND AGREEMENTS:

1. GENERAL TERMS AND CONDITIONS: This shall become a binding contract when it has been accepted by Digital Copy Systems, known hereafter as DCS.
2. LIMITATION OF LIABILITY. DCS shall under no circumstances be liable for consequential or special damages, including but not limited to, loss or damage of other equipment or property, cost of purchase or replacement goods, cost of capital, or any inconvenience or expense due to interruptions of service or damage to or loss of data caused by installation of computer equipment or computer software to their system. Remedies for the customer are exclusive, and the liability of DCS with respect to any contract or of the performance or breach of contract, or from the manufacture, sale, delivery, resale installation or use of any goods covered by or furnished under this agreement whether arising out of contract, negligence, strict tort liability, under any warranty, or otherwise, shall not, unless expressly provided for, exceed the price of the goods of which the liability is based.
3. ENTIRE CONTRACT. This contract constitutes the entire contract between Customer and DCS with respect to contract of this Equipment and is binding upon and for the benefit of the parties and their respective heirs, successors, executors, administrators, and assigns. No modification or variation of this contract whether by Customers purchase order or otherwise and no waiver of any of its conditions or provisions will be valid unless in writing and signed by duly authorized owners, principals, or officers of DCS and Customer. Any provision of this agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the rest of this agreement.
4. LIMITED WARRANTY. During the first 30 days after delivery of the equipment specified, DCS will during normal operating hours make all necessary repairs free of charge, not attributed to neglect, act of nature, accident, or by acts of third persons provided that no repairs, additions, or alterations have been made to Equipment except by DCS or an authorized representative. After the first 30 days and for the remainder of the manufacturers warranty period, we will supply replacement parts for any parts that are defective and any labor necessary for the replacement. DCS PROVIDES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THE SAME ARE HEREBY EXCLUDED. CUSTOMER AGREES THAT DCS PROVIDES ONLY THE LIMITED WARRANTY STATED HEREIN. DCS HAS MADE NO OTHER WARRANTY, PROMISE OR REPRESENTATION.
5. TAXES. Customer is responsible for paying all sales and use taxes, personal property taxes, license and registration fees, and any other taxes or charges that relate to the ownership, leasing, sale, purchase, rental, or other use of equipment as part of this Contract. If the equipment is in use at a location other than the one specified in the contract, the customer must file a personal property tax declaration and pay the personal property tax for all equipment and must furnish a copy of the personal property tax declaration that lists the specific equipment.
6. PAYMENT DEFAULT OR NON-PAYMENT. DCS may revoke service maintenance on equipment for any customer with an account more than 30 days past due for any payment. If a customer breaches this contract in any manner or defaults on any payment to DCS, the customer will be given 10 days to correct the breach of contract or make payment. In the occasion the customer does not correct the breach or make full payment, DCS may accelerate this contract and the balance in full, including payments due and payable, becomes due and payable immediately, DCS may take immediate possession of the property described herein, and DCS reserves the right to sue for any amounts including attorneys fees and costs.
7. TITLE. Title to Equipment remains with DCS until the purchase price is paid in full.

### TERMS AND CONDITIONS OF LEASE RENTAL AND COMPLETE CARE COPY PLAN CONTRACTS:

8. USE. Customer agrees equipment will be kept at location specified on the front of this agreement without DCS's consent to its removal in writing. No service is available if outside our territory. Customer agrees to pay all costs associated with operating equipment, including repair and replacement parts and labor unless otherwise specified. DCS's representatives will have access to the equipment at any reasonable time for the purpose of inspection and/or use. Customer agrees that expendable parts, including, but not limited to fuser, drums, toner, ITB belts, etc., are property of DCS, and in the event of cancellation of this agreement, DCS has the right to retain ownership of the expendable parts. DCS may, in its sole discretion, bill Customer a prorated amount based upon unused supplies.
9. TERM OF CONTRACT. This Contract is irrevocable until terminated. Customer's obligations shall not hinder DCS's taking possession of the equipment. The initial term of this contract begins upon the date of delivery of the equipment to customer and will continue for the number of months specified above following delivery of the equipment. The Contract will automatically renew on an annual basis at the expiration of the initial term at the contract rate specified above, payable in advance, unless DCS or customer notify the other of its intent not to renew the Contract. Customer is responsible for returning equipment in good working condition, including delivery costs, to a location designated by DCS.
10. PAYMENTS. Payments as required above are to be made by the customer in advance, as designated on DCS's invoice. The first payment is due and payable upon customer signing this contract unless noted otherwise and each subsequent payment due and payable in advance for each succeeding period. A late payment fee of the greater of 10% of the late amount or \$10.00 will be due if the payment is late. Lessee shall (a) pay \$90.00 documentation fee and (b) be responsible for all taxes on equipment, including personal property taxes on the equipment, and will reimburse DCS for the same plus any processing fees.
11. CANCELLATION. This agreement may not be cancelled by customer before the expiration of the term of agreement indicated above provided, however, that if the Customer elects to cancel the agreement before expiration of the term of agreement indicated above, Customer agrees to the following: (i) if Customer cancels before the expiration of the initial term, Customer will owe DCS for the remaining months of the initial term, with each remaining month to be based on the average of the previous month(s) billing before cancellation; or (ii) For all cancellations after the initial term, Customer will be held liable to DCS for the remainder of the term of the agreement. Notwithstanding anything to the contrary contained herein. Customer may cancel this agreement by providing written notice to DCS within 30 days prior to the contract anniversary date, but such cancellations shall not effect any remaining payments due as provided herein. This agreement will be automatically renewed for successive one-year periods unless the Customer provides written notice of its intent to cancel within 30 days prior to the contract anniversary date.
12. TITLE. Title to the Equipment remains to DCS. Equipment is personal property regardless to the degree of annexation to any real property. Customer further agrees not to sell, loan, pledge, or part with the possession of the equipment or permit any encumbrance, lien, mortgage or other obligation of any kind to be made on the equipment. Customer agrees it will not assign this agreement or any rights regarding this equipment. Upon the termination of this contract, customer authorizes DCS to enter its premises to take possession of equipment without requiring legal process or court action or rendering DCS liable for damages in trespass. DCS will not be obligated to repair, replace, or re-establish original condition of premises on or after removal of equipment.
13. RISK OF LOSS. Customer receives exclusive possession and control of the equipment and must assume complete responsibility for any and all risks of loss or damage to the equipment from the date of delivery until the equipment is returned to DCS. Reasonable wear and tear is expected. Customer is responsible for compensating DCS for all damages to Equipment which are determined by DCS, in its sole discretion, to be damages beyond reasonable wear and tear. If the equipment or a substantial portion is lost or damaged beyond repair, customer agrees to promptly pay to DCS the fair market value of the equipment before loss or damage. The customer will maintain all risk insurance on equipment for its full insurable value. Lessee agrees to reimburse DCS for and to defend DCS against any claim for losses or injury caused by the equipment, both before and after termination of this Agreement.
14. PURCHASE OPTION. DCS extends to the Customer the right to purchase the equipment upon termination of the lease, rental, or complete care plan contract. The purchase option is indicated on the front of the contract. If \$1.00 is notated, the customer has the right to purchase the Equipment for \$1.00. If FMV is notated, the customer has the right to purchase the Equipment for the Fair Market Value. The Fair Market Value will be determined by DCS. The customer must notify DCS in writing of its intentions to purchase the equipment no later than the termination date on the contract.
15. LCC. Lessee authorizes DCS to file a copy of this Agreement as a financing statement and appoints DCS as Lessee's attorney in fact to execute and file, on Lessee's behalf, financing statements evidencing the interest of DCS in the equipment.

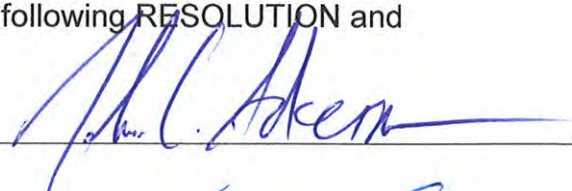
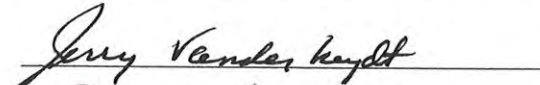
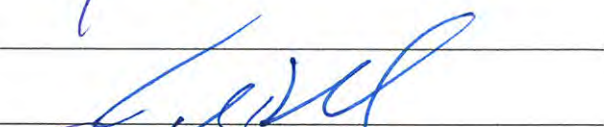



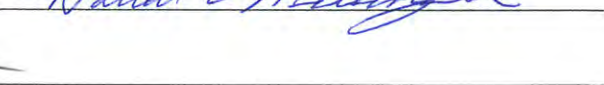

### TERMS AND CONDITIONS OF MAINTENANCE CONTRACT:

16. TAXES. Illinois customers agree to pay applicable sales tax on the portion of the base charge and meter billing associated with parts and supplies.
17. CHARGES. The customer agrees to pay the basic maintenance charge and meter charge for the Equipment covered by this agreement. Any necessary increases in the basic maintenance charge and meter charge will be put into effect on an annual basis. DCS reserves the right to issue if the customer agrees to pay an invoice based on estimated usage. When actual usage data is received, the next invoice will take into account the difference between the estimate and the actual usage. DCS may, as it deems necessary and in its sole discretion, charge Customer a freight or fuel surcharge, for delivery and/or service of Equipment, materials, and supplies covered by this agreement. At the expiration, termination or cancellation of the lease, the Customer is responsible for either returning the Equipment, material and/or unused supplies to DCS, or is responsible for compensating DCS for the costs incurred by DCS in picking up the Equipment, materials, and/or unused supplies from Customer.
18. TERM OF CONTRACT. This agreement covers the period indicated on the face of this agreement. This agreement may not be terminated by customer prior to the termination date. This agreement will be automatically renewed for successive one-year periods unless the customer provides written notice prior to renewal.
19. MAINTENANCE SERVICE. DCS agrees to provide to the customer during DCS's normal operating hours the maintenance service necessary to keep or return the equipment to good working order. Maintenance will include lubrication, replacement of necessary maintenance parts, and adjustment. Maintenance parts will be supplied on an exchange basis and the parts become property of DCS. This agreement does not insure uninterrupted operation of the equipment. Maintenance service requested and performed outside of DCS's normal operating hours will be charged to the customer at the applicable time and material rate.
20. EQUIPMENT TRANSFER. If the equipment is moved outside DCS's normal servicing area, the equipment will be excluded from the agreement.
21. EXCLUSIONS. Maintenance service provided by DCS under this agreement does not include: Repair of damage caused by accident, abuse, or act of nature. Any modification or repair by any person other than DCS authorized representative constitutes abuse. Repair of damage or increased service time caused by unsuitable environment. Replacement parts that are consumed in normal equipment operation, unless specifically included. Installation of accessories, painting, refinishing, or any services connected with relocation of equipment. Copier developer if the customer, uses toner that is not approved by DCS. Repairs or cleaning caused by the customer's failure to comply with the recommendations of DCS's authorized representative. If the above services are provided by DCS, the customer will be charged at the applicable time and material charges. Networking, printing, scanning, faxing
22. PAYMENTS/REFUNDS. Payments by the customer are nonrefundable. If termination of the contract is made by DCS the refund will be the basic maintenance charge paid to DCS, less the retail value of the services performed during the period covered by that charge, or the prorated value of the remaining contract term, whichever is less.
23. ENGINEERING CHANGES. Engineering changes determined applicable by DCS will be controlled and installed by DCS on equipment covered by this agreement. Engineering changes that provide additional capabilities to the equipment covered will be made at the customer's request and charged at DCS's applicable time and material rate.
24. TERMS AND CONDITIONS IF TONER IS INCLUDED. The customer is responsible for ordering supplies and maintaining an adequate inventory of consumable supplies. No more than three months average usage should be kept on hand at any time. When the order is placed, a meter read and serial number will be requested. The customer agrees to use consumable supplies ordered only in connection with equipment covered by this agreement. DCS shall review on occasion consumable supplies ordered by and shipped to the customer and the actual copy volume made on equipment covered by this agreement. DCS will calculate a variance based on manufacturer's recommended yield at 6% coverage. If the variance is greater than 20% DCS will have the right to charge the customer an additional \$.0050 per copy or request that the customer purchase additional supplies to account for the variance cause by customer's unique applications.
25. The customer will make available for DCS pick-up of all unused consumable supplies promptly after expiration or termination of this Agreement. All supplies in the customer's possession belong to DCS and will be made available to DCS if this Agreement is cancelled for any reason including non-payment. DCS may ask the customer to return the empty toner cartridges to DCS. If any individual Agreement expires or is terminated, DCS shall be permitted to pick up that quantity of unused consumable supplies which are in the customer's inventory for use in connection with the unit(s) of equipment subject to such expired or terminated Agreement. Such returned consumable supplies will not result in a credit to the customer.

End of Additional Terms and Agreements  
Version 2.4

Mr. Chairman and Members of the Tazewell County Board:

Your Property Committee has 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 accept the bid from Atlantic Plant Services LLC to provide asbestos abatement for the buildings located at 407, 409 and 411 Elizabeth Street; and


WHEREAS, the project will be at a cost not to exceed \$24,749.00; 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, the Building and Grounds Superintendent and the Auditor of this action

PASSED THIS 28th DAY OF MAY, 2014.

ATTEST:

\_\_\_\_\_   
County Clerk

\_\_\_\_\_   
County Board Chairman

## AGREEMENT FOR COUNTY OF TAZEWELL

THIS AGREEMENT entered into by and between the County of Tazewell, Illinois, a body politic and corporate, hereinafter referred to as "Owner", and **Atlantic Plant Services**; hereinafter referred to as "Contractor", **effective the 29th day of May, 2014.**

WHEREAS, previous heretofore quotes were received for the performance and completion of the **asbestos removal at 407, 409 and 411 Elizabeth Street, Pekin, Il, and**

WHEREAS, the quote of **Twenty Four Thousand Seven Hundred Forty Nine Dollars (\$24,749)**, was received and approved, subject to the execution of this Agreement by the parties hereto.

NOW, THEREFORE, in consideration of the herein stated mutual covenants, promises and undertakings by the parties to this Agreement, it is agreed by and between the parties as follows:

1. The contract documents consist of this Agreement, contract drawings, specifications, and all addenda issued prior to the execution of this Agreement and all modifications issued subsequent thereto. These form the contract and are fully a part of this contract as if attached to this agreement or repeated herein. Additionally, and specifically, there is made a part of this Agreement the bid documents **RFQ Asbestos Abatement dated April 29, 2014**, all specifications contained therein, as well as all drawings contained or referred to in the above referenced manual, and all addenda and other documents incorporated in the above referenced contract documents.

2. The Contractor shall perform all work required by the contract documents as above described for the **Asbestos Removal at 407, 409 and 411 Elizabeth Street**, as described in the above referenced contract documents and in accordance with the said documents, and it is contemplated that the work to be performed under this contract with Tazewell County, Illinois covers and includes, in general, the requirements for the furnishing of all labor, equipment, materials, and services and all other work associated therewith.

a. Contractor shall provide the Sheriff and Buildings and Grounds Superintendent with a list of its employees prior to any work being performed. The list shall provide the name, date of birth, social security number, and date of hire for each employee. Contractor shall immediately notify Sheriff of any additions or deletions to such list.

b. Contractor shall comply with all Tazewell County Security Procedures as established by the Sheriff or Presiding Judge. Any breach of such security procedures shall constitute cause to terminate this agreement immediately.

3. It is agreed by and between the parties hereto that time is of the essence in the performance of the obligations required hereunder.

4. The consideration, herein called the "Contract Price" to be paid by the Owner and accepted by the Contractor for the performance of the work contemplated herein is the lump sum of **Twenty Four Thousand Seven Hundred Forty Nine Dollars (\$24,749) less any unused contingency allowance.** Prior to payment, contractor shall present an invoice to the Tazewell County Auditor, such payment will be made through the normal County billing cycle.

5. All federal, state and local taxes of all types, included, but not limited to, any excise taxes, taxes upon personal property and sale and use taxes, where applicable, are included in the price as stated herein and whenever required by law, are separately stated.

6. Contractor is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Owner insofar as the manner and means of performing the services and obligations of this contract.

7. In the event the Owner's machinery or equipment is used by the Contractor or any subcontractor in the performance of work called for by the contractor, such machinery or equipment shall be considered as being under the sole custody and control of the Contractor during the period of such use by the Contractor or by any subcontractor, and if any person or persons in the employ of the Owner shall be used to operate such machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Contractor.

8. Contractor shall be responsible for damage inflicted by himself or his agents to

existing buildings, equipment, or completed new work, which damage results from the performance of Contractor's requirements under this Agreement. Repair or replacement of all such damaged work shall be done by Contractor at his own expense.

9. Contractor shall at all times keep the site, Owner's premises, and adjoining premises, driveways and streets clean of rubbish resulting from such work. At the conclusion of the work, Contractor shall remove all rubbish from and about the premises, as well as all tools, equipment, surplus material, and shall leave the premises clean and ready for use. No burning of rubbish will be permitted on the premises. If Contractor does not perform such cleaning with reasonable promptness or upon request, Owner may cause such cleaning to be done by others and charge the cost of same to Contractor.

10. Contractor warrants that all work provided for herein shall be done in a workmanlike manner and all materials provided for herein shall be free from defects and Contractor shall promptly repair or replace any items which are defective in workmanship or materials.

11. Contractor shall maintain insurance which will insure the performance by Contractor of the obligations to indemnify and hold harmless, and protect Owner from claims under Workman's Compensation, Occupational Disease Act, Employer's Liability Insurance, Comprehensive General Liability Insurance including bodily injury and property damage and Automobile Liability Insurance including bodily injury and property damage. Contractor shall provide to the Tazewell County Auditor, certificates of insurance in a form and amount acceptable to the Tazewell County Auditor which evidences the existence and continuation of the above required insurance.

12. Contractor and all subcontractors working on the project at the job site during the term of this Agreement shall comply with all the rules and regulations as given in the Williams-Steiger Occupational Safety Health Act of 1970 and all amendments to the Act. Further, Contractor and all subcontractors on the project at the job site during the term of this Agreement shall comply with the Prevailing Wage requirements of the Davis-Bacon Act and its regulations, 29 CFR Parts 1, 3, 5, and 7. Further, Contractor shall pay prevailing wages in accordance with the State of Illinois Prevailing Wage Law, latest revision. All work to be performed hereunder shall be performed in strict accordance with the latest adopted edition of applicable codes and regulations.

13. Contractor shall save and hold harmless Owner, including its officials, agents and employees, free and harmless from all liability, public or private, penalties, contractual or otherwise, attorneys fees, expenses, causes of action, claims or judgments, resulting from claimed injury, damage, loss or loss of use to or of any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to, choses in action) arising out of or in any way connected with the performance of work or work to be performed under this contract, whether or not arising out of the partial or sole negligence of Owner, its officials, agents, or employees, including protection against any claim of the Contractor or any subcontractor for any payments under any Workman's Compensation Insurance carried on behalf of said Contractor or subcontractor and shall indemnify Owner for any costs, expenses, judgments and attorneys fees paid or incurred, by or on behalf of the Owner, and/or its agents and employees, whether or not by or through insurance provided by Owner.

14. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provision of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.

15. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other breach or further breach of this contract or any provision hereof.

16. This contract is severable, and the invalidity or unenforceability of any provision of this contract, or any part hereof, shall not render the remainder of this contract invalid or unenforceable.

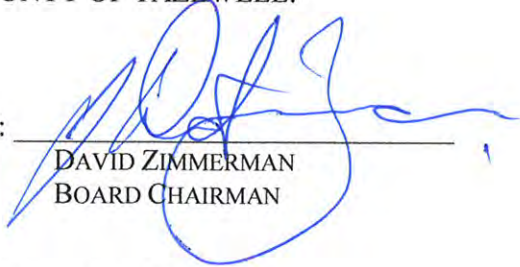
17. This contract may not be assigned or subcontracted by Contractor to any other person or entity without the written consent of Owner.

18. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

19. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto. Owner shall not be liable to Contractor for the costs or changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by Owner in writing approved by and signed by a person with lawful authority granted to execute such writing.

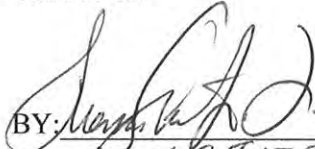
20. The parties agree that the foregoing document herein referenced constitutes all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures.

COUNTY OF TAZEWELL:

BY:   
DAVID ZIMMERMAN  
BOARD CHAIRMAN


Dated: 05-29-14

Contractor:

BY:   
THOMAS C. JUSTUS  
ATLANTIC PLANT SERVICES LLC

Dated: 6-9-14

ATTEST:

  
CHRISTIE WEBB  
COUNTY CLERK

Dated: May 28, 2014

Mr. Chairman and Members of the Tazewell County Board:

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

\_\_\_\_\_

*Jerry Vandenberg*

*Nancy Proehl*

*Jim Kensch*

*Carroll Day*

*Bob Akem*

\_\_\_\_\_

*Bill*

*Danillo Musinger*

*Dean*

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve floor care for the McKenzie Building, the Old Post Office and the Courthouse; and

WHEREAS, the floor care will be to strip and recoat the tile floors; and

WHEREAS, a quote was obtained and the total cost for the three buildings is 12,575.00 which breaks down as \$3,600.00 for the McKenzie Building, \$1,325.00 for the Old Post Office and \$7,650.00 for the Courthouse.

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

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

PASSED THIS 28th DAY OF MAY, 2014.

ATTEST:

*Christie A Webb*

\_\_\_\_\_

County Clerk

*Bob Akem*

\_\_\_\_\_

County Board Chairman

May 9, 2014

**RE: QUOTE - Strip and recoat or Scrub and recoat of Terrazzo, Vinyl and Asbestos tile floors in the McKenzie buildings.**

Thank you for the opportunity for Vonachen Services, Inc. ("VSI") to provide a quote for the above mentioned services

The scope of work and prices are as following

- McKenzie building – Machine scrub and apply 4 coats of finish to 1<sup>st</sup>-4<sup>th</sup> floors commons area/hallways - \$1700.00
- McKenzie Building – Machine Scrub and apply 4 coats of finish to the Jury waiting area (green floor) \$900.00
- McKenzie Building - Machine Scrub and apply 4 coats of finish to County Clerk's office \$275.00
- McKenzie Building – Machine Scrub and apply 4 coats of finish to Christy Webb's office 1<sup>st</sup> fl \$725.00
- Total for all above services is **\$3,600.00**

Pricing includes VSI providing all labor, supervision, equipment, and floor stripper, floor wax, floor pads and all other needed supplies. Tazewell County will provide adequate lighting, electricity, water, and make all areas accessible to complete the work.

We would enjoy the opportunity to work with you on this project. If you have any questions or if I may be of further assistance please don't hesitate to call me at 309-303-6768.

Sincerely,

Mason Ledgess

Mason Ledgess  
Senior Regional Operations Manger  
Vonachen Services Inc.

Accepted by:



Date 05.29.14

Tazewell County

May 9, 2014

**RE: QUOTE - Strip and recoat or Scrub and recoat of Terrazzo, Vinyl and Asbestos tile floors in the Old Post Office.**

Thank you for the opportunity for Vonachen Services, Inc. ("VSI") to provide a quote for the above mentioned services

The scope of work and prices are as following

- Old Post Office – Machine Strip and apply 4 coats of finish to 1<sup>st</sup> floor hallway area \$825.00
- Old Post Office – Machine Scrub and apply 4 coats of finish to Adult Probation (1<sup>st</sup> floor) \$500.00
- Total for all above services is **\$1,325.00**

Pricing includes VSI providing all labor, supervision, equipment, and floor stripper, floor wax, floor pads and all other needed supplies. Tazewell County will provide adequate lighting, electricity, water, and make all areas accessible to complete the work.


We would enjoy the opportunity to work with you on this project. If you have any questions or if I may be of further assistance please don't hesitate to call me at 309-303-6768.

Sincerely,

Mason Ledgess

Mason Ledgess  
Senior Regional Operations Manger  
Vonachen Services Inc.

Accepted by:

  
\_\_\_\_\_  
Tazewell County

Date **05-29-14**



May 9, 2014

**RE: QUOTE - Strip and recoat or Scrub and recoat of Terrazzo, Vinyl and Asbestos tile floors in the Courthouse.**

Thank you for the opportunity for Vonachen Services, Inc. ("VSI") to provide a quote for the above mentioned services

The scope of work and prices are as following

- Courthouse – Machine Scrub and apply 4 coats of floor finish on 3<sup>rd</sup>, 2<sup>nd</sup> and 1<sup>st</sup> floor terrazzo floors - \$7000.00
- Courthouse- Machine Strip and apply 4 coats of floor finish to the 2 sets of public/commons restrooms - \$650.00
- Total for all above services is **\$7,650.00**

Pricing includes VSI providing all labor, supervision, equipment, and floor stripper, floor wax, floor pads and all other needed supplies. Tazewell County will provide adequate lighting, electricity, water, and make all areas accessible to complete the work.


We would enjoy the opportunity to work with you on this project. If you have any questions or if I may be of further assistance please don't hesitate to call me at 309-303-6768.

Sincerely,

Mason Ledgess

Mason Ledgess  
Senior Regional Operations Manger  
Vonachen Services Inc.


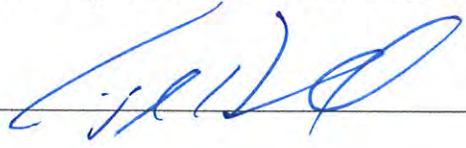
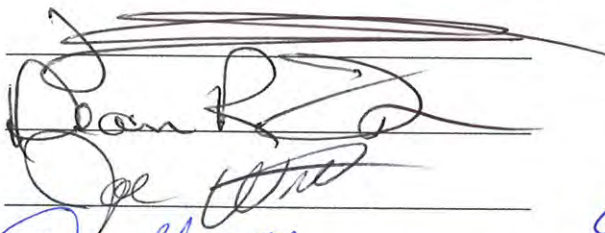
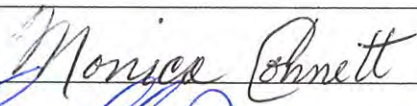
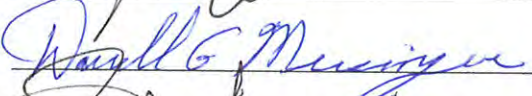

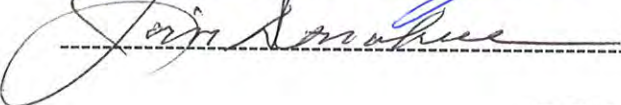
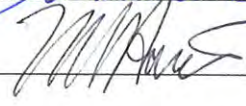
Accepted by:

  
\_\_\_\_\_  
Tazewell County

Date 05-29-14

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 purchase of new computers for the Treasurer's Office; and

WHEREAS, a quote has been obtained by the Network Administrator and the cost is \$9,123.24; and

WHEREAS, the Treasurer's Automation Fund will be used to pay the cost for these computers.

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

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

PASSED THIS 28<sup>th</sup> DAY OF MAY, 2014.

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 Finance Committee recommends to the County Board to approve the attached Agreement between Tazewell County and Hopedale Medical Complex for the Tazewell County employees; and

WHEREAS, Hopedale Medical Complex agrees to enter into an agreement for discounted charges for Tazewell County employees and their dependents utilizing the services of Hopedale Medical Complex as part of the Tazewell County's health insurance program.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Hopedale Medical Complex, Health Alliance and the Auditor of this action.

PASSED THIS 28th DAY OF MAY, 2014.

ATTEST:

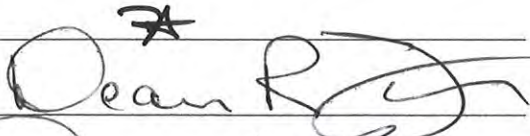
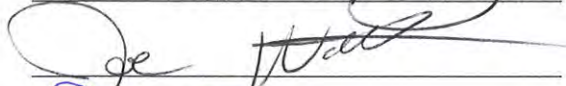
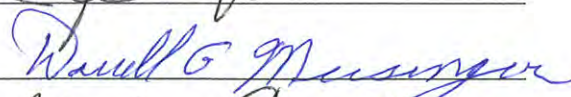
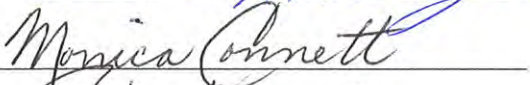
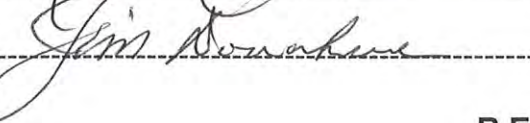
County Clerk

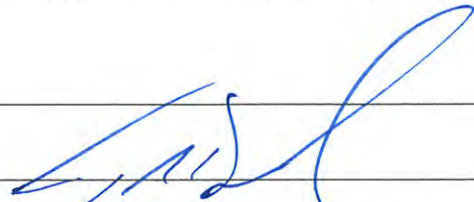



County Board Chairman



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 Finance Committee recommends to the County Board to approve the attached Agreement between Tazewell County and Pekin Hospital for the Tazewell County employees; and


WHEREAS, the Human Resources Committee recommends to the County Board to authorize the Board Chairman or the County Administrator to sign the attached Agreement between Tazewell County and Pekin Hospital for the Tazewell County employees.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Pekin Hospital, Health Alliance and the Auditor of this action.

PASSED THIS 28TH DAY OF MAY, 2014.

ATTEST:

  
 \_\_\_\_\_  
 County Clerk

  
 \_\_\_\_\_  
 County Board Chairman

**AGREEMENT BETWEEN TAZEWell COUNTY  
AND PEKIN HOSPITAL**

In consideration of the provisions provided herein, Tazewell County and Pekin Hospital agree to enter into an agreement for discounted charges for Tazewell County employees and their dependents utilizing the services of Pekin Hospital as part of the Tazewell County's health insurance program. Any prior agreements on reimbursement discounts between Tazewell County and Pekin Hospital are void and replaced upon the execution of this agreement.

1. Inpatient Reimbursement of Covered Expenses: a base DRG rate of \$5,700.00 multiplied times the most recently published HCFA relative weights shall be applied with an outlier of 2.0 times the weighted DRG rate and 65% of charges in excess of the outlier being payable.
2. Outpatient Reimbursement of Covered Expenses: A discount of 32% shall be applied to all charges.
3. This agreement shall take effect for claims paid on or after June 01, 2014 and terminated on May 31, 2019, unless extended by mutual consent of both parties.
4. Pekin Hospital recognizes that Tazewell County currently has an exclusive agreement with Methodist Medical Center of Illinois for hospital services in Peoria County and that Tazewell County pays 0% at any other hospital in Peoria County. Pekin Hospital will make every effort to transfer patients to Tazewell County's preferred hospital in Peoria County.

PEKIN HOSPITAL

BY: 

Date: 6-16-14

TAZEWell COUNTY

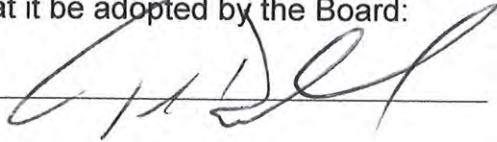
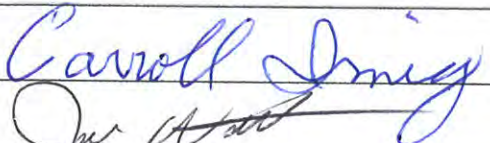

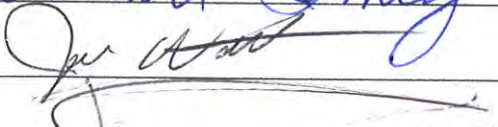
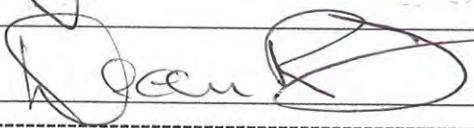
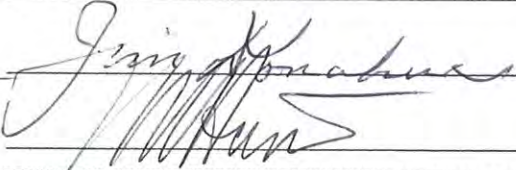
BY: 

Date: 05-29-14

**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 Budget Line Transfers for the Assessment Office:

- Transfer \$100.00 from Legal Notices Line Item (100-157-533-400) to Vehicle Maintenance Line Item (100-157-533-700)
- Transfer \$400.00 from Legal Notices Line Item (100-157-533-400) to Gasoline Line Item (100-157-522-100)

WHEREAS, the transfer of funds is needed for calculated shortfalls in the balance of these line items.

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

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

PASSED THIS 28th DAY OF MAY, 2014.

ATTEST:

  
Tazewell County Clerk

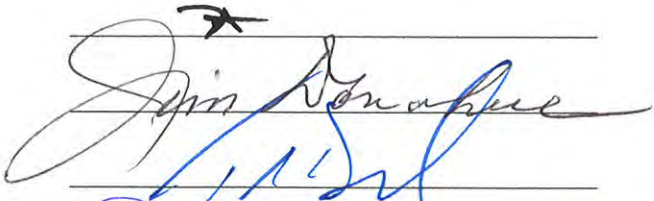

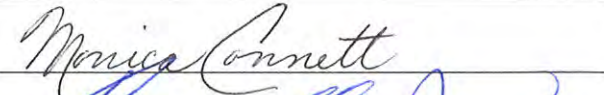
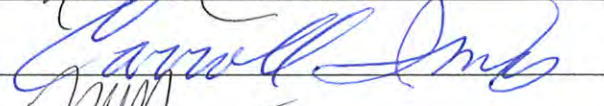
  
Tazewell County Board Chairman

**COMMITTEE REPORT**

F-14-32

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 the County Board;

Transfer \$1,500.00 from Technology Equipment Line Item (100-111-522-011) to Administrator Travel Line Item (100-111-533-153)

WHEREAS, the transfer of funds is needed to restore funds for a zero balance to Administrator Travel Line Item as previous transfers put this fund into a negative balance.

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

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

PASSED THIS 28th DAY OF MAY, 2014.

ATTEST:

  
\_\_\_\_\_  
County Clerk

  
\_\_\_\_\_  
County Board Chairman

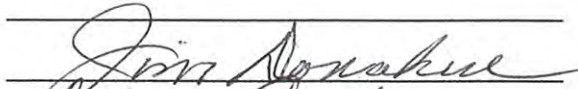


**COMMITTEE REPORT**

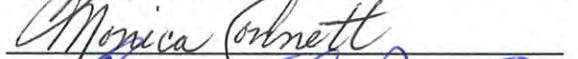
Mr. Chairman and Members of the Tazewell County Board:

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

  
\_\_\_\_\_  
**BRETT A. GRIMM**

  
\_\_\_\_\_

  
\_\_\_\_\_

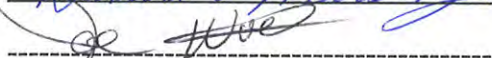
  
\_\_\_\_\_

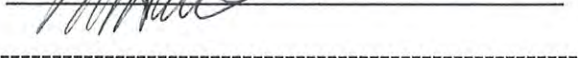
  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to authorize Budget Line Transfer requests for Court Services:

Transfer \$8,608.48 from Private Homes and Institutions Line Item (100-231-533-190) to Drug Court Expenses Line Item (100-231-533-090)

WHEREAS, this transfer is needed as the amount appropriated for FY14 was insufficient due to the increase in Drug Court participants.

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 Court Services Director and the Auditor of this action.

PASSED THIS 28th DAY OF MAY, 2014.

ATTEST:

  
\_\_\_\_\_  
County Clerk

  
\_\_\_\_\_  
County Board Chairman

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:

~~7~~

\_\_\_\_\_

\_\_\_\_\_

*Carroll Dwyer*

\_\_\_\_\_

*Jois Amakus*

\_\_\_\_\_

\_\_\_\_\_

*David G. Murrays*

\_\_\_\_\_

*Deann R. [unclear]*

\_\_\_\_\_

*Jan [unclear]*

*Moniga Cobnett*

\_\_\_\_\_

*[unclear]*

RESOLUTION

WHEREAS, the Human Resources Committee recommends to the County Board to approve a contract renewal with Chestnut Global Partners for Tazewell County's Employee Assistance Program; and

WHEREAS, the program provides free confidential professional counseling to help employees and their family members resolve personal problems which may affect their health, personal well-being or job performance; and

WHEREAS, the agreement is for a one-year term from December 1, 2013 through November 30, 2014 and will be for a fixed cost of \$25.25 per employee per year.

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

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

PASSED THIS 28TH DAY OF MAY, 2014.

ATTEST:

*Christie Al Webb*

\_\_\_\_\_

County Clerk

*[Signature]*

\_\_\_\_\_

County Board Chairman

## **MASTER SERVICES AGREEMENT FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES AND EMPLOYEE WORK-LIFE SERVICES**

**THIS AGREEMENT** is made and entered into this 1<sup>st</sup> day of December, 2013 by and between Chestnut Global Partners, LLC, an Illinois Limited Liability Company (hereinafter referred to as "CGP") and Tazewell County (hereinafter referred to as "EMPLOYER").

This Agreement shall serve as the Master Services Agreement and sets forth the terms under which CGP shall implement and administer Employee Assistance and Work-Life Services.

### **SECTION 1 PROGRAM SCOPE**

**1.1 Components.** The parties agree that the integrated Employee Assistance and Behavioral Health Program (EAP/BH Program) and Employee Work-Life Services that is covered by this Agreement shall be composed of the following components as detailed below:

- Employee Assistance Program
- Work-Life Services

**1.2 Employees.** Full and Part time employees of EMPLOYER and their eligible dependents as determined and specifically set forth by EMPLOYER shall be covered by the EAP ("Covered Persons"). Eligible dependents shall include spouse and dependent children under the age of 26.

### **SECTION 2 ADMINISTRATIVE SERVICES PROVIDED BY CGP**

**2.1 Administrative Consultation.** CGP shall provide consultation to EMPLOYER concerning referrals due to work performance or conduct at work issues.

**2.2 Administrative Training.** CGP shall collaborate with EMPLOYER in conducting administrative training for supervisory personnel designated by EMPLOYER. This training shall include an overview of EAP services, procedures for referring job impaired employees, and appropriate utilization of EAP services by EMPLOYER and its employees. The location and duration of the training and the materials used in the training sessions are to be agreed upon by CGP and EMPLOYER. CGP shall recommend a training manual, as well as provide an experienced EAP professional to lead and facilitate the training.

**2.3 Seminars.** CGP shall offer 4 hours of specialized seminar(s) to EMPLOYER on an annual, as requested basis. CGP shall provide EMPLOYER access to its Speakers Bureau, which provides educational workshops on a wide range of behavioral and organizational health subjects. EMPLOYER shall be responsible for requesting a seminar, reserving seminar accommodations, and assisting in promoting the seminar. CGP shall provide a qualified trainer to lead the seminar sessions and promotional materials and seminar handouts. See appendix A for pricing.

- 2.4 **Program Consultation.** CGP shall provide consulting services to EMPLOYER regarding the development, communication, and implementation of the EAP Program and shall assist EMPLOYER in developing relevant personnel policies. CGP shall also support the workforce development efforts of EMPLOYER with customized consulting services in response to specific behavioral and organizational risk management issues in the workplace that fall within the role and expertise of CGP. CGP shall provide these consultations as agreed upon between CGP and EMPLOYER. Depending upon the scope of the request, consultation services may be subject to additional pre-approved fees. See Appendix A for fee schedule.
- 2.5 **Program Communications.** CGP shall assist EMPLOYER in promoting the EAP Services to its employees, management and supervisory personnel through on-going communications, including face-to-face employee orientations and the production of written materials including hardcopy brochures and electronic newsletters, which will be subject to the approval of EMPLOYER. EMPLOYER shall be responsible for disseminating the written materials.
- 2.6 **Reporting.** CGP shall provide quarterly and annual utilization reports to EMPLOYER summarizing EAP Services used and highlighting prevalent employee problems. CGP and EMPLOYER shall mutually agree upon the format of the utilization report. The utilization report shall include aggregate data only and shall maintain the confidentiality of all Covered Persons receiving EAP services. Other reports provided shall be as mutually agreed to by the parties.
- 2.7 **Program Review.** In an ongoing effort to improve EAP services, CGP shall meet with EMPLOYER annually to review implementation of the employee assistance program and provision of EAP services to employees and eligible dependents.

### **SECTION 3 EMPLOYEE ASSISTANCE PROGRAM (EAP) SERVICES**

- 3.1 **Personal Problem Assistance.** CGP shall provide information, assessment, counseling, and referral services to Covered Persons. Personal problem assistance may be provided for marital discord, adjustment to divorce, substance abuse, domestic abuse, emotional strains, addictive behavior, psychological disorders, behavior problems with children or adolescents, life and career transitions, family stresses, financial difficulties, interpersonal problems at work and other issues that affect job performance, increase healthcare utilization and compromise general well-being. CGP will be responsible for services provided by its contracted providers to the same extent that CGP would have been had CGP performed those services without the use of a contracted provider.
- 3.2 **Referrals.** CGP shall work with employees and eligible dependents to develop an accurate and mutual perception of the problem subject to the services described in Appendix A. If the employee is in need of specialized care not available within the EAP or if it reasonably appears that treatment of the problem will require counseling or treatment beyond six (6) sessions, then CGP shall refer the employee to a therapist, program, or facility able to provide the necessary services. If a referral is indicated, then CGP shall assist the employee

or eligible dependent in locating the most appropriate and cost effective resource for treatment. CGP shall use its best efforts to make referrals to Employers preferred providers when such a referral is available and appropriate. The final decision concerning the preferred course of action shall remain with the employee or eligible dependent.

- 3.3 EAP Counseling Sessions.** On an annual basis, CGP shall provide up to six (6) outpatient counseling sessions to each Covered Person for each incident. CGP shall contract with affiliate providers to provide the counseling sessions. All contacts related to the initial presenting problem shall be considered a single incident. CGP, at its sole discretion, shall determine whether problems relate to a prior incident or represent a new incident for which additional services are available. At its discretion, CGP may provide additional services to a Covered Person as necessary to stabilize a situation until an appropriate referral can be made. CGP shall address crisis situations and facilitate appropriate referrals if indicated. For the purposes of this Agreement, crisis shall mean any interaction that may be conceived to be life threatening.
- 3.4 Critical Incident Response.** CGP shall provide on site critical incident stress debriefing response services as requested or required to appropriately respond to a given work place event. These services may include: crisis intervention, one-on-one counseling, critical incident stress debriefing, defusing, management consultation and appropriate follow-up. See Appendix A for pricing.
- 3.5 Availability.** CGP shall maintain a 24-hour toll-free access line. CGP shall use commercially reasonable efforts to provide telephone consultation within a maximum time frame of one-half hour from the initial contact. Appointments shall be offered as soon as possible in emergency situations and within three (3) working days of the initial telephone contact for non-emergency situations. CGP shall offer day and evening appointments.
- 3.6 Other Administrative Fees.** Employer agrees to reimburse CGP for other administrative fees incurred by CGP for such matters including special reports requested by EMPLOYER, training and consultation services not covered under sections 2.2 and 2.3, or participation in non EAP related committees etc. CGP agrees to seek approval from EMPLOYER prior to incurring any such Administrative Fees under this Section.

#### **SECTION 4 WORK-LIFE SERVICES**

- 4.1 Online Services.** CGP and/or its subcontractors shall provide Work-Life services to employees of EMPLOYER and their eligible dependents as set forth and detailed in Appendix A – Scope of Services. Such services may include Child care and Eldercare locator tools, Educational and Information Services and Materials, and Resource and Referral Topics/ Issues.
- 4.2 Identity Theft.** CGP and/or its subcontractors shall provide Identity Theft Resolution Services, which shall include Credit Report Monitoring and Breach Services as requested following an incident of identity theft.

- 4.3 **Legal Consultation.** CGP and/or its subcontractors shall provide one 30 minute telephonic legal consultation annually for an unlimited number of separate non employment related legal matter. Discounts on attorney fees are available for those individuals who wish to further engage and attorney in services
- 4.4 **Financial Consultation.** CGP and/or its subcontractors shall provide consultation services for an unlimited number of separate financial matters including credit, and budget, debt, tax planning, eldercare and college planning.
- 4.5 **Eldercare Assessment.** CGP and/or its subcontracts shall provide consultative services designed to provide employees information about community based eldercare resources, including a personalized assessment of an elderly parent's ability to live independently.
- 4.5 **Nutrition Consultation.** CGP and/or its subcontractors shall provide one 30 minute telephonic nutrition consultation annually on non-medical related nutrition matters.
- 4.6 **Exercise Consultation.** CGP and/or its subcontractors shall provide one 30 minute telephonic nutrition consultation annually on non-medical related exercise matters.

**SECTION 5 DUTIES AND RESPONSIBILITIES OF EMPLOYER**

- 5.1 **Covered Person Information.** To enable CGP to render appropriate services under this Agreement, EMPLOYER or its designee shall provide CGP with a current list of the number of Covered Persons quarterly or more often if reasonably required by CGP.
- 5.2 **Contact Person.** EMPLOYER shall designate a contact person within its organization to communicate with and assist CGP concerning implementation of the employee assistance program. The designated contact person shall have sufficient authority and decision making power with respect to the EAP and Work/ Life Services, including authority to schedule administrative trainings and seminars.
- 5.3 **Employee Complaints.** EMPLOYER agrees to inform CGP of employee complaints related to the provision of EAP and Work/ Life Services. EMPLOYER and CGP shall cooperate in the resolution of such complaints.
- 5.4 **Compliance with Laws.** EMPLOYER is responsible for ensuring that its EAP/ BH program complies with all applicable laws, domestically and internationally, and agrees to notify CGP of any requirements related to the provision of services by CGP hereunder.

**SECTION 6 COMPENSATION**

- 6.1 **Compensation.** For services rendered under this Agreement, EMPLOYER shall compensate CGP as set forth in Appendix A, attached hereto and made a part of this Agreement.

## **SECTION 7 CONFIDENTIALITY**

- 7.1 **Confidentiality of Records.** CGP shall maintain, and shall cause its subcontractors to maintain, the confidentiality of information concerning recipients of services pursuant to this Agreement in accordance with applicable confidentiality statutes and regulations, including federal and state rules governing substance abuse and mental health patient information. EMPLOYER acknowledges and agrees that confidentiality laws may prevent CGP from providing information to EMPLOYER without the written authorization of the Covered Person.
- 7.2 **Confidentiality of CGP Proprietary Information.** EMPLOYER recognizes that it will have access to confidential and proprietary information developed, created and/or owned by CGP or its subcontractors, including, but not limited to, data, procedures, trade secrets, formulas, specifications, processes, methods, ideas, compilations and systems (referred to in the aggregate as “Confidential Information”). EMPLOYER, for itself and for its agents, employees, officers and directors, agrees, understands and acknowledges that such Confidential Information shall forever remain the sole and exclusive property and proprietary interest of CGP or its subcontractors, as applicable, and EMPLOYER shall not usurp, misappropriate or effect the Confidential Information for EMPLOYER’s business or personal benefit, or use or disclose the Confidential Information without the prior written express consent of CGP or its subcontractors, as applicable. The term “confidential information” shall not include (a) information known to EMPLOYER at the time of disclosure by CGP, (b) information that is or becomes known through no fault of EMPLOYER through the public domain, (c) information received by EMPLOYER from a third party not in violation of any right of CGP or its subcontractors, or (d) information which is independently developed by EMPLOYER. To the extent copyrights exist in any works of authorship, such works shall be deemed, to the extent legally permitted, to be works made for hire as that term is used in the Copyright Act of 1976. EMPLOYER covenants and agrees that it shall not disclose (except pursuant to the order of a court or governmental agency) any such information to any person, firm, corporation, association or other entity, for any reason or purpose whatsoever, except for any such information that is ascertainable from public or published information or trade sources, has become known in the industry through no wrongful act of EMPLOYER, or has been rightfully received from a third party without restriction and without breach of this Agreement. The provisions set forth under this Section shall survive the expiration of this Agreement.
- 7.3 **Confidentiality of EMPLOYER Proprietary Information.** CGP expressly acknowledges that EMPLOYER’s employee information, survey results, trade secrets and other confidential information pertaining to the operations and business affairs of EMPLOYER, as they may exist from time to time, are valuable, special and unique assets, and CGP agrees that it shall not disclose (except pursuant to the order of a court or governmental agency) any such information to any person, firm, corporation, association or other entity, except for any such information that is ascertainable from public or published information or trade sources, has become known in the industry through no wrongful act of CGP, or has been rightfully received from a third party without restriction and without breach of this Agreement. Notwithstanding the foregoing, CGP may provide

such confidential information to its employees, agents and subcontractors when necessary for the provision of services under this Agreement. This Section shall survive the expiration of this Agreement.

## **SECTION 8 TERM AND TERMINATION**

**8.1 Term.** This Agreement shall be effective as of December 1, 2013 and, subject to earlier termination as provided in Section 8.2, shall remain in effect until November 30, 2014 (the "Term").

**8.2 Termination.** This Agreement may be terminated as follows:

- A. By CGP or EMPLOYER upon thirty (30) days prior written notice in the event the other party commits a material breach of this Agreement. The written notice shall specify the precise nature of the breach. In the event the breaching party cures the breach within thirty (30) days after receiving notice, this Agreement shall not terminate.
- B. By CGP or EMPLOYER immediately upon written notice if the other party becomes insolvent, which for purposes of this Agreement shall mean that the party voluntarily files or has filed involuntarily against it a petition under the United States Bankruptcy Code, including a petition for Chapter 11 reorganization as set forth in the United States Bankruptcy Code.
- C. By CGP immediately if CGP or one of its subcontractors is found to be subject to federal, state or local licensing or other regulatory requirements which substantially burden or increase the cost of it providing services under this Agreement or which require CGP to obtain licensure as an insurer, health maintenance organization, health service plan, third party administrator or other similar license.
- D. With cause upon CGP or EMPLOYER providing thirty (30) days prior written notice with termination effective on the last day of the current period for which compensation has already been paid by EMPLOYER.
- E. Without cause upon CGP or EMPLOYER providing one hundred twenty (120) day prior written notice.

**8.3 Effect of Termination.**

- A. Immediately upon termination of this Agreement, EMPLOYER shall notify Covered Persons of such termination.
- B. CGP shall cooperate with EMPLOYER or EMPLOYER's new EAP vendor in transitioning the care and management of Covered Persons. The parties agree that CGP is the owner of all EAP records developed and maintained by CGP pursuant to this Agreement and that transfer of any records shall be in accordance with federal



and state confidentiality laws. CGP shall be permitted to maintain the original of any record.

## **SECTION 9 INSURANCE AND INDEMNIFICATION**

- 9.1 Insurance.** CGP shall maintain professional and general liability insurance in connection with this Agreement and shall provide EMPLOYER with a certificate of its insurance, upon request and after full execution of this Agreement. The minimum coverage levels shall be \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
- 9.2 Indemnification.** Each party hereby indemnifies and agrees to defend and hold harmless the other and their respective officers, directors, trustees, employees, successors, and assigns from and against any and all loss, injury, liability, claim, damage or expense (including without limitation, reasonable attorney fees, interest and court costs) incurred by the other resulting from, relating to or arising out of: (a) the acts or omissions of the other party; (b) breach of this Agreement and (c) any claim made against CGP by any employee for a wrongful suspension or termination that is not the result of the negligence of CGP in rendering services pursuant to this Agreement.
- 9.3 Limitation of Liability.** It is specifically understood and agreed by the parties that neither CGP nor its subcontractors shall have any financial responsibility of any kind to EMPLOYER or any other person, firm, corporation, or entity for any of the following: (a) any medical, hospital or other bills, debts, obligations or other liabilities of any kind relating to any medical, surgical, mental health or substance abuse treatment, confinement or medications (b) rendering medical treatment decisions and (c) making final decisions regarding payment of benefits.

## **SECTION 10 GENERAL PROVISIONS**

- 10.1 Independent Contractor.** This Agreement shall not be construed to create any relationship between CGP and EMPLOYER other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. The parties shall be independent contractors and neither of them shall be construed to be the agent, employee, partner, joint venturer or representative of the other. The parties agree that neither party shall have any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other party, except as may otherwise be provided in this Agreement.
- 10.2 No-Hire Clause.** Each party agrees that during the period that this agreement is in force, including extensions or modifications thereto, and for an additional 12 months following this period, neither CGP nor EMPLOYER shall actively recruit, or solicit permanent employees of either party without the prior written approval of the party whose employee is being considered for employment. This provision does not prohibit any employee from responding to or pursuing employment opportunities through normal media channels, i.e. newspaper, internet, professional journals, etc. so long as it is not an attempt to avoid the intent of the above restriction.

- 10.3 **Amendments.** This Agreement may only be amended or modified in writing as mutually agreed upon by the parties.
- 10.4 **Assignment.** The parties expressly agree that neither party may assign any of its rights and responsibilities under this Agreement to any individual or entity without the prior written consent of the other party. Notwithstanding the foregoing, EMPLOYER further acknowledges that CGP may assign any or all of its rights and responsibilities under this Agreement to any entity in which Chestnut Health Systems has an interest and such assignment shall not require EMPLOYER's prior written consent. EMPLOYER also acknowledges that persons and entities under contract with CGP may perform certain services under this Agreement.
- 10.5 **Notices.** Except as provided below, all notices required under this Agreement shall be in writing, signed by the party giving notice and delivered by hand, overnight delivery or first-class mail to the other party at such address as set forth immediately below or at such other address as designated by the party. Any notice shall be deemed to have been given at the time of actual receipt, or if mailed, five (5) days from the date of mailing.

**If to CGP:**

Chestnut Global Partners, L.L.C.  
 1003 Martin Luther King Drive  
 Bloomington, Illinois 61701  
 Attn: Russell J. Hagen, CEO and Manager

**If to EMPLOYER:**

Tazewell County

\_\_\_\_\_  
 Michael Freilinger, County Admisistrator

Correspondence relating to the day-to-day operations of the EAP Services may be sent by facsimile or other means as agreed upon by the parties.

- 10.6 **Waiver.** The waiver of either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.
- 10.7 **Headings.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not part of this Agreement and shall not be used in the interpretation of any provisions of this Agreement.
- 10.8 **Controlling Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

**10.9 Severability.** If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provisions were omitted.

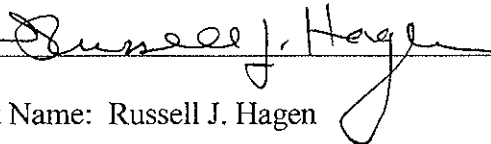
**10.10 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

**10.11 Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior understandings and/or written or oral agreements among the Parties. There are no representations, agreements, arrangements, restrictions, limitations or understandings, oral or written, between and among the Parties relating to the subject matter of this Agreement which are not fully expressed herein.

**10.12 Non-Exclusivity.** EMPLOYER understands and agrees that CGP is free to contract with and provide the same or similar services to other companies during the term of this Agreement,

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

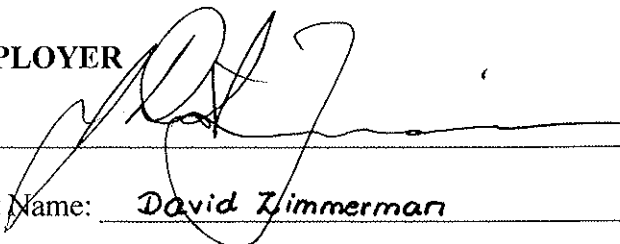
**CHESTNUT GLOBAL PARTNERS, L.L.C.**

By:   
Print Name: Russell J. Hagen

Title: CEO and Manager

Date: 6-11-14

**EMPLOYER**

By:   
Print Name: David Zimmerman

Title: Tazewell County Board Chairman

Date: 05-29-14

## **APPENDIX A COMPENSATION**

As compensation for services rendered by CGP and its subcontractors to Covered Persons, EMPLOYER shall make quarterly payments to CGP based on the number of employees eligible to receive services pursuant to this Agreement as follows. Employer shall pay CGP by the 15<sup>th</sup> day of the first month of each quarter and shall include with the payment the list of employees used to compute the quarterly capitation payment.

### **PRICING FOR COMPREHENSIVE EAP SERVICES**

\$25.25 Per employee per year

### **COMPREHENSIVE EAP SERVICES COVERED**

- 24/7 toll free access to a counselor
- Telephone intervention or counseling as needed for crisis situations
- Assessment of personal problems
- 1-6 sessions of short term counseling per incident
- Referral to appropriate resources for cases requiring specialized care or treatment
- Case management for company initiated referrals
- Unlimited telephonic consultation to help supervisors with impaired employees
- Eldercare in home assessment
- Identity Theft Restoration Services
- Legal consultation for non employment related concerns
- Telephonic debt management consultation
- Telephonic nutrition and exercise consultation
- Unlimited Critical Incident Response
- 4 hours Specialized Workshops/Seminars Annual
- Unlimited Administrative Training
- Quarterly and Annual EAP utilization reports
- Dedicated Account Management
- Development of customized promotional materials
- Access to fundamental EAP website

### **Pricing for Training & Consultative Services not covered under this agreement**

\$150.00 per hour

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 filling a vacancy for a non-union Clerical position at the Regional Office of Education; and

WHEREAS, the Clerical position is a Grade 3 with a hiring range of \$11.60 to \$12.190 per hour.

THEREFORE BE IT RESOLVED by the County Board that the Regional Superintendent of Education be authorized fill this Clerical position.

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

PASSED THIS 28th DAY OF MAY, 2014.

ATTEST:

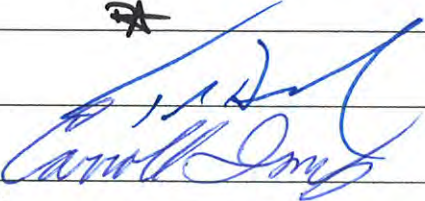
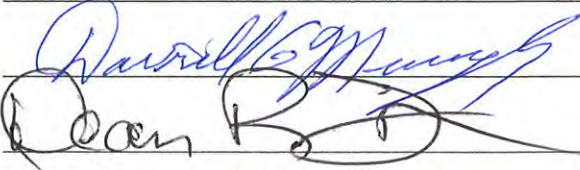

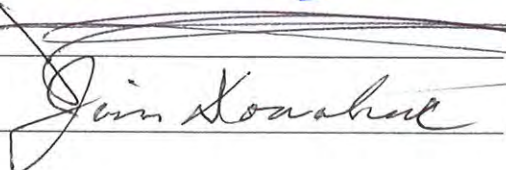
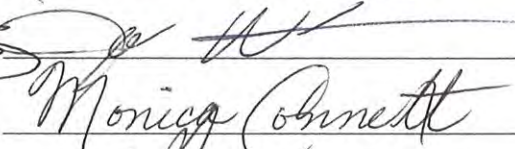
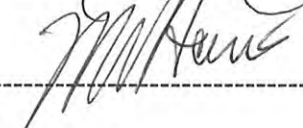
  
 \_\_\_\_\_  
 County Clerk

  
 \_\_\_\_\_  
 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 filling a vacant position for Kennel Assistant at Animal Control; and

WHEREAS, the Kennel Assistant is a Grade 12 union position with a starting hourly range of \$9.409 through \$9.775; and

THEREFORE BE IT RESOLVED by the County Board that the Director of Animal Control be authorized to hire a Kennel Assistant.

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

PASSED THIS 28th DAY OF MAY, 2014.

ATTEST:


  
 County Clerk


  
 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:

<p>_____</p> <p>_____</p> <p><i>Carroll Dins</i></p> <p>_____</p> <p><i>Jim Konahue</i></p>	<p>_____</p> <p>_____</p> <p><i>Dean R D</i></p> <p><i>Jon West</i></p> <p><i>Paul G Messing</i></p> <p><i>Monica Cornett</i></p> <p><i>M. Hawn</i></p>
---	---

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve ratification of the Collective Bargaining Agreement between Tazewell County, the Tazewell County Sheriff (Co-Employers) and Policemen's Benevolent Labor Committee on behalf of and with members of the Deputies' Bargaining Unit; and

WHEREAS, this Agreement is retroactive to December 01, 2012 and is in effect through November 30, 2015.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Tazewell County Sheriff, the Policemen's Benevolent Labor & Protective Association Labor Committee, Payroll and the Auditor of this action.

PASSED THIS 28th DAY OF MAY, 2014.

ATTEST:

*Christie Alessi*

---

County Clerk

*Bob J...*

---

County Board Chairman

**COLLECTIVE BARGAINING AGREEMENT**

Between

TAZEWELL COUNTY and TAZEWELL COUNTY SHERIFF (CO-EMPLOYERS)

and

**POLICEMAN'S BENEVOLENT LABOR COMMITTEE**

on behalf of and with members of

DEPUTIES' BARGAINING UNIT

December 1,2012 – November 30, 2015



## INDEX

PREAMBLE .....	6
ARTICLE 1 – RECOGNITION .....	6
Section 1 – Unit Description.....	6
Section 2 – Supervisors.....	7
Section 3 – Sheriff’s Auxillary.....	7
ARTICLE 2 – MANAGEMENT RIGHTS.....	7
ARTICLE 3 – UNION SECURITY.....	9
Section 1 – Membership Dues Checkoff .....	9
Section 2 – Fair Share Deduction .....	9
Section 3 – Indemnification .....	10
ARTICLE 4 – MAINTENANCE AND STANDARDS .....	10
Section 1 – Economic Benefits .....	10
Section 2 – Inadvertant Errors .....	11
ARTICLE 5 – SUBCONTRACTING.....	11
Section 1 – General Policy .....	11
Section 2 – Notice and Discussion .....	11
ARTICLE 6 – NON-DISCRIMINATION.....	12
Section 1 – Prohibition Against Discrimination .....	12
Section 2 – Union Membership of Activity .....	12
Section 3 – Use of Masculine Pronoun .....	12
ARTICLE 7 – WORK STOPPAGE.....	12
Section 1 – Statutory Provision .....	12
Section 2 – Strike and Lockout Prohibited .....	13
Section 3 – Union Action .....	13
Section 4 – Penalties.....	13
ARTICLE 8 – BILL OF RIGHTS.....	14
ARTICLE 9 – RESOLUTION OF IMPASSE .....	15
ARTICLE 10 – PERSONNEL FILES.....	15
Section 1 – Inspection .....	15
Section 2 – Union Access .....	15
Section 3 – Employee Rights .....	16
ARTICLE 11 – DISCIPLINE AND DISCHARGE.....	16
Section 1 – Definition.....	16
Section 2 – Just Cause .....	17

Section 3 – Limitation .....	17
Section 4 – Use of Prior Warnings .....	17
Section 5 – Written Notice .....	18
Section 6 – Appeal Process.....	18
ARTICLE 12 – DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE .....	19
Section 1 – Definition of a Grievance .....	19
Section 2 – Dispute Resolution.....	19
Section 3 – Representation.....	20
Section 4 – Subject Matter .....	20
Section 5 – Time Limitations.....	20
Section 6 – Investigation.....	21
Section 7 – Grievance Meetings .....	21
Section 8 – Steps in Procedure .....	21
ARTICLE 13 – LABOR-MANAGEMENT CONFERENCES.....	24
Section 1 – Meetings.....	24
Section 2 – Grievances Not Discussed .....	25
Section 3 – Notice .....	26
Section 4 – Employees Not to be Paid .....	26
ARTICLE 14 – SENIORITY / LAYOFFS / RECALLS.....	26
Section 1 – Probation.....	26
Section 2 – Definition of Seniority .....	27
Section 3 – Loss of Seniority.....	27
Section 4 – Seniority List.....	27
Section 5 – Layoffs .....	28
Section 6 – Recalls.....	28
Section 7 – Promotion.....	29
Section 8 – Personal Day Selection.....	29
Section 9 – Days Off Bidding .....	29
Section 10 – Shift Bidding .....	30
ARTICLE 15 – P.B.L.C. REPRESENTATIVES .....	31
Section 1 – Attendance at Meetings .....	31
Section 2 – P.B.L.C. State or National Conferences .....	31
Section 3 – Manpower Replacement.....	31
Section 4 – Union Negotiating Teams .....	32
ARTICLE 16 – HOURS OF WORK / OVERTIME .....	32
Section 1 – Work Day and Work Week .....	32
Section 2 – Overtime Pay .....	32
Section 3 – Break Periods.....	33
Section 4 – Lunch Periods .....	33
Section 5 – Court Appearances .....	34
Section 6 – Callback.....	34
Section 7 – Responsibility to Work Overtime / Overtime Equalization .....	34
Section 8 – Trading Days .....	36

ARTICLE 17 – VACATIONS .....	36
Section 1 – Vacation Leave.....	36
Section 2 – Years of Service .....	37
Section 3 – Vacation Pay.....	37
Section 4 – Earning Vacation Time.....	37
Section 5 – Accrued Vacation Time .....	38
Section 6 – Use of Vacation Time.....	38
Section 7 – Vacation Scheduling .....	39
 ARTICLE 18 – HOLIDAYS .....	 40
Section 1 – Recognized and Observed Paid Holidays.....	40
Section 2 – Compensation .....	40
Section 3 – Recognized Holidays.....	40
 ARTICLE 19 – PERSONAL DAYS .....	 41
 ARTICLE 20 – SICK LEAVE.....	 41
Section 1 – Purpose.....	41
Section 2 – Accumulation .....	41
Section 3 – Credit Upon Retirement .....	42
Section 4 – Notification .....	42
Section 5 – Return to Work .....	42
Section 6 – Working on Sick Leave.....	43
Section 7 – Sick Leave Abuse Sanctions.....	43
Section 8 – Light Duty.....	43
Section 9 – Transfer of Accrued Leave.....	44
 ARTICLE 21 – FUNERAL LEAVE .....	 44
 ARTICLE 22 – UNPAID LEAVES OF ABSENCE .....	 44
Section 1 – Criteria for Unpaid Leaves .....	44
Section 2 – Prohibition Against Misuse of Leaves.....	45
 ARTICLE 23 – INSURANCE .....	 45
Section 1 – County Contributions .....	45
Section 2 – Retirement.....	48
Section 3 – Liability Insurance .....	49
Section 4 – Insurance Committee.....	49
Section 4.1 – Alternate Insurance Study .....	50
Section 5 – Survivor’s Insurance .....	51
 ARTICLE 24 – INDEMNIFICATION .....	 51
Section 1 – Employer Responsibility .....	51
Section 2 – Legal Representation .....	52
Section 3 – Cooperation .....	52
Section 4 – Applicability .....	52

ARTICLE 25 – SAFETY ISSUES.....	52
Section 1 – Safety Committee.....	52
Section 2 – Safety Complaints.....	53
ARTICLE 26 – BULLETIN BOARDS.....	53
ARTICLE 27 – PHYSICAL FITNESS.....	53
Section 1 – Agreement in Principle.....	53
Section 2 – Test .....	54
Section 3 – Achievement Bonus .....	54
ARTICLE 28 – WAGES .....	54
Section 1 – Base Pay Rates .....	54
Section 2 – Educational Additions.....	55
Section 3 – Longevity.....	56
Section 4 – Shift Differential .....	57
Section 5 – Regular Hourly Adjusted Base Rate.....	57
Section 6 – Regular Hourly Adjusted Base Rate.....	58
Section 7 – Working Out of Classification.....	58
Section 8 – Detective, Canine, MEG Assignments and Field Training Office .....	58
ARTICLE 29 – MISCELLANEOUS PROVISIONS .....	58
Section 1 – Work Rules and Personnel Policies .....	58
Section 2 – Uniform Allowance.....	59
Section 3 – Printing of Agreement.....	59
Section 4 – Authorized P.B.L.C. Representatives.....	60
Section 5 – Right to Examine Records .....	60
Section 6 – Replacement and Repair .....	60
Section 7 – Family Immunization .....	60
Section 8 – Comp Time Pool .....	61
Section 9 – Alcohol and Drug Testing .....	61
Section 10 – Duty Injury Leave.....	68
ARTICLE 30 – ENTIRE AGREEMENT / SAVINGS CLAUSE .....	69
Section 1 – Entire Agreement / Waiver .....	69
Section 2 – Savings Clause.....	69
ARTICLE 31 – DURATION.....	70
Section 1 – Term of Agreement .....	70
Section 2 – Continuing Effect.....	70
SIGNATURES.....	71
APPENDIX A – Dues Authorization Form .....	72
APPENDIX B – Grievance Form .....	73

## **PREAMBLE**

This Agreement is entered into by and between the Tazewell County Board and the Sheriff of Tazewell County (herein referred to as the "Employer") and The Policemans Benevolent Labor Committee, (hereinafter referred to as the "Union").

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

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

## **ARTICLE 1** **RECOGNITION**

### **Section 1 - Unit Description**

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

All sworn officers below the rank of Captain, excluding the Jail Superintendent.

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

### Section 2 - Supervisors

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

### Section - 3 Sheriff's Auxiliary

Auxiliary personnel shall only be used in accordance with applicable state statute. Auxiliary personnel may not be used to obviate the payment of overtime to bargaining unit employees.

## **ARTICLE 2** **MANAGEMENT RIGHTS**

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

- A. to plan, direct, control and determine all operations and services of the County Sheriff's Office;
- B. to supervise and direct employees;
- C. to establish the qualifications for employment and to decide which applicants will be employed;
- D. to establish reasonable work rules and work schedules and to assign work as the Employer deems necessary. Such work rules and schedules shall

be posted in a place and manner as mutually agreeable to the Employer and the Union;

- E. to hire, promote, transfer, schedule and assign employees to positions and to create, combine, modify and eliminate positions within the County Sheriff's Office;
- F. to suspend, demote, discharge and take such other disciplinary action against employees for just cause (probationary employees without cause);
- G. to establish reasonable work and productivity standards, and from time to time, amend such standards;
- H. to lay off employees;
- I. to maintain efficiency of County Sheriff's Office operations and services;
- J. to determine methods, means, organization and number of personnel by which such operations and services shall be provided;
- K. to take whatever action is necessary to comply with all applicable state and federal laws;
- L. to change or eliminate methods, equipment and facilities for the improvement of operations;
- M. to determine the kinds and amounts of services to be performed as it pertains to operations and the number and kind of classifications to perform such services;
- N. to contract out for goods and/or services, pursuant to Article V;

O. to take whatever action is necessary to carry out the functions of the Tazewell County Sheriff's Office in emergency situations.

As to the meaning of the term "Employer or Employers" in interpreting and/or applying the provisions of this collective bargaining agreement, the provisions of 315/3(o) of 5 ILCS and the Illinois Public Labor Relations Act that the Sheriff and the County Board are joint employers shall be applied.

However, nothing in this collective bargaining agreement shall negate the Illinois Constitutional provisions as to the Office of Sheriff and/or the terms of 5/3-6018 ILCS that the Sheriff is in charge of the internal operations of his office.

### **ARTICLE 3** **UNION SECURITY**

#### Section 1 - Membership Dues Checkoff

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

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

#### Section 2 - Fair Share Deduction

Pursuant to Section 315/3 and 315/6 of the Illinois Compiled Statutes, Chapter 5 the parties agree herein that as of the date of the signing of this Agreement, if, and



only if, a majority of the members of the bargaining unit covered herein have voluntarily authorized full membership dues deduction, or the Union otherwise demonstrates and certifies to the Employer that such majority of the members of that unit are dues paying members of the Union at that time, non-Union employees covered by this Agreement who select not to become full Union members shall be required to pay a "fair share" amount not to exceed the full amount of Union dues required of full members. The fair share amount shall be deducted by the Employer from such employees' pay pursuant to this Article with regard to full dues checkoff. Said deductions shall be forwarded to the Union pursuant to this Article, along with the above-mentioned dues deduction amount stated within Section 1 of this Article.

### Section 3 - Indemnification

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

## **ARTICLE 4** **MAINTENANCE OF STANDARDS**

### Section 1 - Economic Benefits and Work Practices

The County agrees that wages now paid above the minimums set forth in this Agreement, and all economic benefits and work practices not in conflict with this Agreement and currently in effect shall continue and remain in effect for the term of this Agreement.

Section 2 - Inadvertent Errors

It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the County or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of discovery of error.

**ARTICLE 5**  
**SUBCONTRACTING**

Section 1 - General Policy

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

Section 2 - Notice and Discussion

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

**ARTICLE 6**  
**NON-DISCRIMINATION**

Section 1 - Prohibition Against Discrimination

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

Section 2 - Union Membership or Activity

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

Section 3 - Use of the Masculine Pronoun

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

**ARTICLE 7**  
**WORK STOPPAGE**

Section 1- Statutory Provision

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

Section 2 - 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. Employees shall not refuse to cross any picket lines in the performance of their duty that may be present on work sites placed there by any organization.

### Section 3 - 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 or 2, Article 7 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 4 - Penalties

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

addition to the penalties provided herein, the Employer may enforce any other legal rights and remedies to which it may be entitled by law.

**ARTICLE 8**  
**BILL OF RIGHTS**

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

- A. The Employer shall not adopt any resolution or ordinance and the Sheriff's Department shall not adopt any regulation, which prohibits the right of an officer to bring suit arising out of his duties as an officer.
  - B. No photo of any officer under investigation shall be made available to the media prior to a conviction for a criminal offense or prior to a decision being rendered, unless otherwise required to comply by court order, subpoena or a Freedom of Information Act request.
  - C. The Sheriff's Department shall not compel an officer under investigation to speak or testify before, or to be questioned by, any non-governmental agency without subpoena powers relating to any matter or issue under investigation.
  - D. The officer shall have the right to be represented at such inquiries, investigations, or interrogations by a Labor Council representative.
- Nothing in this Section is intended to or should be construed to waive

employee's right to Union representation during questioning that the employee reasonably believes may lead to discipline.

- E. Bargaining unit employees shall have such rights as set forth in the United States Supreme Court decision in *NLRB v. Weingarten, 420 U.S. 251 (1975)* and *Department of Central Management Services and Corrections (Morgan) decision, 1 PERT par. 2020 (ISLRB, 1985)*.

## **ARTICLE 9** **RESOLUTION OF IMPASSE**

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

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

## **ARTICLE 10** **PERSONNEL FILES**

### Section 1 - Inspection

Inspection and use of personnel files shall be in accordance with the Illinois Personal Records Act, 820 ILCS 40/0.01 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. Personnel files shall not be accessed without the Sheriff or his designee in attendance.

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.

**ARTICLE 11**  
**DISCIPLINE AND DISCHARGE**

Section 1- Definition

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

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

Discipline (including reprimands and suspensions) and discharge may be imposed by the Tazewell County Sheriff. Other reasonable conditions of employment related to the offense may be imposed after discipline. Any disciplinary action or measure imposed pursuant to this Agreement upon an employee may be processed as a grievance through the regular grievance procedure.

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

Section 2 - Just Cause

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

### Section 3 - Limitation

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

- A. unlawful possession of a controlled substance or alcohol;
- B. intentional destruction or theft of County property;
- C. fighting on-the-job;
- D. appearing for work under the influence of drugs or alcohol or other substance that may impair an employee's ability to perform any of their duties required.

Both the employee and Union shall be notified of disciplinary action. Such notification shall be in writing and reflect the specific nature of the offense.

### Section 4 - Use of Prior Warnings

Any written warning or suspension of two (2) days or less shall not be considered in imposing disciplinary penalty for a current offense when more than twenty-four (24) months have elapsed from the written warning or suspension of less than three (3) days. Provided however, that an arbitrator or judge reviewing the merits



of a suspension, demotion or discharge case shall review the employee's entire personnel file.

#### Section 5 - Written Notice

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

#### Section 6 - Appeal Process

Suspension and discharge may be appealed to and subject to the jurisdiction of the Sheriffs' Merit Commission according to applicable State law. Disciplinary action resulting in an oral reprimand, written warning, suspension, demotion or discharge may, in the alternative, be subject to appeal through the Grievance and Arbitration Procedure as provided in this Agreement. Notice of said disciplinary action shall be provided to the employee in writing.

The Grievance Procedure and the Merit Commission appeal process are mutually exclusive and no relief shall be available under the Grievance Procedure for any action heard before the Merit Commission and vice versa. The filing of a grievance shall act as a waiver by the Union and the involved employee of the right to challenge the same matter before the Sheriff's Merit Commission and an employee's request for a hearing before said Commission. A request for a hearing before the Merit Commission shall act as a waiver by the Union and the involved employee of the right to process the same matter through the Grievance and Arbitration Procedure of this Agreement. Any and all grievances involving discipline shall be filed at Step 2 of Article 12, Section 8 hereof.

**ARTICLE 12**  
**DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

Section 1 - Definition of a Grievance

A grievance is defined as any dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement which remains unresolved following completion of the dispute resolution process. 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 immediate supervisor.

The employee shall make his or her complaint to his or her immediate supervisor. The supervisor will notify the employee of the decision within four (4) business days following the day when the complaint was made. A "business day" is defined as Monday through Friday, excluding weekends and holidays. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other disputes. In the event of a complaint, the employee shall first complete his/her assigned work task, and complain later.

Section 3 - Representation

Grievances may 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 signatures of the grieving employee(s) and a local P.B.L.C. representative, 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 with prejudice.

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

Section 6 - Investigation

Insofar as practicable, grievances shall be investigated during off-duty hours. In those instances where it is necessary for the Union representative or any other bargaining unit employee to participate in an investigation of a grievance during

working hours, permission must be obtained from the Sheriff or a person designated by him; such permission shall not be unreasonably denied, and the investigation must be conducted in such a manner as to not interfere with the normal operation of the Sheriff's Department.

#### Section 7 - Grievance Meetings

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

#### Section 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 grievant may prepare a written grievance on a form mutually agreed to (see Grievance Form Appendix) and present the same to the Chief Deputy which shall not be more than fifteen (15) business days from the date of the event or occurrence giving rise to the grievance regardless

of the limitation periods provided for in Section 2. The Chief Deputy will respond to the Labor Council Rep or the employee in writing within five (5) business days.

Step 2. If no agreement is reached between the employee and the Chief Deputy, the grievant may forward the grievance to the Sheriff within fifteen (15) business days from the date of the receipt of the Step 2 response. The Sheriff will respond to the Labor Council Rep or the employee in writing within five (5) business days and indicate whether the Sheriff or his designee will hear the grievance (all management rights issues), or the County Board Grievance Committee will hear the grievance (all financial issues.) A hearing will then be conducted within fifteen (15) business days after receipt of the Sheriff's directional decision. A written decision will be issued to the grievant and the Labor Council (and the Sheriff when heard by the County Board) within five (5) business days after the hearing date.

Step 3. If the dispute is not settled at Step 2, the matter may be submitted to arbitration by the Union within fifteen (15) business days after the Committee's written decision or the expiration of the five (5) day period if the Committee fails to render a written decision. Within fifteen (15) business days

after the matter has been submitted to arbitration, a representative of the Employer and the Union may meet to select an arbitrator from a list of mutually agreed to arbitrators.

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

The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the 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. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination of the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of the arbitrator mutually agreed to and the cost of the hearing room shall be shared equally by the parties. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Union and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

### **ARTICLE 13** **LABOR-MANAGEMENT CONFERENCES**

#### Section 1 - Meetings

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. Such meetings shall not be scheduled more frequently than one each quarter, except by mutual agreement. The party requesting a "Labor-Management Conference" shall make the request in writing to the other party and provide the agenda for such meeting. If the employee is assigned to attend any such "Labor-Management Conference" by the Sheriff, expenses associated with such assignment shall be paid in accordance with Tazewell County travel policy. Such meetings and locations shall be limited to:

- A. discussion on the implementation and general administration of this Agreement.
- B. a sharing of general information of interest to the parties.

- C. notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer, which may affect employees.

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

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

#### Section 2 - Grievances Not Discussed

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

#### Section 3 - Notice

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 the Sheriff or his designee.

#### Section 4 - Employee Not To Be Paid

It is expressly understood and agreed that the employee shall not be paid for attending any "Labor-Management" meeting referred to in this Article, unless such pay is approved by the Sheriff.



**ARTICLE 14**  
**SENIORITY/LAYOFFS/RECALLS**

Section 1 - Probation

Bargaining unit employees hired after the implementation of this Agreement shall serve a probationary period from their date of hire and will conclude twelve (12) months after successful completion of academy and field training. In no event shall a bargaining unit employee's probationary period exceed eighteen (18) months from their original date of hire. During the probationary period, the employee shall be subject to dismissal for any reason without recourse to the grievance procedure. Upon the completion of the probationary period, the employee shall be granted seniority rights from his or her most recent date of hire. Should a probationary deputy miss more than thirty (30) consecutive days of work, then the time missed shall not count towards the 12-18 month probationary.

All employees who are promoted by the Sheriff shall serve a probationary period in accordance with 55 ILCS 5/3-8011.

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 as a commissioned deputy.

Section 3 - Loss of Seniority

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

- A. quits;
- B. is discharged;

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

#### Section 4 - Seniority List

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

#### Section 5 - Layoffs

When the Employer determines that layoffs are necessary, the Employer shall have the sole discretion to determine the number of employees to be laid off. Employees shall be laid off in the reverse order of their seniority.

In the event of layoff of employees covered by this Agreement, the Employer agrees not to hire civilian personnel to perform the duties that only a peace officer can perform. A peace officer shall be defined to mean any person who, by virtue of their

office, is vested by law with a duty to maintain public order and make arrests for offenses.

The employer shall give sixty (60) days prior notice of layoff to the employee and the union.

#### Section 6 - Recalls

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

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

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

#### Section 7 - Promotion

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

#### Section 8 - Personal Day Selection

Requests for personal days for the fiscal year may be submitted anytime after December 1st. Personal days will be awarded on a first come first served basis.

Personal day requests submitted to the Sheriff or his designee at the same time will be resolved in favor of the senior employee.

#### Section 9 - Days Off Bidding

Patrol deputies and Sergeants shall be allowed to select regular days off by seniority on separate sign-up lists. Sergeants and Deputies shall submit a request in writing to the Sheriff or his designee no later than ten (10) working days prior to the effective date. The Sheriff or his designee shall post a list of available days off for bidding no later than twenty (20) working days prior to the effective date and shall coincide with the sign-up period for the P.B.L.C. Corrections bargaining unit. The effective date for implementing shall be December 1st and June 1st of each year during the term of this Agreement. On or before these dates the bidding process will have been completed and the effected deputies will have been assigned the requested days off. In the event of same day requests, seniority shall be the determining factor.

In the event of transfer as determined by the Sheriff from one shift to another, the affected deputy shall be required to take the days off of the deputy replaced until bidding occurs as provided for herein above. In the event of adding personnel to a shift, the days off will be determined by the Sheriff, as long as the assigned days off of those previously assigned shall not be disturbed.

#### Section 10 - Shift Bidding

- A. Deputies shall be allowed to select their shifts by seniority. Deputies shall submit a request in writing to the Sheriff or his designee no later than ten (10) working days prior to the effective date. The effective date for

implementing the new shifts shall be December 1st and June 1st of each year during the term of this Agreement. On or before these dates the bidding process will have been completed and the effected deputies will have been assigned the requested shifts. In the event of conflicts in requests, seniority shall be the determining factor.

- B. If a deputy is on special assignment either inside or outside the bargaining unit (i.e. M.E.G., Canine Duty, Detective or Crime Prevention), upon return to the patrol shift he shall fill the opening available until the next shift bidding occurs.
- C. For purposes of shift bidding, seniority for sergeants shall be based on seniority in rank.
- D. The Employer will have the discretion to determine the number of deputies on each shift and the days off for each shift.
- E. The assignment to the position in the Courthouse shall be bid as a shift.  
(probationary deputy excluded.)

**ARTICLE 15**  
**P.B.L.C. REPRESENTATIVES**

Section 1 - Attendance at Union Meetings

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

agreement. The names of all such officials and officers shall be certified in writing to the Sheriff.

#### Section 2 - P.B.L.C. State or National Conferences

Employees will be allowed to use vacation time, compensatory time and/or personal time off to attend P.B.L.C. State or National conferences, seminars or meetings. Requests for this time off will be submitted to the Sheriff, in writing, at least fourteen (14) days prior to the date of he requested time off. Any requests for time off referred to in this Section denied due to manpower shortages will be resolved in accordance with Section 3 of this Article, however, such requests shall be limited to one (1) officer per occurrence.

#### Section 3 - Manpower Replacement

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

#### Section 4 - Union Negotiating Teams

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

**ARTICLE 16**  
**HOURS OF WORK/OVERTIME**

Section 1 - Work Day and Work Week

All time in excess of the hours worked in a regular work day, eight (8) hours or the regular work week, forty (40) hours (Sunday through Saturday) shall be compensated as provided for in Section 2 of this Article.

Section 2 - Overtime Pay

A regular shift consists of eight (8) hours. A regular workweek consists of forty (40) hours. The number of hours in a special shift will be determined by the Sheriff.

In those instances where the Sheriff determines that a special shift is necessary for effective and efficient law enforcement procedures, he may assign any employee(s) to such special shift. When an employee works a special shift, such employee will be paid a regular rate (straight time) for the number of hours specified in such shift.

Except as provided for above, all overtime in excess of the hours required of an employee by reason of the employee's regular duty, whether of an emergency nature or of a non-emergency nature, shall receive one and one-half (1½) times their regular hourly rate of pay for work performed in excess of eight (8) hours in a given day.

All hours in excess of forty (40) hours will be paid at the rate of one and one-half (1½) times the regular rate of pay.

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

Compensatory time to a cap of forty (40) hours per fiscal year may be taken by an employee in lieu of compensation for overtime hours worked at the election of the employee with its use to be approved by the Sheriff or Sheriff's designee; however, the

Sheriff has discretion to allow more than forty (40) hours in a fiscal year. Compensatory time for overtime shall be calculated at the rate of one and one-half (1½) hours for each hour worked. Compensatory time, if not used at the end of the year, must be carried over to the following year, unless the Sheriff authorizes the liquidation of accumulated comp time.

### Section 3 - Break Periods

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

### Section 4 - Lunch Period

Paid lunch time shall be thirty (30) minutes taken at the middle of the work shift, except on those occasions when the supervisor requests an alteration of this time due to unusual working situations.

### Section 5 - Court Appearances

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

Employees covered by this Agreement required to attend court on their regularly scheduled day off shall be compensated at the overtime rate with a minimum of three (3) hours compensation.



Employees covered by this Agreement who are placed on stand-by for court and have their movement restricted shall be compensated at the straight time rate for all hours so restricted.

#### Section 6 - Callback

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

#### Section 7 - Responsibility to Work Overtime/Overtime Equalization

- A. Responsibility to Work Overtime: The Union and its employee members acknowledge that bargaining unit work, by law, must be performed twenty-four (24) hours a day, three hundred sixty-five (365) days per year. The Union and its members recognize that overtime is a necessity because of the nature of bargaining unit work and the limited number of available personnel. Refusal to work overtime may subject the employee to discipline.
- B. Distribution of Voluntary Overtime: Overtime shall be distributed as equally as possible among those employees qualified to perform the work. Overtime shall be offered on a rotation based on seniority. The most senior employee who is both qualified and available shall have first

opportunity to accept or decline a maximum of one (1) work period of overtime. Once accepted or declined, the next most senior employee will be eligible for the next work period of overtime. This pattern will repeat itself until the least senior employee accepts or declines one (1) work period. Once all qualified employees have had an opportunity for one (1) work period of overtime the process shall repeat itself.

- C. Assigned Overtime: If all employees decline the overtime offered, the Employer shall assign overtime in inverse rotating seniority for all those qualified to perform the duties. The maximum ordered overtime for one employee during a rotation shall be one (1) work period.
- D. Distribution List: In order to distribute both voluntary and involuntary overtime as equal as possible, a separate list will be posted for each. Nothing within this Section shall prohibit the parties from mutually agreeing to another procedure.
- E. Exclusions: Employees assigned to canine, MEG and detective are excluded from the provisions of equalized overtime distribution.
- F. Sergeants: Sergeants not subject to the provisions of Section E above shall be included in the equalized overtime distribution; however, any Sergeant filling in on a shift shall be subject to the command of the assigned shift Sergeant.

## Section 8 - Trading Days

Without circumventing the bidding of shifts or creating a regular pattern of days off for one or more employees, Deputies shall be allowed to trade days under the following conditions:

- A. the request must be in writing and approved by the Sheriff or his designee;
- B. the shift must be made up within two (2) weeks of the trade;
- C. the Deputy agreeing to work the trade day shall be subject to the disciplinary process as defined within the Collective Bargaining Agreement for failure to report to work on the agreed trade day; and
- D. the trade shall not create any overtime for the Sheriff. When a deputy works a traded day with a Sergeant, it must be on a shift with a Command Officer.
- E. Up to 8 hours of trade time may be allowed per month upon approval of the shift Sergeant. The Sergeant that approves the trade shall be required to notify the Captain of the trade. Additional time may be allowed by approval of the Sheriff or his designee.

## **ARTICLE 17** **VACATIONS**

### Section 1 - Vacation Leave

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

- A. Ten (10) working days after one (1) year of service or 3.08 hours per day period.

- B. Fifteen (15) working days after five (5) years of service or 4.62 hours per pay period.
- C. Twenty (20) working days after ten (10) years of service or 6.154 hours per pay period.
- D. Twenty-five (25) working days after eighteen (18) years of service or 7.692 hours per pay period.

#### Section 2 - Years of Service

For the purposes of Section 1 only, "years of service" shall mean the length of time an employee has been employed by Tazewell County in full-time position.

#### Section 3 - Vacation Pay

All vacation leave will be paid at the employee's regular hourly adjusted base rate. The regular hourly adjusted base rate is the base rate plus longevity plus educational increment plus shift differential.

#### Section 4 - Earning Vacation Time

All employees in the bargaining unit hired prior to December 1, 1986 will begin earning vacation time on a per paid period basis as determined by their length of service with the County, beginning Payroll Period Number One (1) of FY 86-87. Employees hired after December 1, 1986 will earn vacation time per payroll period beginning with the payroll period of their hire.

Employees will begin earning vacation time at the next higher rate commencing with the payroll period, which contains the employee's individual anniversary date.

#### Section 5 - Accrued Vacation Time

Employees who quit, retire, or resign from the department shall receive all accrued vacation time earned as of their date of resignation or retirement.

No employee shall be eligible to receive any benefits under this Section if he quits, resigns, or retires from the employment of the Employer without giving two (2) weeks notice in writing of his intention to resign or retire.

#### Section 6 - Use of Vacation Time

Requests for vacations will be submitted pursuant to Article 14, Section 8. Employees may utilize up to ten (10) days of vacation time in one (1) day increments so long as the employee has received prior approval of the Sheriff or his designee, which shall be granted or denied at the Employer's sole discretion. During the month of November, employees may use up to 5 additional single vacation days one (1) day at a time for the sole purpose of getting under the eighty (80) hour cap. Employees may carry over from one fiscal year to another two (2) weeks of vacation time. If an employee fails to use vacation earned during the fiscal year in excess of the maximum permitted carry over, he/she shall lose the same. Notwithstanding the foregoing, if the Employer unreasonably denies a vacation request, then the employee will be entitled to carry over the vacation requested into the following fiscal year for use. No employee may sell back unused vacation at the end of the year.

Employees may anticipate and use up to two (2) weeks of vacation that is not yet earned. However, if the employee has used said two (2) weeks of unearned vacation and either quits, retires, or is otherwise terminated from employment before

the vacation time would become earned, the County shall be allowed to withhold and recoup this unearned vacation pay income from the employee's final paycheck.

#### Section 7-Vacation Scheduling

Requests for vacations for the fiscal year may be submitted beginning December 1st of each fiscal year. Requests for vacations between December 1st and February 29th will be awarded on a first come first served basis. Vacation requests received by the Sheriff at the same time will be resolved in favor of the senior employee.

Vacations for the period of March 1st through November 30th will be awarded on the basis of seniority, provided the request for vacation is submitted prior to March 1st of each year. Vacation requests submitted after March 1st will be filled on a first come first serve basis. Vacation requests submitted after March 1st that are received by the Sheriff at the same time, will be resolved in favor of the senior employee.

Any vacation time that is not used on or before October 1st of each year shall be scheduled for use between October 1st and November 30th. Failure on the part of an employee to schedule unused vacation during the last two (2) months of the fiscal year will result in the Sheriff being able to schedule the time off on a mandatory basis to meet the efficient operating needs of the Department.

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

### **ARTICLE 18** **HOLIDAYS**

#### Section 1 - Recognized and Observed Paid Holidays

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

Christmas Eve	July 4 <sup>th</sup>
Christmas Day	Labor Day
New Year's Day	Veteran's Day (Nov. 11)
President's Day	Thanksgiving Day
Easter Sunday	Day after Thanksgiving Day
Memorial Day	

### Section 2 - Compensation

Deputies who do not work on a holiday, as defined in Section 1, shall receive eight (8) hours holiday pay at their hourly adjusted base rate of pay.

Effective December 1, 2003, deputies who work on a holiday, as defined in Section 1, shall receive in addition to the eight (8) hours straight time holiday pay, double time for all regularly scheduled hours worked on the holiday. However, deputies who work overtime hours on a holiday shall receive double time and a half for those additional overtime hours (in addition to holiday pay).

### Section 3 - Recognized Holidays

The Employer agrees to provide to employees covered by this Agreement all recognized holidays provided to all County employees not less than a total of ten point five (10.5) days.

The Union will be allowed to balance equal application of days to the employees.

## **ARTICLE 19** **PERSONAL DAYS**

Each year three (3) days with full pay may be used by non-probationary employees for personal leave for the purpose of attending to personal, legal, household or family matters that require absence during working hours. The Sheriff may grant a

probationary employee up to three (3) personal days during the probationary period. Except in emergencies, the employee shall request such leave on a form provided by the Employer, processed by the Sheriff, at least two (2) working days in advance of the day to be taken.

## **ARTICLE 20** **SICK LEAVE**

### Section 1 - Purpose

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

### Section 2 - Accumulation

All employees covered under this Agreement will accrue sick days at the rate of one (1) day per month. Sick leave shall be taken in not less than one (1) hour increments.

Sick leave may be accumulated to one hundred eighty (180) days maximum.

### Section 3 - Credit Upon Retirement

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

### Section 4 - Notification



Except in cases of emergencies, the employee will notify his shift supervisor at least two (2) hours in advance, or as soon as practicable, of the start of the shift for which sick leave is being requested.

Section 5 - Return to Work

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

### Section 6 - Working on Sick Leave

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

### Section 7 - Sick Leave Abuse Sanctions

For the purposes of the provisions contained in this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated in Section 1 of this Article. Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken.

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

### Section 8 - Light Duty

Except as otherwise provided by law, there shall be no light duty assignments for bargaining unit employees.

### Section 9 - Transfer of Accrued Leave

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

## **ARTICLE 21** **FUNERAL LEAVE**

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

use of accrued paid leave. This request must be approved by the Sheriff, which shall not be unreasonably denied.

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

Evidence satisfactory to the Sheriff must be presented as to the death and relationship to the employee.

## **ARTICLE 22** **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 Sheriff in his sole discretion, who must immediately notify the County Administrator and the Payroll Department. Leaves may be granted with the following understanding between the Sheriff and the employees:

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

## Section 2 - Prohibition Against Misuse of Leaves

Any leaves granted pursuant to the terms under Article 22 shall not be used for the purpose of securing other employment. An employee during such leave may not be gainfully employed or independently self-employed without prior approval by the Sheriff. Violation of the provisions contained within this Agreement may subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

## **ARTICLE 23** **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, premium payments will be made through payroll deductions. Tazewell County's monthly insurance premiums effective December 2009 are as follows.

- A. Premiums for dependent coverage are in addition to any applicable single health premiums.
- B. Employee Health – Total monthly premium is \$758.10. County pays \$603.00 and Employee pays \$155.04.
- C. Medical Reimbursement – Total monthly premium is \$446.88. County pays \$410.40 and Employee pays \$36.48.
- D. Family Medical Reimbursement – Total monthly premium is \$264.48. County pays \$228.00 and Employee pays \$36.48.

- E. Maxi Care – Total monthly premium is \$519.84. County pays \$464.55 and Employee pays \$55.29.
- F. Maxi Care Dependent – Total monthly premium is \$523.26. County pays \$253.65 and Employee pays \$269.61.
- G. Dependent Health No Spouse – Total monthly premium is \$526.68. County pays \$300.96 and Employee pays 225.72.
- H. Full Dependent Health – Total monthly premium is \$660.09. County pays \$364.23 and Employee pays \$295.86.
- I. Medicare – Total monthly premium is \$247.38. Employee pays this premium.
- J. Dependent Medicare – Total monthly premium is \$247.38. Employee pays this premium.
- K. Term life insurance with face value of \$25,000.00 – Total monthly premium is \$5.28. County pays this premium.
- L. Dental – Total monthly premium is \$22.80. County pays this premium.
- M. Dependent Dental – Total monthly premium is \$53.58. County pays \$7.98 and Employee pays \$45.60.
- N. Employee Optical – Total monthly premium is \$14.25. County pays this premium.
- O. Any premium increases will be shared equally between the Employee and the Employer.

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

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

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

#### Section 2 - Retirement

Any employee covered by this Agreement who is retired or retires before December 1, 1993 will be provided the same medical and life insurance on the same terms and conditions as active employees with the exception of the 25% family dependent premium payment by the Employer which the retired employee shall pay, except that a retiree who has qualified for I.M.R.F. benefits reaches age sixty-five (65),

the County's contribution toward the medical insurance premium will be applied to a supplemental Medicare policy.

Any employee covered by this Agreement who retires after November 30, 1993 will be provided the same medical and life insurance on the same terms and conditions as active employees, but shall pay forty percent (40%) of the premium costs for the employee only. No dependent coverage will be paid by the Employer. Should the retired employee elect dependent coverage, they shall pay all of the same. Any retired employee who qualifies for I.M.R.F. benefits, the County's contribution toward medical insurance premiums will be applied to a supplemental Medicare policy to which the employee will pay forty percent (40%).

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

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

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

- 2) must have attained age fifty-five (55) or the minimum age required by I.M.R.F. or SLEP.

### Section 3 - Liability Insurance

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

### Section 4 - Insurance Committee

- A. Cost Review: The County and this bargaining unit agree to participate in an insurance committee established countywide to review ways to control or reduce insurance costs. The Insurance Committee may make recommendations to the County Board for changes in health care coverage that will reduce or minimize increases in health care premiums. One representative from the P.B.L.C. Deputy's bargaining unit, along with six (6) management representatives and other County bargaining unit representatives will be eligible to participate as committee members. Recommendations may be made with a two-thirds majority of those representatives identified by this section. All changes are subject to approval of the County Board. Any savings generated by plan changes different than those that exist upon execution of this Agreement result in a decrease in premium costs shall be passed directly to the dependent premium increases in the first and second year of this Agreement and thereafter all reductions resulting from changes in health care coverage



which result in a premium savings shall be passed along proportionately to the employee and dependent coverage premiums.

- B. 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 4.1-Alternate Insurance Study

The County and this bargaining unit agree to participate in an insurance study where either party may present alternative methods of providing insurance to the bargaining unit. This Committee may make advisory recommendations to the County Board and the Union for changes in health care plans.

#### Section 5 - Survivor's Insurance

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

Such surviving spouse and/or dependents shall continue to be provided coverage and benefits by the Employer until, in the case of the spouse, such time as he or she

may remarry or otherwise becomes eligible for other insurance or Medicare, and in the case of dependents, until such time as they no longer qualify for coverage under the terms of the plan.

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

#### Section 6 – Union Insurance Plan

At the conclusion of the Employer's contract year for health insurance following December 1, 2013, the Union shall be free to continue participation in the Employer's health plan per the terms of this Section of the Agreement, or, at the option of the Union, to enter into any other health plan for active bargaining unit members and retirees. If the Union intends to seek its own health plan, the Union is hereby required to provide no less than thirty (30) day's notice in advance of the open enrollment period for the next plan year for health insurance.

In the event that the Union chooses to participate in a different health plan, Sections 1 and 4 hereof shall become null and void of the first day that the new Union plan provides coverage. From that point forward, the Employer will pay the actual costs of coverage (premium) for the Union health plan on a monthly basis as proscribed by

the vendor chooses by the Union. The Employer's contribution to the monthly premium for the employees shall not exceed the following amounts:

Single	\$603.06/month
Single plus spouse [Full Dependent Health & Employee Health]	\$967.29/month
Single plus children [Dependent Health No Spouse & Employee Health]	\$903.15/month
Full family coverage [Full Dependent Health & Employee Health]	\$962.29/month

Medical Reimbursement – County pays \$410.40/ month

Family Medical Reimbursement – County pays \$228.00/month

Maxi Care – County pays \$464.55/month

Maxi Care Dependent – County pays \$253.65/month

Medicare – Total monthly premium is \$247.38 Employee pays this premium.

Dependent Medicare – Total monthly premium is \$247.38 Employee pays this premium.

Term life insurance with face value of \$25,000.00 – Total monthly premium is \$5.28  
County pays this premium.

Dental – County Pays \$22.80/month

Dependent Dental – County pays \$7.98/month

Employee Optical – County pays \$14.25

Any charge over and above the Employer's portion of the monthly premium shall be paid by the employee through regular bi-weekly payroll deduction. The Employer is

responsible for remitting the monthly premium to the vendor chosen by the Union in a timely manner.

#### Section 7 – Affordable Care Act (ACA) Compliance

Notwithstanding any language in Article 23 to the contrary, if the Employer loses their grandfather plan for any reason, then in that event, insurance coverage and benefits shall be as prescribed under the Affordable Care Act as close to the benefits held under the grandfathered plan as possible without any additional premium contribution from the Employer under Section 1 or 6.

### **ARTICLE 24** **INDEMNIFICATION**

#### Section 1 - Employer Responsibility

The Employer shall adhere to the applicable provisions and conditions set forth in 65 ILCS 5/1-4-6. The maximum amount of liability shall be in the amount set forth in 65 ILCS 5/1-46, or the Tazewell County liability insurance limit one million dollars (\$1,000,000.00) per incident, plus one million dollars (\$1,000,000.00) umbrella, with a total of two million dollars (\$2,000,000.00) per each fiscal year.

#### Section 2 - Legal Representation

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

#### Section 3 - Cooperation

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

#### Section 4 - Applicability

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

### **ARTICLE 25** **SAFETY ISSUES**

#### Section 1 - Safety Committee

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

#### Section 2 - Safety Complaints

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

resolve the dispute between the Command Officer (Supervisor) and the complaining officer.

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

## **ARTICLE 26** **BULLETIN BOARDS**

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

## **ARTICLE 27** **PHYSICAL FITNESS**

### Section 1 - Agreement in Principle

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

### Section 2 - Test

The Sheriff adopts the Secretary of State Physical Fitness Program as it exists on December 1, 1989, and the same is hereby incorporated herein by reference. Those who successfully complete the test each year shall be eligible for the achievement bonus provided for in Section 3 herein. The test shall remain the same during the duration of this Agreement. Results of the skin fold test shall not be used to determine eligibility.

Section 3 - Achievement Bonus

All employees covered by this Agreement, upon successful completion of the Section 2 test, shall receive a bonus of \$400.00.

**ARTICLE 28**  
**WAGES**

Section 1 - Base Pay Rates

All current full-time employees shall receive an annual wage increase as follows:

<b>Effective December 1, 2012</b>	<b>3.25%</b>	<b>Starting</b>	<b>\$40,223.76</b>
<b>Effective December 1, 2013</b>	<b>3.25%</b>	<b>Starting</b>	<b>\$41,531.04</b>
<b>Effective December 1, 2014</b>	<b>3.25%</b>	<b>Starting</b>	<b>\$42,880.79</b>
<b>Effective December 1, 2012</b>	<b>3.25%</b>	<b>1yr Deputy</b>	<b>\$52,169.61</b>
<b>Effective December 1, 2013</b>	<b>3.25%</b>	<b>1yr Deputy</b>	<b>\$53,865.12</b>
<b>Effective December 1, 2014</b>	<b>3.25%</b>	<b>1 yr Deputy</b>	<b>\$55,615.74</b>

(Sergeant's rank differential shall increase to 15% above Deputy effective December 1, 2012)

The straight time hourly wage shall be determined by dividing the annual salary by two thousand eighty (2,080) hours. The biweekly straight time payments shall be determined by multiplying the hourly rate times eighty (80) hours and the new rate shall be effective on the dates indicated herein above for the duration of this Agreement.

All employees on the payroll as of the date of ratification of this Agreement and those who retired in good standing on or after December 1, 2008 shall be eligible for and shall receive a retroactivity check for all hours paid since December 1, 2008.

## Section 2 - Educational Additions

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

- A. Associate Degree in Law Enforcement: Five hundred seventy two dollars (\$572.00) per year
- B. Bachelor's Degree in Law Enforcement: One thousand one hundred forty four dollars (\$1,144.00) per year
- C. Master's Degree in Law Enforcement: One thousand one hundred seven hundred sixteen dollars (\$1,716.00) per year

Educational pay under this schedule for deputies shall be a part of the regular hourly adjusted base rate. Deputies who have an Associates Degree, Bachelor's Degree or Master's Degree in the following areas qualify for the above mentioned additions: Criminal Justice related, Public Administration, English, Sociology, Counseling, Psychology, Organizational Leadership, Business Administration, Communications, Information Technology or Labor Relations. All other degrees will received one-half (1/2) compensations for the respective degrees as provided in this section.

Any employee who takes nine (9) hours per year in classes related to the police protection profession will be paid \$100.00 for every nine (9) hours that they pass on an annual basis related to a college degree and police protection.



### Section 3 - Longevity

The base pay rate shall include any earned longevity to be determined as follows:

For each year of service, excluding fiscal year 1984, after the first (1st) year of service up to ten (10) years of service, a two percent (2%) longevity increase shall be added to the base pay rate.

On the fifteenth (15th) anniversary of each employee covered under this Agreement such employee shall receive a three percent (3%) longevity increase that shall be added to the base pay rate.

On the seventeenth (17th) anniversary of each employee covered under this Agreement, such employee shall receive a two percent (2%) longevity increase that shall be added to the base pay rate.

Effective after December 1, 2002, on the twenty-first (21st) anniversary of each employee covered under this Agreement, such employee shall receive a two percent (2%) longevity increase that shall be added to the base pay rate.

Longevity time starts from the time that such employee was appointed to be a Deputy Sheriff.

On the 25th anniversary of each employee covered under this Agreement, such employee shall receive a two percent (2%) longevity bonus that shall be added to the base rate.

### Section 4 - Shift Differential

Deputies assigned to second (2nd), third (3rd), or a swing shift shall receive an additional thirty three (\$0.33) per hour to be added to their adjusted base pay. Swing shift shall be defined as "any combination of first (1st), second (2nd), and third (3rd) shifts." When a deputy is assigned to second (2nd), third (3rd), or swing shift, such deputy shall receive the additional pay only for the hours worked on second (2nd) or third (3rd) shift.

#### Section 5 - Regular Hourly Adjusted Base Rate

The regular hourly adjusted base rate is the base rate per hour to be added to their adjusted base pay. Swing shift shall be defined as "any combination of first (1st), second (2nd), and third (3rd) shifts." When a deputy is assigned to second (2nd), third (3rd), or swing shift, such deputy shall receive the additional pay only for the hours worked on second (2nd) or third (3rd) shift.

#### Section 6 - Regular Hourly Adjusted Base Rate

The regular hourly adjusted base rate is the base rate plus longevity, educational pay and shift differential.

#### Section 7 - Working Out of Classification

Any Deputy assigned by the Sheriff to be in charge of the shift during the Sergeant's absence shall be compensated at the Sergeant's wage during all hours so assigned, but only if the employee is ordered by the Sheriff or the Chief Deputy to take charge of the shift.

#### Section 8 - Detective, Canine, MEG Assignment and Field Training Officer

Any Deputy assigned to the Detective Division, as MEG Agent, or as a Canine Officer, shall receive \$550.00 added to their annual base wage. A Deputy designated as a Field Training Officer shall receive a stipend equivalent to one (1) hour of overtime pay for each shift that the Deputy spends any time actively performing duties as a Field Training Officer. This is a cash stipend per shift and shall therefore not be compounded by overtime and/or holiday overtime requirements.

## **ARTICLE 29** **MISCELLANEOUS PROVISIONS**

### Section 1 - Work Rules and Personnel Policies

To the extent that the Tazewell County Sheriff's Work Rules, Merit Commission Rules and Regulations and Procedures, the Tazewell County Employees Personnel Policies Handbook does not conflict with the provisions of this Agreement, such policies shall continue in full force and effect.

### Section 2 - Uniform Allowance

Uniforms shall be paid for by Tazewell County to a maximum allowance of seven hundred fifty dollars (\$750.00) per year. Appropriate items for reimbursement shall include uniforms, equipment and dry cleaning expenses, not to exceed one hundred dollars (\$100.00). Requests for payment of the clothing and cleaning allowance must be approved by the Sheriff.

The Employer will replace each employee's ballistic vest every five (5) years or upon the manufacturer's expiration date, whichever is sooner. The ballistic vest shall be worn at all times by the employee purchasing the vest, unless otherwise authorized by the Sheriff.

### Section 3 - Printing of Agreement

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

### Section 4 - Authorized P.B.L.C. Representatives

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

### Section 5 - Right to Examine Records

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

### Section 6 - Replacement and Repair

The Employer agrees to repair or replace as necessary an officer's eye glasses, contact lenses, cell phone (up to \$75) and personal effects if such are damaged or lost,

if during the course of the employee's duties the employee is required to exert physical force or is attacked by another person. Incident to be documented with immediate supervisor.

#### Section 7 - Family Immunization

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

#### Section 8 - Comp Time Pool

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

#### Section 9 -Alcohol and Drug Testing

- A. Statement of Policy: It is the policy of Tazewell County and the Illinois Fraternal Order of Police Labor Council that the public has the right to expect persons employed by the Tazewell County Sheriff's Department to be free from the effects of drugs and alcohol. The Employer has the right to expect its employees to report for work fit and able for duty. The

purposes of this policy shall be achieved in such manner as not to violate any established rights of bargaining unit employees.

B. Prohibitions: Employees shall be prohibited from:

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

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

- C. Drug and Alcohol Testing: When the Sheriff has reasonable suspicion to believe that an employee is under the influence of alcohol or drugs during the course of the work day, the Sheriff shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. Employees who test positive for either prescribed drugs or alcohol by virtue of the employer having reasonable suspicion are subject

to random testing for period not to exceed one (1) year from the date of the confirmed positive test result as a condition of continued employment.

D. Order to Submit to Testing: At the time an employee is ordered to submit to testing authorized by this Agreement, the Sheriff shall provide the employee with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of the P.B.L.C. or a private attorney at the time the order is given; provided, however, that in no circumstances may implementation of the order be delayed longer than forty five (45) minutes. No questioning of the employee shall be conducted without first affording the employee the right to P.B.L.C. representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

E. Tests to Be Conducted: In conducting the testing, authorized by this Agreement, the Tazewell County Sheriff's Department shall:

- 1) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- 2) ensure that the laboratory or facility selected conforms to all NIDA standards;

- 3) establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of this chain of custody;
- 4) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- 5) collect samples in such a manner as to ensure a high degree of security for the sample and its freedom from adulteration;
- 6) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- 7) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's expense; Provided the employee makes such demand of the Sheriff or his designee within seventy-two (72) hours of receiving the results of the test;



- 8) require that the laboratory or hospital facility report to the Sheriff that a blood or urine sample is positive only if both the initial screening and subsequent confirmatory test indicate the presence of a substance. Should any information concerning such testing or the results thereof be used herein (i.e. billings for testing that reveal the nature or number of tests administered), the Employer will not use such information in any manner or forum adverse to the employee's interests;
- 9) require that with regard to alcohol testing, for the purpose of determining whether or not the employee is under the influence of alcohol, test results that show an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. This shall not preclude the Employer from attempting to show that lesser test results, i.e., below .02, demonstrate that the employee was under the influence of alcohol, but the Employer shall bear the burden of proof in such cases. The Employer shall also be permitted to offer and the employee shall be required to submit to a breathalyzer test administered by non-bargaining unit personnel, provided that such breathalyzer test shall be conducted by qualified personnel in an area which affords privacy;

- 10) provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results at no cost to the employee;
- 11) ensure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

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

testing and for the first time voluntarily seeks treatment, counseling or other support for an alcohol or prescribed drug problem, other than the Employer may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Employer may make available through its Employee Assistance Program (if available) a means by which the employee may seek referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

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

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

Employees who do not agree to or act in accordance with the foregoing, or who test positive for drugs, or test positive for alcohol shall be subject to discipline, up to

and including discharge, based on the facts and circumstances of the particular case. Employees who test positive for either prescribed drugs or alcohol by virtue of the employer having reasonable suspicion are subject to random testing for period not to exceed one (1) year from the date of the confirmed positive test result as a condition of continued employment.

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

- H. Discipline: The Employer shall have the right to discipline employees or recommend discipline against employees, as may be appropriate, for any violations of this Policy. Such discipline, or recommendations for such, may include discharge subject to the provisions of paragraph G. Positive confirmed test results for any illegal drug shall result in termination of an employee.

#### Section 10 - Duty Injury Leave

A deputy who is temporarily disabled as the result of sickness, accident or injury in the line of duty shall be entitled to the statutory benefits of 5 ILCS 345/.01 et seq. Deputies may also be entitled to benefits under the Illinois Worker's Compensation Act provisions.

**ARTICLE 30**  
**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:

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

Section 2 - Savings Clause

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

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

**ARTICLE 31**  
**DURATION**

Section 1 - Term of Agreement

This Agreement shall be effective from December 1, 2012, and shall remain in full force and effect until November 30, 2015. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 2 - Continuing Effect

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

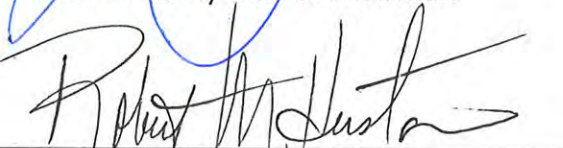
**SIGNATURES**


IN WITNESS WHEREOF, the parties hereto have affixed their signatures this

28<sup>th</sup> day of May, 2014.

**FOR THE EMPLOYER**


  
\_\_\_\_\_  
Tazewell County Board Chairman

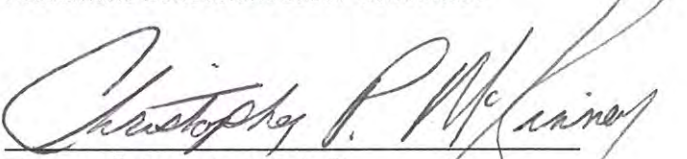
  
\_\_\_\_\_  
Tazewell County Sheriff


  
\_\_\_\_\_  
Tazewell County Clerk

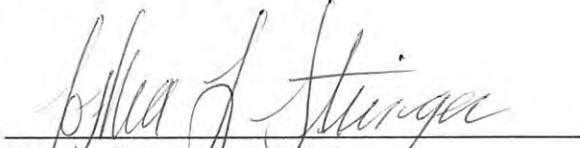
( SEAL )


**FOR THE UNION:**

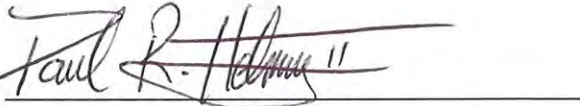
  
\_\_\_\_\_  
Policemans Benevolent Labor Committee

  
\_\_\_\_\_  
Tazewell County P.B.L.C.

  
\_\_\_\_\_  
Tazewell County P.B.L.C.

  
\_\_\_\_\_  
Tazewell County P.B.L.C.

  
\_\_\_\_\_  
Tazewell County P.B.L.C.

  
\_\_\_\_\_  
Tazewell County P.B.L.C.

**APPENDIX A**



**POLICEMEN'S BENEVOLENT & PROTECTIVE ASSOCIATION  
LABOR COMMITTEE**

840 South Spring Street, Suite A  
Springfield, Illinois 62704  
217/523-5141 • Fax: 217/523-7677

Tazewell County Sheriff's Office Unit # 199

**OFFICIAL DUES DEDUCTION FORM**

I, the undersigned, hereby authorize the regular monthly deduction of dues and assessments levied by the Policemen's Benevolent Labor Committee. Said dues, to be deducted twice per month, shall be remitted and made payable to the Policemen's Benevolent Labor Committee at 840 South Spring Street, Suite A, Springfield, Illinois 62704. Any objection to said dues may be processed through the Illinois State Labor Relations Board pursuant to the Board's Rules and Regulation. The Labor Committee certifies that all dues and assessments will be utilized for the sole purpose of collective bargaining, contract administration, and/or the legal defense of its members. The Labor Committee further certifies that the full amount of fair share dues covers only the cost of collective bargaining and contract administration.

Full membership @ \$35.00 per month

Fair share membership @ \$35.00 per month

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_



**POLICEMEN'S BENEVOLENT LABOR COMMITTEE**  
840 South Spring Street, Suite A, Springfield, Illinois 62704  
217/523-5141 • Fax: 217/523-7677

**GRIEVANCE**

(use additional sheets where necessary)

Department: Tazewell County Sheriff's Office Date Filed: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_  
Last First M.I.

**STEP ONE**

Date of incident or Date knew of Facts Giving Rise to Grievance: \_\_\_\_\_

Article(s) and Section(s) of Contract violated: \_\_\_\_\_

Briefly state the facts: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Remedy Sought: \_\_\_\_\_

\_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_

Grievant's Signature

PBLC Representative Signature

**EMPLOYER STEP ONE RESPONSE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employer Representative Signature

Position

\_\_\_\_\_

Person to Whom Response Given

Date

**STEP TWO**

Reason for Advancing Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_

Grievant's Signature

PBLC Representative Signature

**EMPLOYER'S STEP TWO RESPONSE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Grievant's Signature

Position

**STEP THREE**

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_  
Grievant's Signature PBLC Representative Signature

**EMPLOYER STEP THREE RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employer Representative Signature Position  
Person to Whom Response Given Date

**STEP FOUR**

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_  
Grievant's Signature PBLC Representative Signature

**EMPLOYER'S STEP FOUR RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

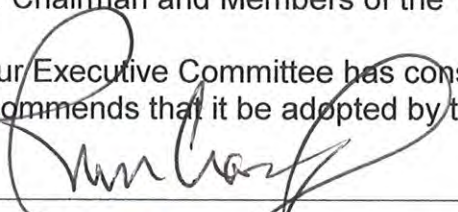
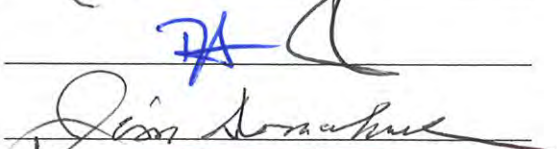
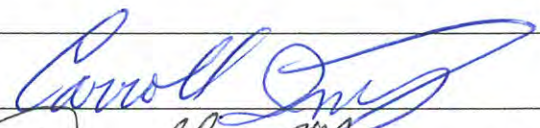
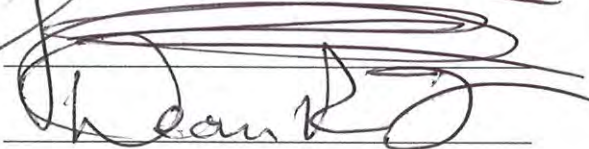
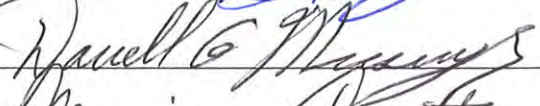
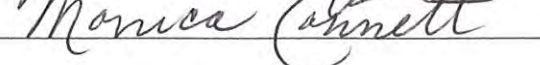
Employer Representative Signature Position  
Person to Whom Response Given Date

**REFERRAL TO ARBITRATION by  
The Policemen's Benevolent Labor Committee**

Person to Whom Response Given Date  
\_\_\_\_\_

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**

WHEREAS, your Executive Committee has approved the Illinois Assist Home Buyer Program; and

WHEREAS, Illinois Assist offers home buyers through local lenders a 30-year, fixed-rate mortgage and a 3.00% cash grant which is used to offset down payment and closing costs; and

WHEREAS, this year a mortgage credit certificate "MCC" is added to the program to help home buyers retain their home and provides a credit of up to \$2000 per year on their federal income taxes for the life of the home loan; and

WHEREAS, in order to offer the MCC in combination with Illinois Assist to residents of Tazewell County, the attached Ordinance must be approved by the County Board and the attached Intergovernmental Agreement executed.

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

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

PASSED THIS 28<sup>TH</sup> DAY OF MAY, 2014.

ATTEST:

  
County Clerk

  
County Board Chairman

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF TAZEWELL        )

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Tazewell, Illinois, and as such officer I am the Ex Officio Clerk of the County Board of said County and the keeper of the records and files of said County Board and said County.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the legally convened meeting of said County Board of said County held on the 28 day of May, 2014, insofar as same related to the adoption of an ordinance entitled:

AN ORDINANCE authorizing the execution and delivery of an Intergovernmental Cooperation Agreement and certain documents in connection therewith; and related matters.

a true, correct and complete copy of which said ordinance as adopted at the same meeting appears in the foregoing transcript of the minutes of said meeting.

I do hereby further certify that the deliberations of the County Board of said County on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was called and held at a specified time and place convenient to the public; that notice of said meeting was duly given to all the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the County Board of said County on a day which was not a Saturday, Sunday or legal holiday for Illinois municipalities at least forty-eight (48) hours in advance of the holding of said meeting; that said agenda contained a separate specific item concerning said ordinance; and that said meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the County Code, as amended, and that said County Board has complied with all of the applicable provisions of said Act and said Code and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of said County, this 28<sup>th</sup> day of May, 2014.

Christine Alliebb  
County Clerk, and Ex Officio Clerk of  
the County Board, The County of  
Tazewell, Illinois

[SEAL]

---

---

INTERGOVERNMENTAL COOPERATION AGREEMENT

BY AND AMONG

THE UNITS OF GOVERNMENT WHICH ARE SIGNATORIES HERETO

---

DATED AS OF OCTOBER 1, 2012

---

## INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the "*Cooperation Agreement*") dated as of October 1, 2012, by and among the CITY OF AURORA, KANE, DUPAGE, WILL AND KENDALL COUNTIES, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Aurora*"), the VILLAGE OF BARTONVILLE, PEORIA COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Bartonville*"), the CITY OF BELLEVILLE, ST. CLAIR COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Belleville*"), the CITY OF BELVIDERE, BOONE COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Belvidere*"), the VILLAGE OF BRIDGEVIEW, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Bridgeview*"), the CITY OF CHAMPAIGN, CHAMPAIGN COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Champaign*"), the CITY OF CHARLESTON, COLES COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Charleston*"), the CITY OF COLLINSVILLE, MADISON AND ST. CLAIR COUNTIES, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Collinsville*"), the CITY OF CREST HILL, WILL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Crest Hill*"), the VILLAGE OF CREVE COEUR, TAZEWELL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Creve Coeur*"), the CITY OF DECATUR, MACON COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Decatur*"), the CITY OF EAST MOLINE, ROCK ISLAND COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*East Moline*"), the CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*East Peoria*"), the CITY OF EDWARDSVILLE, MADISON COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Edwardsville*"), the VILLAGE OF GODFREY, MADISON COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Godfrey*"), the CITY OF JOLIET, WILL AND KENDALL COUNTIES, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Joliet*"), the VILLAGE OF JUSTICE, COOK COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Justice*"), the CITY OF LASALLE, LASALLE COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*LaSalle*"), the CITY OF LOCKPORT, WILL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Lockport*"), the CITY OF LOVES PARK, WINNEBAGO COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State

of Illinois ("*Loves Park*"), the VILLAGE OF MACHESNEY PARK, WINNEBAGO COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Machesney Park*"), the CITY OF MARQUETTE HEIGHTS, TAZEWELL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Marquette Heights*"), the CITY OF MATTOON, COLES COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Mattoon*"), the CITY OF MENDOTA, LASALLE COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Mendota*"), the VILLAGE OF MINOOKA, GRUNDY, KENDALL AND WILL COUNTIES, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Minooka*"), the VILLAGE OF MONTGOMERY, KANE AND KENDALL COUNTIES, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Montgomery*"), the CITY OF NAPERVILLE, DUPAGE AND WILL COUNTIES, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Naperville*"), the CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Pekin*"), the CITY OF PEORIA, PEORIA COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Peoria*"), the VILLAGE OF PEORIA HEIGHTS, PEORIA COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Peoria Heights*"), the CITY OF PERU, LASALLE COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Peru*"), the VILLAGE OF PLAINFIELD, WILL COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Plainfield*"), the CITY OF PRINCETON, BUREAU COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Princeton*"), the CITY OF ROCHELLE, OGLE COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Rochelle*"), the CITY OF ROCKFORD, WINNEBAGO COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Rockford*"), the VILLAGE OF ROCKTON, WINNEBAGO COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Rockton*"), the VILLAGE OF ROMEOVILLE, WILL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Romeoville*"), the VILLAGE OF SCHAUMBURG, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Schaumburg*"), the VILLAGE OF SHOREWOOD, WILL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Shorewood*"), the CITY OF SOUTH BELOIT, WINNEBAGO COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*South Beloit*"), the CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Springfield*"), the CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS, a municipality and a

home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Urbana*"), the CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Washington*"), the CITY OF WOOD RIVER, MADISON COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Wood River*"), and the UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, a municipality duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Yorkville*"), THE COUNTY OF BOONE, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Boone County*"), THE COUNTY OF CHAMPAIGN, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Champaign County*"), THE COUNTY OF COLES, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Coles County*"), THE COUNTY OF COOK, ILLINOIS, a political subdivision and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Cook County*"), THE COUNTY OF DEKALB, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*DeKalb County*"), THE COUNTY OF KANKAKEE, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Kankakee County*"), THE COUNTY OF KENDALL, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Kendall County*"), THE COUNTY OF LAKE, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Lake County*"), THE COUNTY OF MACON, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Macon County*"), THE COUNTY OF MADISON, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Madison County*"), THE COUNTY OF MCLEAN, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*McLean County*"), THE COUNTY OF OGLE, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Ogle County*"), THE COUNTY OF PEORIA, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Peoria County*"), THE COUNTY OF ROCK ISLAND, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Rock Island County*"), THE COUNTY OF TAZEWELL, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Tazewell County*"), and THE COUNTY OF WINNEBAGO, ILLINOIS, a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois ("*Winnebago County*");

**WITNESSETH:**

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois authorizes units of local government and school districts to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance, and to use their credit, revenues and other reserves to pay cash and to service debt related to intergovernmental activities; and



WHEREAS, the Intergovernmental Cooperation Act (*5 Illinois Compiled Statutes 2010, 220/1 et seq.*, as supplemented and amended), authorizes public agencies to exercise any power or powers, privileges or authority which may be exercised by any such public agency individually to be exercised and enjoyed jointly with any other public agency in the State of Illinois; and

WHEREAS, Aurora, Bartonville, Belleville, Belvidere, Bridgeview, Champaign, Charleston, Collinsville, Crest Hill, Creve Coeur, Decatur, East Moline, East Peoria, Edwardsville, Godfrey, Joliet, Justice, LaSalle, Lockport, Loves Park, Machesney Park, Marquette Heights, Mattoon, Mendota, Minooka, Montgomery, Naperville, Pekin, Peoria, Peoria Heights, Peru, Princeton, Rochelle, Rockford, Rockton, Romeoville, Schaumburg, Shorewood, South Beloit, Springfield, Urbana, Washington, Wood River, United City of Yorkville, Champaign County, Coles County, Cook County, DeKalb County, Kankakee County, Kendall County, Lake County, Macon County, Madison County, McLean County, Ogle County, Peoria County, Rock Island County, Tazewell County and Winnebago County (collectively, and together with any public agencies in the State of Illinois that may become parties hereto, the "Units") are each a unit of local government and a public agency of the State of Illinois; and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, in the case of the Units which are home rule units of government, *65 Illinois Compiled Statutes 2010, 5/11-74.5-1 et seq.*, as supplemented and amended, in the case of the Units which are municipalities, but are not home rule units of government, and *50 Illinois Compiled Statutes 2010, 465/1 et seq.*, as supplemented and amended, in the case of Units which are counties, each Unit has the power to issue its revenue bonds for public purposes, including the financing and purchase of mortgage loans to finance single family residences for low and moderate income persons within its corporate boundaries, and to pledge to the payment of the principal of, premium, if any, and interest on such revenue bonds the payments made with respect to the mortgage loans purchased with and financed by the proceeds of such revenue bonds; and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, and pursuant to Section 25 of the Internal Revenue Code of 1986, as amended (the "Code"), the Units which are home rule units of government have the power to issue mortgage credit certificates in lieu of issuing revenue bonds which are "qualified mortgage bonds" under Section 143 of the Code; and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly *30 Illinois Compiled Statutes 2010, 340/7*, as supplemented and amended, and pursuant to Section 25 of the Code, an issuer authorized to issue qualified mortgage bonds under Section 143 of the Code is authorized to issue mortgage credit certificates under Section 25 of the Code in lieu of issuing such qualified mortgage bonds under Section 143 of the Code, and, consequently, the Units that are municipalities which are not home rule units of government and the Units that are counties all have the power to issue revenue bonds which constitute qualified mortgage bonds under Section 143 of the Code, and thereby have the power to issue mortgage credit certificates under the MCC Act in lieu of such revenue bonds; and

WHEREAS, the Units have determined that it is necessary and desirable to have Aurora and/or any other Unit designated for the purpose (the "Issuers") of issuing such mortgage credit certificates on behalf of all of the Units for the purpose of providing an adequate supply of residential housing in such Units through the enhancement of mortgage loans to finance single family residences for low and moderate income persons within the corporate boundaries of the Units (the "Program"); and

WHEREAS, to provide for the Program, the Issuers propose to issue mortgage credit certificates from time to time in an aggregate principal amount not to exceed \$3,000,000,000 (the "MCCs") on behalf of all of the Units and to implement the Program from time to time by allocating the MCCs to purchase qualified mortgage loans under the Program (the "Mortgage Loans") on behalf of such Issuer and the other Units, all under and in accordance with the Constitution and the laws of the State of Illinois; and

WHEREAS, 30 Illinois Compiled Statutes 2010, 345/6 et seq., as supplemented and amended, permits the corporate authorities of any home rule unit of government to reallocate its private activity bond allocation to another home rule unit, and to allocate volume cap which has been allocated to it toward the issuance of the MCCs, subject to certain restrictions, guidelines and procedures, which guidelines and procedures also permit units of government (including without limitation non-home rule units of government) to allocate volume cap which has been allocated to it toward the issuance of the MCCs and to pool allocations of volume cap received from the Office of Governor of the State of Illinois;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Units hereby agree, as follows:

*Section 1. MCCs/Approval.* The Issuers (or any of them) hereby agree to issue the MCCs from time to time and to implement the Program from time to time on behalf of all of the Units, as provided in the documents pursuant to which the MCCs will be issued from time to time and the Program will be implemented from time to time, for the purpose of providing an adequate supply of residential housing in such Units through the enhancement of Mortgage Loans for single family residences for low and moderate income persons within the corporate boundaries of each Unit. The MCCs shall be issued in such aggregate principal amounts from time to time and shall have such other terms, all as shall be agreed upon by the Issuers and approved by ordinances of the respective governing body of each Issuer (or any of them). The MCCs shall be allocated, and the Program shall be implemented, as shall be approved by ordinances of the respective governing body of each Issuer (or any of them). It is the intention of the parties hereto that the MCCs may be issued in calendar year 2012 and each calendar year thereafter during the term of this Agreement. Each Unit hereby ratifies and approves the publication of the notice to the public and all interested mortgage lenders of the intent to implement the Program through the issuance of the MCCs (and the publication of any similar notices in the future as may be necessary to implement the Program), and hereby approves the issuance of the MCCs as described in the notice (which is hereby incorporated by reference).

*Section 2. Transfer and Allocation of Unified Volume Cap.* Certain Units which are home rule units of government, other than the Issuers, may transfer to the Issuers and/or allocate unified volume cap for activity bonds to the issuance of the MCCs. Certain Units which are not home rule units of government may receive allocations of unified volume cap for private activity bonds, and hereby allocate such unified volume cap to the issuance of the MCCs. The Units may transfer or allocate unified volume cap, as appropriate, to the issuance of the MCCs, pursuant to appropriate proceedings.

*Section 3. Allocation of Program Allocation.* The program agreement or agreements implementing the Program through the issuance of the MCCs shall provide that, from the date of issuance of the MCCs through a date 120 days after the date of issuance of such MCCs or such other term as shall be approved by the Units (the "*Reservation Period*"), the tax credits resulting from the MCCs shall be made available to each Unit which is not a home rule unit of government in the amounts received from the State of Illinois (the "*Program Allocation*"), subject to the requirements of Section 25 of the Code. There shall be no Reservation Period for Units which are home rule units of government; *provided*, that if a Unit which is a home rule unit of government receives an allocation of volume cap from the Governor of the State of Illinois, the tax credits resulting from the MCCs shall be made available only to such Unit in the amount of such allocation for the Reservation Period. The Program Allocation allocated to a Unit may not be reallocated during the Reservation Period; *provided*, that, after the Reservation Period, the program administrator with respect to the Program may reallocate in the manner set forth in the program agreement or agreements relating to the Program.

*Section 4. Consent to Allocation of Tax Credit.* Each Unit that is a municipality which is not a home rule unit of government and each county (other than Cook County) hereby consent to the allocation of tax credits made by any Issuer, resulting from the MCCs, to any Mortgage Loan made within the jurisdiction of such Unit.

*Section 5. Documents and Instruments.* The Issuers hereby agree to enter into all such documents and instruments as shall be necessary or appropriate in connection with the implementation of the Program through the issuance of the MCCs, including without limitation program agreements, program manuals, program administration agreements, lender participation agreements and closing certificates. The Issuers hereby further agree to enter into all such other documents and instruments as shall be necessary or appropriate in connection with the implementation of the Program through the issuance of the MCCs, including without limitation closing certificates.

*Section 6. Additional Units.* Units who are not parties to this Agreement on the effective date of this Agreement may subsequently become parties to this Agreement by authorizing pursuant to appropriate proceedings, executing and delivering this Agreement with the approval of the Issuer or Issuers of the MCCs to be issued immediately thereafter, which approval shall be exclusive, and shall be effective to supplement and amend this Agreement without any further action of any of the other Units who are parties to this Agreement.

*Section 7. Absolute and Irrevocable Conditions; Amendment.* All terms and conditions contained herein are intended to be absolute and irrevocable conditions hereof and are

agreed to by the Units. Except as otherwise provided herein, this Cooperation Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of all of the Units, authorized by ordinances adopted by their respective governing bodies, certified copies of which shall be filed with the other Units.

*Section 8. Units' Obligations Unconditional.* The Units shall have no right to terminate, cancel or rescind this Cooperation Agreement, it being the intent hereof that the Units shall be absolutely and unconditionally obligated to perform all covenants contained in this Cooperation Agreement.

*Section 9. Notices.* All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, addressed to the appropriate address set forth in *Exhibit B* attached to and made a part of this Cooperation Agreement. A duplicate copy of each notice, certificate or other communication given hereunder to any Unit shall also be given to the others. Any Unit, by notice given hereunder, may designate a different or further address to which subsequent notices, certificates or other communications will be sent.

*Section 10. Binding Effect.* This Cooperation Agreement shall inure to the benefit of and shall be binding upon the Units and their respective successors and assigns.

*Section 11. Severability.* In the event any provision of this Cooperation Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Cooperation Agreement.

*Section 12. Further Assurances and Corrective Instruments.* The Units agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Cooperation Agreement.

*Section 13. Execution in Counterparts.* This Cooperation Agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be original and all of which counterparts shall constitute but one and the same instrument.

*Section 14. Applicable Law.* This Cooperation Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

*Section 15. Effective Date; Term.* This Cooperation Agreement shall be in full force and effect on October 1, 2012, or on the date when it is executed by all Units, whichever is later. Time is of the essence. This Agreement shall remain in effect so long as any MCCs remain unallocated, but no later than 2099.

*Section 16. Filing of Authorizing Ordinances.* Each Unit shall file with the other Units a certified copy of the ordinance adopted by the governing body of such Unit, authorizing the execution of this Cooperation Agreement within thirty (30) days of the adoption of such ordinance.

IN WITNESS WHEREOF, the Units have caused this Cooperation Agreement to be executed in their respective names by their respective duly authorized officials shown below:

THE COUNTY OF TAZEWELL, ILLINOIS

By  \_\_\_\_\_  
County Board Chairperson

(SEAL)

ATTEST:

  
\_\_\_\_\_  
County Clerk

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE authorizing the execution and delivery of an Intergovernmental Cooperation Agreement and certain documents in connection therewith; and related matters.

WHEREAS, The County of Tazewell, Illinois, is a political subdivision duly organized and validly existing under the Constitution and the laws of the State of Illinois (the “County”); and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly 50 *Illinois Compiled Statutes 2010*, 465/1 *et seq.*, as supplemented and amended (the “Act”), the County is authorized to issue its revenue bonds in order to aid in providing an adequate supply of safe, decent and sanitary residential housing for low and moderate income persons and families within the County, which such persons and families can afford, which constitutes a valid public purpose for the issuance of revenue bonds by the County; and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly 30 *Illinois Compiled Statutes 2010*, 345/9, as supplemented and amended (the “MCC Act”), and pursuant to Section 25 of the Internal Revenue Code of 1986, as amended (the “Code”), an issuer authorized to issue qualified mortgage bonds under Section 143 of the Code is authorized to issue mortgage credit certificates under Section 25 of the Code in lieu of issuing such qualified mortgage bonds under Section 143 of the Code; and

WHEREAS, the County is authorized to issue its revenue bonds under the Act, which constitute qualified mortgage bonds under Section 143 of the Code, and is thereby authorized to issue mortgage credit certificates under the MCC Act in lieu of such revenue bonds; and

WHEREAS, the County has now determined that it is necessary, desirable and in the public interest to issue mortgage credit certificates to provide an adequate supply of safe, decent and sanitary residential housing for low and moderate income persons and families within the County, which such persons and families can afford; and

WHEREAS, pursuant to Section 10 of Article VII of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 Illinois Compiled Statutes 2010, 220/1 et seq., as supplemented and amended), public agencies may exercise and enjoy with any other public agency in the State of Illinois any power, privilege or authority which may be exercised by such public agency individually, and pursuant to the Act, one or more public agencies (whether or not any of them are home rule units) may join together or cooperate with one another in the exercise, either jointly or otherwise, of any one or more of the powers conferred by the Act, the MCC Act or other enabling acts or powers pursuant to a written agreement, and, accordingly, it is now determined that it is necessary, desirable and in the public interest for the County to enter into an Intergovernmental Cooperation Agreement (the "*Cooperation Agreement*") dated as of October 1, 2011, by and among the County and certain other units of local government named therein (the "*Units*"), to provide for the joint issuance of such mortgage credit certificates to aid in providing an adequate supply of residential housing in such Units (the "*Program*"); and

WHEREAS, to provide for the Program, the City of Aurora, Kane, DuPage, Will and Kendall Counties, Illinois (the "*City*"), proposes to issue mortgage credit certificates in an aggregate principal amount not to exceed \$600,000,000 (the "*MCCs*") and to implement the Program from time to time by allocating the MCCs to certain qualified mortgage loans under the Program from time to time (the "*Mortgage Loans*"), on behalf of the County and the other Units all under and in accordance with the Constitution and the laws of the State of Illinois; and

WHEREAS, a notice to the public and all interested mortgage lenders of the intent to implement the Program through the issuance of the MCCs will be published in the *Peoria Journal Star*, a newspaper of general circulation in the County, pursuant to Section 25 of the Code; and

WHEREAS, a form of the Cooperation Agreement has been presented to and is before this meeting;

NOW, THEREFORE, Be It Ordained by the County Board of The County of Tazewell, Illinois, as follows:

*Section 1.* That it is the finding and declaration of the County Board of the County that the issuance of the MCCs by the City and the implementation of the Program are advantageous to the County, as set forth in the preamble to this authorizing ordinance, and therefore serves a valid public purpose; that this authorizing ordinance is adopted pursuant to the Constitution and the laws of the State of Illinois, and more particularly the Act, the MCC Act, Section 10 of Article VII of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act; that the determination and definition of “maximum home value,” “minimum home value,” “persons of low and moderate income” and the other standards required by the Act are set forth in the program agreement or agreements referred to in the Cooperation Agreement; and that, by the adoption of this authorizing ordinance, the County Board of the County hereby approves the issuance of the MCCs by the City and the implementation of the Program are for the purposes as provided in the preamble hereto, the text hereof and the notice of intent to implement the Program referred to in the preamble hereto, which notice is hereby incorporated herein by reference.

*Section 2.* That the form, terms and provisions of the proposed Cooperation Agreement be, and they are hereby, in all respects approved; that the County Board Chairperson of the County be, and is hereby, authorized, empowered and directed to execute, and the County Clerk of the County be, and is hereby, authorized, empowered and directed to attest and to affix the official seal of the County to, the Cooperation Agreement in the name and on behalf of the County, and thereupon to cause the Cooperation Agreement to be delivered to the other Units;



that the Cooperation Agreement is to be in substantially the form presented to and before this meeting with such changes therein as shall be required or approved by counsel to the County and by the officer of the County executing the Cooperation Agreement, his or her execution thereof to constitute conclusive evidence of his or her approval of any and all changes or revisions therein from the form of Cooperation Agreement before this meeting; that from and after the execution and delivery of the Cooperation Agreement, the officers, officials, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Cooperation Agreement as executed, including without limitation any allocations of unified volume cap to the issuance of the MCCs and the implementation of the Program; that the County hereby consents to the allocation of the tax credits by the City to mortgagors within the County; and that the Cooperation Agreement shall constitute and is hereby made a part of this authorizing ordinance, and a copy of the Cooperation Agreement shall be placed in the official records of the County, and shall be available for public inspection at the principal office of the County.

*Section 3.* That the County Board Chairperson, the County Clerk and the proper officers, officials, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the provisions of the Cooperation Agreement and to further the purposes and intent of this authorizing ordinance, including the preamble to this authorizing ordinance.

*Section 4.* That all acts of the officers, officials, agents and employees of the County heretofore or hereafter taken, which are in conformity with the purposes and intent of this authorizing ordinance and in furtherance of the issuance of the MCCs and the implementation of

the Program, be, and the same hereby are, in all respects, ratified, confirmed and approved, including without limitation the publication of the notice of intent to implement the Program.

*Section 5.* That the County Board Chairperson of the County is hereby authorized to request unified volume cap from the Office of the Governor of the State of Illinois for the Program in each of the years of 2014, 2015, 2016 and 2017; that the County hereby allocates all unified volume cap received or to be received by the County from the Office of the Governor of the State of Illinois for the Program, if any, to the issuance of qualified mortgage bonds and/or the MCCs; and that the County, by the adoption of this authorizing ordinance, hereby represents and certifies that such volume cap has not been and will not be allocated to any other bond issue or transferred back to the Office of the Governor or otherwise.

*Section 6.* That after the Cooperation Agreement is executed by the County, this authorizing ordinance shall be and remain irrevocable until the MCCs shall have been fully allocated.

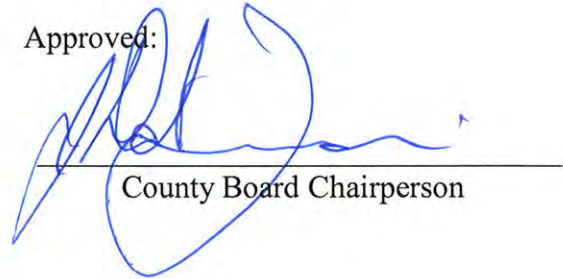
*Section 7.* That no pledge, agreement, covenant, representation, obligation or undertaking by the County contained in this authorizing ordinance and no other pledge, agreement, covenant, representation, obligation or undertaking by the County contained in any other document executed by the County in connection with the Program or the MCCs shall give rise to any pecuniary liability of the County or a charge against its general credit, or shall obligate the County financially in any way; that no failure of the County to comply with any term, condition, covenant, obligation or agreement herein or therein shall subject the County to liability for any claim for damages, costs or other financial or pecuniary charge and no execution of any claim, demand, cause of action or judgment shall be levied upon or collected from the general credit, general funds or other property of the County.

*Section 8.* That the provisions of this authorizing ordinance are hereby declared to be separable, and if any section, phrase or provision of this authorizing ordinance shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions of this authorizing ordinance; *provided, however,* that no holding of invalidity shall impose any personal liability on any director, member, elected or appointed officer, official, employee, attorney or agent of the County.

*Section 9.* That all ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this authorizing ordinance are, to the extent of such conflict, hereby superseded; and that this authorizing ordinance shall be in full force and effect upon its adoption and approval as provided by law.

Presented, passed, approved and recorded by the County Board of The County of Tazewell, Illinois, this 28 day of May, 2014.


Approved:



County Board Chairperson

[SEAL]

Attest:

  
County Clerk and Ex Officio Clerk of the  
County Board

Ayes: \_\_\_\_\_

\_\_\_\_\_

Nays: \_\_\_\_\_

Absent or Not Voting: \_\_\_\_\_

Motion by Member Sinn, second by Member Donahue to approve the Appointments and Reappointments. Motion carried by Voice Vote but abstained by Member Imig.

---

**REAPPOINTMENT**

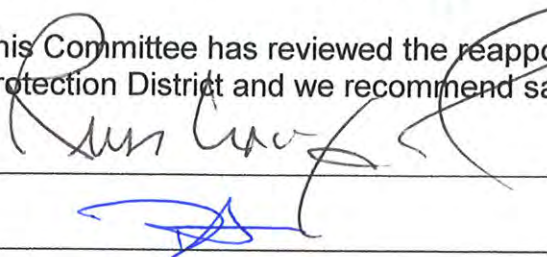
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

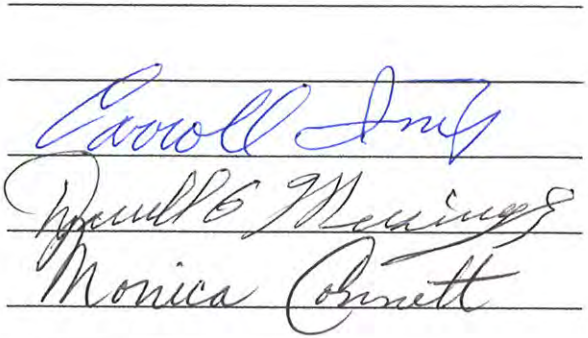
R. Earl David who resides at 27466 Spring Creek Road, Washington, IL 61571 to the Central Fire Protection District for a term commencing May 01, 2014 and expiring April 30, 2017.

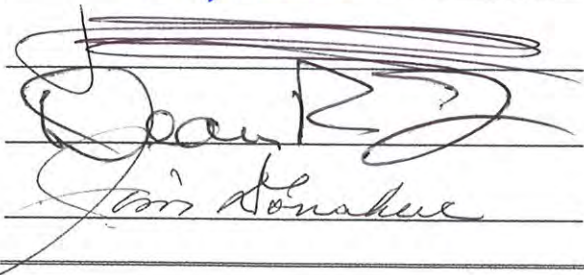
**COMMITTEE REPORT**

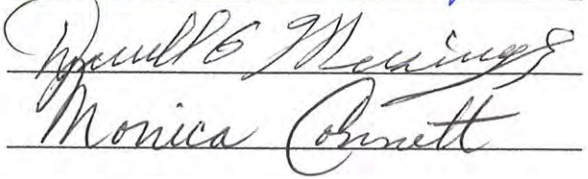
TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of R. Earl David to the Central Fire Protection District and we recommend said reappointment be approved.

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of R. Earl David to the Central Fire Protection District.

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

PASSED THIS 28<sup>th</sup> DAY OF MAY, 2014.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk

  
\_\_\_\_\_  
Tazewell County Board Chairman

**REAPPOINTMENT**

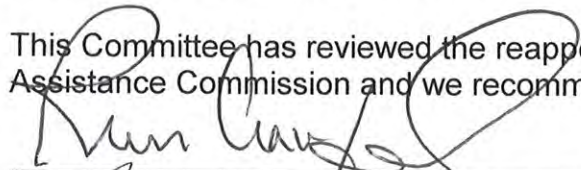
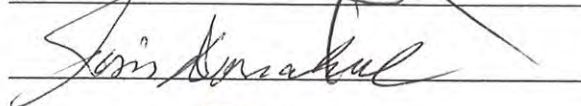

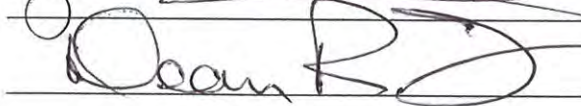
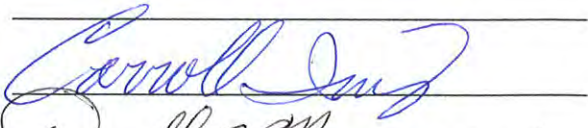
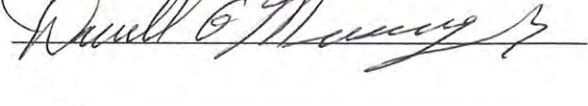

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

Darrell Meisinger who resides at 5331 Illinois Route 29, Green Valley, IL 61534 to the Veterans Assistance Commission for a term commencing July 01, 2014 and expiring June 30, 2015.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Darrell Meisinger to the Veterans Assistance Commission and we recommend said reappointment be approved.

	_____
	_____
	_____
	
_____	
_____	

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Darrell Meisinger to the Veterans Assistance Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify the VAC Superintendent of this action.

PASSED THIS 28<sup>th</sup> DAY of MAY, 2014.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

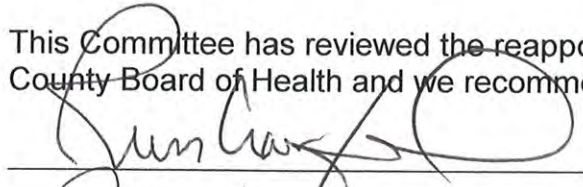
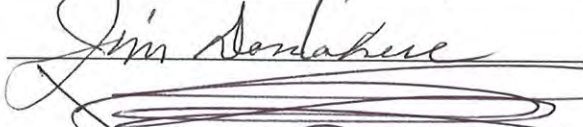

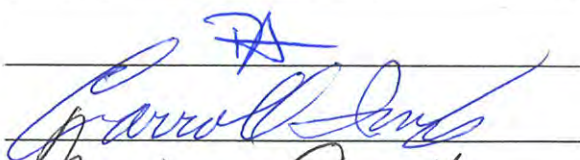

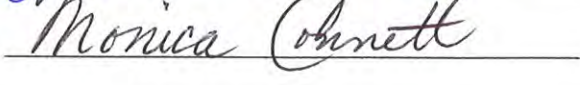
**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Peggy Flannigan who resides at 1395 Fairfax Court, Tremont, IL 61568 to the Tazewell County Board of Health for a term commencing July 01, 2014 and expiring June 30, 2017.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Peggy Flannigan to the Tazewell County Board of Health and we recommend said reappointment be approved.

	_____
	_____
	
	

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Peggy Flannigan to the Tazewell County Board of Health.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Administrator of the Tazewell County Health Department of this action.

PASSED THIS 28<sup>th</sup> DAY OF MAY, 2014.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk

  
\_\_\_\_\_  
Tazewell County Board Chairman



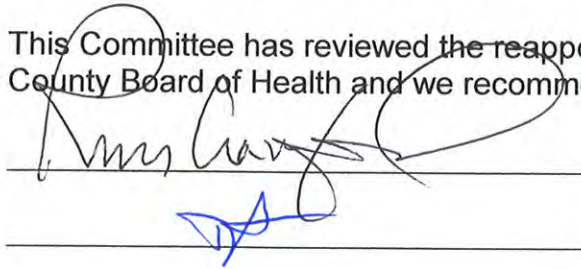
**REAPPOINTMENT**

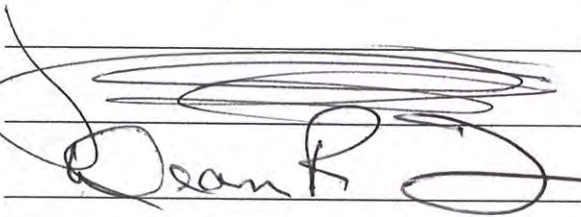
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint William Edwards of 116 Cracklewood Lane, East Peoria, IL to the Tazewell County Board of Health for a term commencing July 01, 2014 and expiring June 30, 2017.

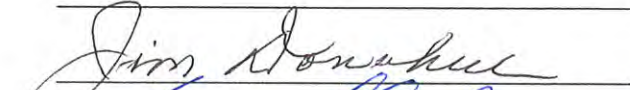
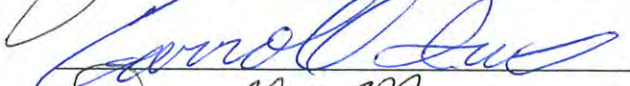


**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of William Edwards to the Tazewell County Board of Health and we recommend said reappointment be approved.





**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of William Edwards to the Tazewell County Board of Health.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Administrator of the Tazewell County Health Department of this action.

PASSED THIS 28<sup>th</sup> DAY OF MAY, 2014.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

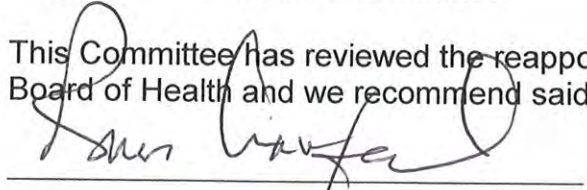
**REAPPOINTMENT**



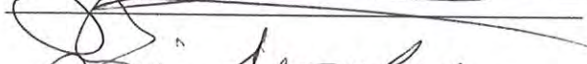


I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Debbie Stark who resides at 206 South Church Street, Washington, IL 61571 to the Tazewell County Board of Health for a term commencing July 01, 2014 and expiring June 30, 2017.




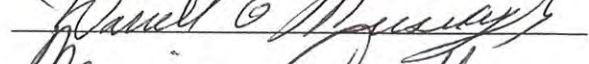
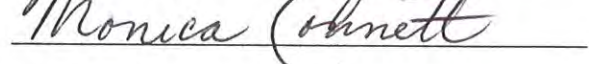
**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Debbie Stark to the Tazewell County Board of Health and we recommend said reappointment be approved.



**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Debbie Stark to the Tazewell County Board of Health.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Administrator of the Tazewell County Health Department of this action.

PASSED THIS 28<sup>th</sup> DAY OF MAY, 2014.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**REAPPOINTMENT**

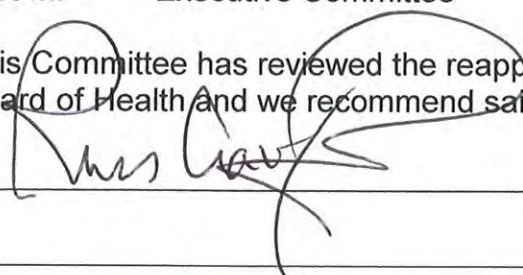
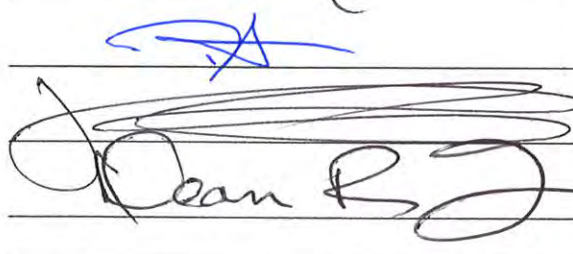
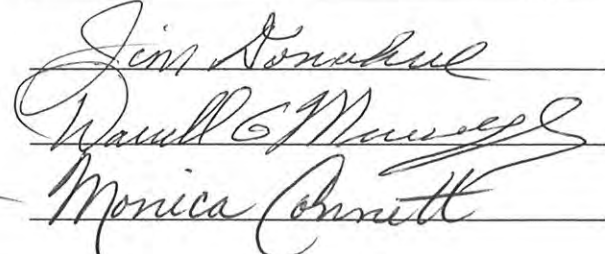
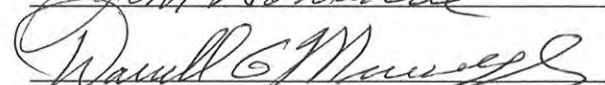
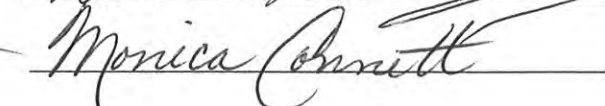
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

Carroll Imig who resides at 329 Monroe, PO Box 493, Hopedale, IL 61747 to the Tazewell County Board of Health for a term commencing July 01, 2014 and expiring June 30, 2015.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Carroll Imig to the Tazewell County Board of Health and we recommend said reappointment be approved.


**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Carroll Imig to the Tazewell County Board of Health.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Administrator of the Tazewell County Health Department of this action.

PASSED THIS 28<sup>th</sup> DAY OF MAY, 2014.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

Motion by Member Neuhauser, second by Member Crawford to approve Resolution 20.

Motion by Member Neuhauser, second by Member Imig to approve as amended.

Motion carried by Voice Vote but abstained by Redlingshafer.


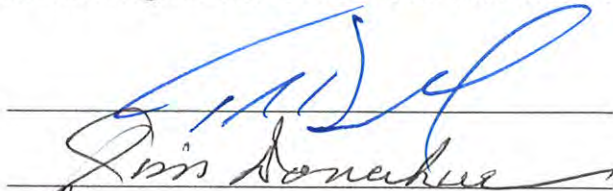
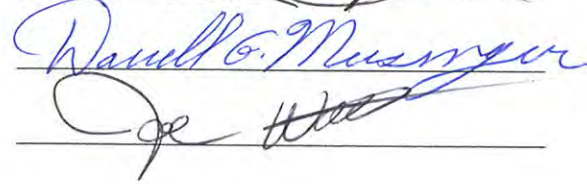
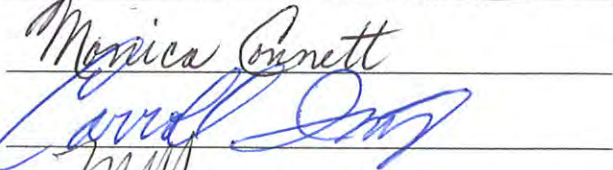
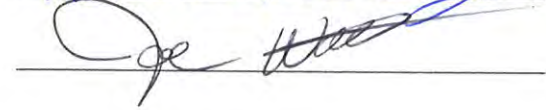
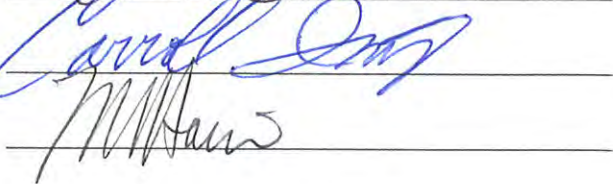
Member Neuhauser gave review of changes made.

---

**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 Finance Committee recommends to the County Board to approve the attached Physician Hospital Organization Agreement between Tazewell County and Methodist First Choice, Inc. for the Tazewell County employees; and

WHEREAS, the Finance Committee recommends to the County Board to authorize the Board Chairman to sign the attached Physician Hospital Organization Agreement between Tazewell County and Methodist First Choice, Inc. for the Tazewell County employees.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Human Resources Department, the Auditor and Methodist First Choice, Inc. of this action.

PASSED THIS 28th DAY OF MAY, 2014.

ATTEST:

  
County Clerk

  
County Board Chairman

**METHODIST FIRST CHOICE, INC.**  
**PHYSICIAN HOSPITAL ORGANIZATION AGREEMENT**

For

**Tazewell County Employees**

---

Methodist First Choice, Inc.  
221 N.E. Glen Oak Avenue  
Peoria, Illinois 61636  
Telephone Number: (309) 671-8358

05/28/14

**PHYSICIAN HOSPITAL ORGANIZATION  
AGREEMENT**

THIS AGREEMENT, (“Agreement”) is entered into as of the 1st day of June, 2014 by and between Methodist First Choice, Inc., an Illinois corporation (“MFC”) and Tazewell County Employees (“Organization”).

**RECITALS**

**WHEREAS**, Organization has established a self-insured employee health benefit plan (“Benefit Plan”), which includes incentives for Members to use the services of MFC Participating Providers; and

**WHEREAS**, Organization desires to designate MFC Network Providers as a Participating Providers with respect to Organization’s Benefit Plan;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and other valuable considerations, MFC and Organization agree as follows:

1. **DEFINITIONS**

- 1.1 “Benefit Plan” means the plan of employee health care benefits established and maintained by Organization that describes eligibility to participate, funding, covered services, benefits, and the terms and conditions on which benefits will be paid to or on behalf of eligible Members, and that provides financial incentives for Members to use the services of Participating Providers. Any plan providing for workers compensation benefits, automobile liability and disability plans shall not be considered to be a Benefit Plan hereunder.
- 1.2 “Billed Charges” means Participating Provider’s usual and customary charges.
- 1.3 “Clean Claim” means a bill submitted by Participating Provider which details Member and service information which is reasonably necessary to allow Organization to adjudicate the claim.
- 1.4 “Copayment, Coinsurance and Deductible” mean charges, as determined under a Member’s Benefit Plan, for which the Member is financially responsible and which should be collected directly by a Participating Provider from a Member.
- 1.5 “Covered Hospital Services” means those health care services that Participating Provider is equipped, staffed, and licensed to provide and which Participating Provider usually and customarily furnishes to persons admitted as inpatients or outpatients of Participating Provider, or persons who present in the emergency room of Participating Provider. In addition, to the extent set forth in Attachment A, Hospital Services shall include home care services and hospice services provided through those companies listed in Attachment A or in the provider directory.

- 1.6 “Covered Services” means those health care services for which benefits are payable to or on behalf of Members under the terms of the Health Benefit Plan.
- 1.7 “Discounted Charges” means the rates set forth in Attachment A.
- 1.8 “Member” means any person who is eligible for benefits for Covered Services under the terms and conditions of the Benefit Plan.
- 1.9 “Participating Provider” means a health professional or entity or institutional health provider that has entered into a written agreement with MFC to provide certain health services to Members.
- 1.10 “Utilization Review” means the function performed by Organization or an entity designated by Organization, to review and determine whether health services provided, or to be provided, are Covered Services under the terms of the Benefit Plan.

## 2. TERM AND TERMINATION

- 2.1 Term. This Agreement shall become effective on June 1, 2014, and shall continue in effect for Five (5) years thereafter through May 31, 2019.
- 2.2 Termination With Cause. Except as provided in Section 5.8 below, either Party may terminate this Agreement for cause upon the material breach of the Agreement by the other party, provided that the terminating party first gives the breaching party written notice of such termination specifically identifying the alleged material breach and the breaching party fails to cure or substantially cure the material breach within thirty (30) days of receiving said notice.
- 2.3 Termination Without Cause. This Agreement may be terminated by either party, without cause, by giving the other party at least one hundred eighty (180) days prior written notice of such termination. After year three of the agreement either party, without cause, may terminate this agreement by giving the other party at least ninety (90) days prior written notice of such termination
- 2.4 Rights Upon Termination. Upon termination of this Agreement, Participating Provider shall continue to provide Covered Services to Members then inpatients of Participating facility and entitled to services pursuant to the Benefit Plan until such Members are discharged or transferred consistent with sound medical practice. Organization shall pay Participating Provider in accordance with Attachment A of this Agreement for services rendered by Participating Provider to such Members for a maximum of thirty (30) days following the termination; thereafter, Organization shall pay Participating Provider’s Billed Charges. Further, Organization and Participating Provider shall continue to fulfill their obligations under this Agreement with respect to (i) payments due to Participating Provider, (ii) records maintenance requirements and (iii) insurance requirements.



### **3. MFC RESPONSIBILITIES**

- 3.1 Authority and Contracting. MFC utilizes the “messenger model” for all healthcare contracting activities involving Participating Providers. The Participating Providers are identified to Organization as those Providers who have agreed to participate in this Agreement. MFC shall enter into agreements with appropriately qualified health care providers to deliver Covered Services to Members.
- 3.2 Credentialing and Quality Assurance. Participating Providers have met and shall, as a condition of continuing participation in the MFC network, continue to meet its credentialing standards.
- 3.3 Accreditation and Participation in MFC. Participating Providers have and shall, as a condition of continuing participation in the MFC network, continue to maintain all licenses and regulatory approvals needed to lawfully carry out its performance of this Agreement, including accreditation by The Joint Commission. Evidence of licenses and/or accreditation will be provided to Organization upon request.
- 3.4 Notification of MFC Change. MFC will exercise their best effort to notify Organization upon the occurrence of the following events:
- (a) There is a change in the ownership of MFC,
  - (b) There is a change in MFC or Participating Provider’s business address,
  - (c) There are additions or deletions to MFC panel of providers; or
  - (d) Any situation arises which could reasonably be expected to affect MFC or Participating Provider’s ability to carry out their obligations under this Agreement.
- 3.5 Directory of Participating Providers. MFC shall make a Provider Directory available online and update regularly. MFC may provide copies of the Provider Directory to the Organization upon request. MFC represents that it has authority to include the names, addresses, office telephone numbers, descriptions of services rendered and other information regarding Participating Providers.
- 3.6 Status of MFC. MFC is not engaged in the delivery or performance of healthcare services, and MFC has no authority to control or direct the manner or method by which a Participating Provider furnishes healthcare services to Members. MFC is not financially responsible or obligated to pay or in any manner reimburse the Participating Provider.
- 3.7 Claim Audits. In those instances where an audit of a claim is requested, or where a claim is disputed by Organization, Organization shall be entitled to audit the books and records of Participating Provider for the claim involved. Such audit shall be conducted according to the audit policy of the Participating Provider.

### **4. PROVISION OF SERVICES**

- 4.1 Necessary Services. Participating Provider will provide Covered Services to Members. New services developed by Participating Hospitals during the term of this agreement are not subject to the discounts contained herein and will be negotiated individually.
- 4.2 Nondiscrimination. Participating Provider will accept Members as patients on the same basis and with equal priority as it accepts patients who are covered under other health plans. Participating Provider shall furnish Covered Services to Members, as prescribed by the Benefit Plan, in the same manner and with equal priority as Participating Provider's other patients, without regard to the Member's age, sex, race, religion, physical or mental condition, or source of payment.
- 4.3 Medical Records. Participating Provider will establish and maintain Member medical records in accordance with generally accepted standards. Subject to federal, state, and local law governing the use and disclosure of patient medical records and information, Participating Provider agrees to allow Organization or its designee reasonable access to Members' medical records and other medical information maintained by Participating Provider for inspection and duplication, at Organization's expense, to the extent reasonably necessary for Participating Provider to obtain payment for Covered Services pursuant to this Agreement. Organization shall indemnify, defend and hold harmless Participating Provider for any liability arising from Organization's misuse or improper disclosure of Members' medical records and medical information obtained from Participating Provider.
- 4.4 Insurance. Participating Provider will obtain and maintain, in full force and effect, professional medical liability insurance in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
5. **ORGANIZATION RESPONSIBILITIES**
  - 5.1 Incentives. Organization represents and warrants that the Benefit Plan offers Members significant financial incentives (i.e. a benefit differential of at least 20%) to utilize Participating Provider as a preferred provider. Organization shall actively inform Members that Participating Provider is a preferred provider under the Benefit Plan and of the advantages to selecting Participating Providers when Covered Services are needed.
  - 5.2 Benefit Plan Changes. Organization agrees to notify MFC at least thirty (30) days in advance of any change to the Benefit Plan which affects Covered Services, copayment and/or deductible provisions, or any other change which might affect the scope of Covered Services and benefits therefor.
  - 5.3 Identification Cards. Organization shall furnish Members with identification cards that clearly identify coverage by Organization and participation in the MFC network.
  - 5.4 Eligibility Verification. Organization shall arrange that telephone or online benefit verification and precertification be available to Participating Provider during normal business hours to confirm Members' enrollment, eligibility and coverage of benefits. If

Organization is unable to provide verification of coverage, the claim shall be paid at billed charges without application of any contractual discount.

- 5.5 Liability Insurance. Organization will maintain general liability insurance in an amount sufficient to protect Organization, its directors, officers and employees from any liability which may result directly or indirectly from the performance by Organization and its employees of the obligations of Organization under this Agreement. Upon request of Participating Provider, Organization shall provide evidence of such coverage.
- 5.6 Confidentiality of Rates. The compensation that is payable to Participating Provider pursuant to the terms of this Agreement will not be disclosed by Organization, except to the extent required by applicable law or as may be necessary to administer this Agreement. Organization understands that it is specifically prohibited from leasing or selling the Discounted Charges to, or otherwise allowing the Discounted Charges to be used by, any entity that is not a party to this Agreement.
- 5.7 Utilization Review. Participating Provider will cooperate with the Utilization Review Program of Organization during the term of this Agreement. However, if a Member is unable to produce an employer ID card or Organization is unable to provide verification of coverage, Participating Provider will not be subject to any reimbursement reduction that may result from the Organization Utilization Review requirements. Any denial of hospitalization shall occur prior or concurrent to admission. All appeals of a denial shall be reviewed and determination made no later than 30 days from date of appeal or denial is forfeited.
- 5.8 Exclusivity. During the term of this agreement, Organization agrees that it will not enter into a Provider Agreement with another hospital or ambulatory surgery center not affiliated with Methodist Medical Center in Peoria County without the express written consent of MFC. This will include but not be limited to Peoria Day Surgery Center, Great Plains Orthopaedics, Soderstrom Skin Institute and OSF Center for Health. If MFC determine that an agreement has been entered into with another hospital or ambulatory surgery center, the rates contained on Attachment A will immediately cease to apply to reimbursements. For claim purposes, MFC will notify Organization of the effective date of rate termination.

## 6. BILLING, COMPENSATION AND COORDINATION OF BENEFITS

- 6.1 Billing. MFC shall require Participating Providers to submit claims to the Organization, on a CMS Form UB04 or 1500, or electronic transmission, as applicable.
- 6.2 Compensation. Participating Provider shall be compensated by Organization at the Discounted Charges (net of any applicable deductible, coinsurance or copayment to be paid by the Member) set forth in Attachment A when the Organization is primary, for all Covered Services billed as provided for in Section 6.1.
- 6.3 Payment. Organization shall pay the Discounted Charges (net of any applicable

Copayment, Coinsurance and Deductible to be paid by the Member) for all Covered Services rendered to Members within thirty (30) days following receipt of a Clean Claim. Each payment shall be accompanied by an explanation of benefits (EOB) showing the Organization name, Billed Charges, the applicable Discounted Charges, and any Copayment, Coinsurance and Deductible amounts owed by the Member. All Clean Claims that are not paid within thirty (30) days of submission to Organization shall be paid at Billed Charges without application of any contractual discount.

- 6.4 Emergency Services. Participating Provider shall be paid in full pursuant to this Agreement for emergency medical screenings and related treatment mandated by the Emergency Medical Treatment and Active Labor Act (EMTALA) to determine the absence or presence of an emergency medical condition and the care required for stabilization of the emergency medical condition. Participating Provider shall not be required to obtain preauthorization for any such services performed pursuant to EMTALA. After stabilization or determination of the absence of an emergency medical condition, Participating Provider will contact Organization to seek authorization for additional care. If Organization does not return the call within 30 minutes, Participating Provider is deemed to have been authorized to provide additional care required to treat the Member. Notwithstanding any other provision in this Agreement, Organization shall not deny payment for services provided by Participating Provider to Members in accordance with EMTALA.
- 6.5 Coordination of Benefits. Upon request, Participating Provider will give assistance to Organization for purposes of coordinating benefits with primary carriers. If Organization is the secondary carrier, Organization shall pay Participating Provider for Covered Services that were not paid by the primary carrier. Payment by Organization to Participating Provider will not exceed 100% of the Billed Charges.
- 6.6 Non-Covered Services. Subject to the exceptions provided for in Section 6.2, Participating Provider agrees to accept the Discounted Charges as full compensation for Covered Services provided hereunder. Participating Provider shall only bill and collect from Members for Covered Services the applicable deductibles, coinsurance and/or copayments under the Benefit Plan. Participating Provider may seek payment from the Member, or persons acting on his or her behalf, in the amount of Participating Provider's Billed Charges, in the event that Organization fails to make payment for Covered Services pursuant to Section 6.2. Participating Provider may bill Participating Provider's Billed Charges for Services that are determined to be Non-Covered Services.
- 6.7 Underpayments and Overpayments. Participating Provider agrees to refund to Organization and/or Member any amounts overpaid or paid in error, and Organization agrees to promptly pay any underpayments to Participating Provider. Organization shall notify Participating Provider of any alleged overpayment, and shall not offset any such amounts against amounts owed to Participating Provider unless agreed by Participating

Provider. No request for refund of overpayment will be accepted if the Payor does not notify MMCI of the overpayment within three hundred sixty-five (365) days of the date of the initial payment.

- 6.8 Claims Administration. Organization shall administer Benefit Plan claims in accordance with U.S Department of Labor regulations governing claims procedures for group health plans, to the extent applicable to the Benefit Plan. If a Third Party Administrator (TPA) is used for claims administration, the TPA shall be licensed by the State of Illinois as a TPA and will produce a copy of the license upon request of MFC. Company agrees to allow a copy of this signed Agreement to be sent the designated TPA for loading of rates and correct claims processing.

7. **DISPUTE RESOLUTION**

If a dispute develops, the parties will attempt to resolve the dispute. If the dispute cannot be settled by the mutual cooperation of the parties, either party may, with thirty (30) day prior written notice to the other party of its intent, refer the dispute to an independent arbitration organization. Except as provided herein, any dispute, controversy, or claim arising out of this Agreement including, but not limited to the payment or non-payment of a claim, the eligibility of a Member, the determination of Covered Hospital Services, or the determination of medically necessary procedures, shall be settled by arbitration in accordance with this Section. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The place of arbitration shall be Peoria, Illinois. The arbitrators shall decide legal issues pertaining to the dispute, controversy, or claim pursuant to the laws of the State of Illinois. Subject to the control of the arbitrators, or as the parties may otherwise mutually agree, the parties shall have the right to conduct reasonable discovery pursuant to the State of Illinois Rules of Civil Procedure. The parties agree that this Agreement involves interstate commerce and is therefore enforceable pursuant to Title 9, United States Code. The arbitrators shall have no authority to award any punitive or exemplary damages, to vary or to ignore the terms of this Agreement.

8. **GENERAL PROVISIONS**

- 8.1 Entire Agreement. This Agreement together with all Attachments which are attached hereto and made a part hereof, constitute the entire understanding of the parties to this Agreement, and supersede all prior proposals, representations, communications, negotiations, and agreements between the parties whether oral or written.
- 8.2 Governing Law. This Agreement shall be governed by, interpreted in accordance with, and the rights of the Parties shall be determined by the laws of the State of Illinois, without regard to its conflict of law principles.

- 8.3 Venue. The Parties have executed and delivered this Agreement in Tazewell, Illinois, and stipulate that if either Party files litigation to construe, interpret, or enforce this Agreement, Tazewell County, Illinois is the proper and appropriate venue for such litigation.
- 8.4 Counterparts. This Agreement may be executed in counterparts, and each executed counterpart will be deemed to be an original version of this Agreement.
- 8.5 Attorney's Fees and Expenses. If any arbitration or any other judicial proceeding is necessary to enforce or interpret the terms of this Agreement, each party shall be responsible for its own costs and expenses, including but not limited to attorney's fees. Each party shall be responsible for an equal share of the mediators', arbitrators', and/or administrative fees of mediation and/or arbitration associated with such an action.
- 8.6 Waiver of Breach. The failure of Organization or MFC to object to or to take affirmative action with respect to any conduct of the other which is a breach of this Agreement shall not be construed as a waiver of that breach or of any prior or future breaches of this Agreement.
- 8.7 Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
- 8.8 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their successor and permitted assignees.
- 8.9 Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 8.10 Independent Contractors. Each party to this Agreement is acting independently of the other party, and none of the provisions of this Agreement may be construed as indicating that either party is acting as the agent or employee of the other party.
- 8.11 No Third Party Beneficiaries. The parties to this Agreement are MFC and Organization. No other person may claim or assert any rights under or by virtue of this Agreement. This Agreement is not intended to, and does not, create any rights in any person, including a Member, who is not a signatory to this Agreement.
- 8.12 Use of Name. Neither Organization nor MFC may use the other party's name, trademark, service mark, or symbol without prior written consent of the other party.
- 8.13 Assignment. This Agreement or any of its provisions shall not be assigned, delegated, or transferred by either party without the prior written consent of the other, provided that MFC may assign, delegate, or transfer this Agreement upon notice to another corporation

or entity affiliated with MFC if (i) said corporation has the requisite power and authority to perform the obligations of MFC set forth herein, and (ii) such assignment, delegation, or transfer will not materially affect services to Members.

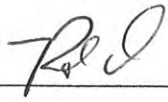
- 8.14 Amendment. No amendment to this Agreement shall be valid unless it is in writing and signed by the parties.
- 8.15 Authority. Each party signing this Agreement represents that that party has properly authorized such execution. The execution and performance of this Agreement by each party has been authorized in compliance with all applicable laws and regulations, and this Agreement constitutes the valid and enforceable obligation of the parties.
- 8.16 Notices. Any notices or other communications required under the provisions of this Agreement shall be in writing and delivered in any one of the following ways, and shall be deemed to have been received (a) on the date delivered if delivered by hand, (b) the next following business day after being sent if sent by a nationally recognized professional overnight courier, or (c) three (3) business days after mailing, postage prepaid, by certified mail, return receipt requested, to the party entitled to notice at the addresses set forth on the signature page, or such other addresses as may be directed by notice given hereafter.
- 8.17 Quarterly Reports. Organization agrees to provide quarterly reports to MFC which identify specific utilization data by services, including but not limited to, the number of Members, hospital admissions and provider visits and other reports mutually agreed to by the parties.
- 8.18 Unforeseen Circumstances. In the event Participating Provider does not have proper facilities to treat Members or in the event of circumstances beyond its reasonable control such as major disaster, epidemic, war, complete or partial destruction of facilities, disability of a significant number of personnel, or significant labor disputes, Participating Provider shall provide Covered Services to Members to the extent possible according to its best judgment or limitations of such facilities and personnel as are then available, but neither Participating Provider or any of its agents, directors or officers shall have any liability or obligation for delay or failure to provide or arrange for such services.


\* \* \*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year as written below.

**METHODIST FIRST CHOICE, INC.**  
221 N. E. Glen Oak Ave  
Peoria, IL 61636

**TAZEWELL COUNTY EMPLOYEES**  
~~334 Elizabeth Street, Suite 200~~ 115. 4th Street,  
Pekin, IL 61554 Suite 432

By:   
Print: Robert A. Quinn  
Title: CFO  
Date: 5/28/14

By:   
Print: David Zimmerman  
Title: Tazewell County Board Chairman  
Date: 05-29-14



**ATTACHMENT A**

Tazewell County  
Exclusive Methodist First Choice Rate Schedule

EFFECTIVE DATE: June 1, 2014  
CONTRACT TERM: Five (5) years

Methodist & Proctor

**Inpatient Rates** (except case rates set forth below)

	Year 1	Year 2	Year 3	Year 4	Year 5
Medical per diem:	\$3,000	\$3,125	\$3,250	\$3,250	\$3,375
Surgical per diem:	\$3,000	\$3,125	\$3,250	\$3,250	\$3,375
Stepdown Unit per diem: (rev code 206)	\$3,000	\$3,125	\$3,250	\$3,250	\$3,375
ICU/CCU per diem:	\$3,000	\$3,125	\$3,250	\$3,250	\$3,375
Skilled Nursing (Proctor)	\$700	\$725	\$750	\$750	\$775

**Psychiatric Services:**

All inpatient psychiatric services (Methodist): 5% discount off charges

\* Outlier: All Inpatient per diems are subject to a 2.5 outlier. Charges above the outlier, but less than \$70,000 are calculated with the 53% discount off charges and added to the calculated per diem rate. Cases with charges above \$70,000 are not subject to any outlier payment. This outlier does not apply to Cardiovascular and OB Case Rates. (See below for Cardiovascular and OB Case Rate outlier.)

Cardiovascular Case Descriptions		Year 1	Year 2	Year 3	Year 4	Year 5
DRG 216	Cardiac valve & oth maj cardiothoracic proc w card cath w MCC	\$56,315	\$58,575	\$60,925	\$60,925	\$63,350
DRG 217	Cardiac valve & oth maj cardiothoracic proc w card cath w CC	\$56,315	\$58,575	\$60,925	\$60,925	\$63,350
DRG 218	Cardiac valve & oth maj cardiothoracic proc w card cath w/o CC/MCC	\$56,315	\$58,575	\$60,925	\$60,925	\$63,350
DRG 219	Cardiac valve & oth maj cardiothoracic proc w/o card cath w MCC	\$53,483	\$55,625	\$57,850	\$57,850	\$60,175
DRG 220	Cardiac valve & oth maj cardiothoracic proc w/o card cath w CC	\$53,483	\$55,625	\$57,850	\$57,850	\$60,175
DRG 221	Cardiac valve & oth maj cardiothoracic proc w/o card cath w/o CC/MCC	\$53,483	\$55,625	\$57,850	\$57,850	\$60,175
DRG 222	Cardiac defib implant w cardiac cath w AMI/HF/shock w MCC	\$58,298	\$60,625	\$63,050	\$63,050	\$65,575
DRG 223	Cardiac defib implant w cardiac cath w AMI/HF/shock w/o MCC	\$58,298	\$60,625	\$63,050	\$63,050	\$65,575
DRG 224	Cardiac defib implant w cardiac cath w/o AMI/HF/shock w MCC	\$50,908	\$52,950	\$55,075	\$55,075	\$57,275
DRG 225	Cardiac defib implant w cardiac cath w/o AMI/HF/shock w/o MCC	\$50,908	\$52,950	\$55,075	\$55,075	\$57,275
DRG 226	Cardiac defibrillator implant w/o cardiac cath w MCC	\$35,896	\$37,325	\$38,825	\$38,825	\$40,375
DRG 227	Cardiac defibrillator implant w/o cardiac cath w/o MCC	\$35,896	\$37,325	\$38,825	\$38,825	\$40,375
DRG 228	Other cardiothoracic procedures w MCC	\$50,419	\$52,425	\$54,525	\$54,525	\$56,700
DRG 229	Other cardiothoracic procedures w CC	\$50,419	\$52,425	\$54,525	\$54,525	\$56,700
DRG 230	Other cardiothoracic procedures w/o CC/MCC	\$50,419	\$52,425	\$54,525	\$54,525	\$56,700
DRG 231	Coronary bypass w PTCA w MCC	\$53,483	\$55,625	\$57,850	\$57,850	\$60,175
DRG 232	Coronary bypass w PTCA w/o MCC	\$53,483	\$55,625	\$57,850	\$57,850	\$60,175
DRG 233	Coronary bypass w cardiac cath w MCC	\$46,427	\$48,275	\$50,200	\$50,200	\$52,200
DRG 234	Coronary bypass w cardiac cath w/o MCC	\$35,355	\$36,775	\$38,250	\$38,250	\$39,775
DRG 235	Coronary bypass w/o cardiac cath w MCC	\$36,333	\$37,775	\$39,275	\$39,275	\$40,850
DRG 236	Coronary bypass w/o cardiac cath w/o MCC	\$25,750	\$26,775	\$27,850	\$27,850	\$28,975
DRG 237	Major cardiovascular procedures w MCC	\$31,904	\$33,175	\$34,500	\$34,500	\$35,875
DRG 238	Major cardiovascular procedures w/o MCC	\$27,707	\$28,825	\$29,975	\$29,975	\$31,175
DRG 242	Permanent cardiac pacemaker implant w MCC	\$47,226	\$49,125	\$51,100	\$51,100	\$53,150
DRG 243	Permanent cardiac pacemaker implant w CC	\$24,102	\$25,075	\$26,075	\$26,075	\$27,125
DRG 244	Permanent cardiac pacemaker implant w/o CC/MCC	\$24,102	\$25,075	\$26,075	\$26,075	\$27,125
DRG 246	Percutaneous cardiovascular proc w drug-eluting stent w MCC	\$21,270	\$22,125	\$23,000	\$23,000	\$23,925

**ATTACHMENT A**

DRG 247	Percutaneous cardiovascular proc w drug-eluting stent w/o MCC	\$18,231	\$18,950	\$19,700	\$19,700	\$20,500
DRG 248	Percutaneous cardiovasc proc w non-drug-eluting stent w MCC	\$17,278	\$17,975	\$18,700	\$18,700	\$19,450
DRG 249	Percutaneous cardiovasc proc w non-drug-eluting stent w/o MCC	\$13,622	\$14,175	\$14,750	\$14,750	\$15,350
DRG 250	Perc cardiovasc proc w/o coronary artery stent or AMI w MCC	\$13,622	\$14,175	\$14,750	\$14,750	\$15,350
DRG 251	Perc cardiovasc proc w/o coronary artery stent or AMI w/o MCC	\$13,622	\$14,175	\$14,750	\$14,750	\$15,350
DRG 253	Other vascular procedures w CC	\$40,531	\$42,150	\$43,825	\$43,825	\$45,575
DRG 254	Other vascular procedures w/o CC/MCC	\$27,166	\$28,250	\$29,375	\$29,375	\$30,550
DRG 281	Acute myocardial infarction, discharged alive w CC	\$7,056	\$7,350	\$7,650	\$7,650	\$7,950
DRG 282	Acute myocardial infarction, discharged alive w/o CC/MCC	\$7,056	\$7,350	\$7,650	\$7,650	\$7,950
DRG 286	Circulatory disorders except AMI, w card cath w MCC	\$10,094	\$10,500	\$10,925	\$10,925	\$11,350
DRG 287	Circulatory disorders except AMI, w card cath w/o MCC	\$7,416	\$7,725	\$8,025	\$8,025	\$8,350

During the term of the contract, MMCI will notify company (according to section 8.15 of the contract) of any change in the CMS DRGs or DRG weights that will affect the Cardiac Case Rates. MMCI will assign a rate to the affected DRGs based upon the same rate methodology as used in the above Cardiac Case Rates. MMCI shall allow Company 30 days to contact MMCI to discuss rates different than those in the notice. If Company does not contact MMCI within 30 days, the new rates shall take effect immediately upon the end of the 30 day notice period.

Obstetric Case Descriptions		Year 1	Year 2	Year 3	Year 4	Year 5
DRG 765	Cesarean section w CC/MCC	\$7,648	\$7,950	\$8,275	\$8,275	\$8,600
DRG 766	Cesarean section w/o CC/MCC	\$6,515	\$6,775	\$7,050	\$7,050	\$7,325
DRG 767	Vaginal delivery w sterilization &/or D&C	\$6,515	\$6,775	\$7,050	\$7,050	\$7,325
DRG 774	Vaginal delivery w complicating diagnoses	\$3,657	\$3,800	\$3,950	\$3,950	\$4,100
DRG 775	Vaginal delivery w/o complicating diagnoses	\$3,116	\$3,250	\$3,375	\$3,375	\$3,500

DRG 765-767, 774-775 are mother case rates per delivery. The newborn reimbursement reverts to 53% percent discount off charges. An epidural is not included in these rates as there is a separate anesthesia charge for the epidurals.

Cardiac and OB case rates are the lesser of the stated case rate or billed charges except where charges exceed the outlier amount\*\*

\*\*Case Rate Outlier: For Cardiovascular and OB case rates, if the Facility's regular billing rates for a Facility Stay are equal to or greater than 2.5 times the Case Rate (Outlier Threshold), the payor will pay or arrange to pay Facility, the Facility's case rate plus the charges above the outlier threshold discounted by 53%. The inpatient stop loss of \$70,000 is not applicable to Cardiovascular and Obstetric cases.

**Additional Case Rate**

Bone Marrow Transplant (Methodist) DRG 16 and 17 \$82,000 per case+  
 The BMT case rate is from admission to discharge and does not include physician fees. The outpatient Pheresis line placement and Harvesting will be subject to the 53% outpatient discount  
 + If charges for any inpatient bone marrow transplant admission exceed \$140,000, then the payor will pay facility the Case rate and charges exceeding the stop loss amount discounted by 53%.

**Outpatient Rates**

Methodist & Procter  
 Outpatient services will be discounted by 53% off billed charges.

Outpatient psychiatric discount :  
 Partial (outpatient) psychiatric discount (Methodist): 5% discount off charges

**ATTACHMENT A**

**Methodist First Choice Physician Network**

Reimbursement will be based on the following:

- 130% of current year RBRVS for Primary Care Physicians
- 150% of current year RBRVS for Specialty Care Physicians
- 20% discount for any code in which there is not an RBRVS fee available

**Note:** The majority of the First Choice providers will be based on the above Rates, however, there will be some provider reimbursement based on various methods, including a discount off billed charges.

See the Methodist First Choice Provider Directory online for a listing of participating providers at [www.mymethodist.net](http://www.mymethodist.net)

Reimbursement will be the lesser of the fee schedule as outlined in the agreement or the provider's billed charges.

Varied Fee Schedules will be provided to the Payor to be reimbursed according to the provider's agreement with Methodist First Choice, Inc.

**Hospital Based Physicians**

MDR values are based on the current year's release.

\*\*\*These medical groups are independent physician providers not employed by Methodist Medical Center.

Group Name	Fee Schedule
***Emergency Physicians	20% discount off billed charges
***Radiology Physician Services	70th percentile of MDR
***Peoria Tazewell Pathology Group	28% discount off billed charges
Anesthesiologists	25% discount off billed charges
Methodist Medical Group Hospitalists	150% of current year RBRVS

**Contract Notes:**

- Discounted rates listed above include Methodist and Proctor based ambulatory outpatient surgery only. Any other freestanding ambulatory surgical center not affiliated with Methodist Medical Center or Proctor Hospital in Peoria, Tazewell and Woodford counties without consent of Methodist First Choice are considered out of network or non-PPO. This will include but not limited to Peoria Day Surgery, Great Plains Orthopaedics, Soderstrom Skin Institute and OSF Center for Health.
- New services developed by Methodist/First Choice during the term of the contract are not subject to the above discounts. Rates for new services will be negotiated separately
- Inpatient and outpatient Hospital services are subject to periodic increases.

**Contracted Discounts with Methodist affiliate hospitals.**

Abraham Lincoln Memorial Hospital <i>Lincoln, Illinois</i>	15% discount	37-0723793
Carle Foundation Hospital Carle Foundation Physician Services <i>Urbana, Illinois</i>	10% discount 10% discount	37-1119538 20-0860864
Decatur Memorial <i>Decatur, Illinois</i>	10% discount	37-0661199
Advocate Eureka Hospital <i>Eureka, Illinois</i>	20% discount	36-2169147
Galesburg Cottage Hospital Knoxcare Alliance Physicians <i>Galesburg, Illinois</i>	20% discount 20% discount	37-1485782
Graham Hospital Coleman Clinic Physicians <i>Canton, Illinois</i>	20% discount 150%/175% of current year RBRVS	37-0673506
Mason District Hospital <i>Havana, Illinois</i>	10% discount	37-6017857
Memorial Medical Center <i>Springfield, Illinois</i>	20% discount	37-0661220
Hopedale Medical Foundation Hopedale Health Network <i>Hopedale, Illinois</i>	20% discount 20% discount	37-0808925
Pekin Hospital <i>Pekin, Illinois</i>	20% discount	37-0692351
St. John's Hospital <i>Springfield, Illinois</i>	20% discount	37-0661238
St. Vincent Memorial Hospital <i>Taylorville, Illinois</i>	15% discount	37-0661250
Ann & Robert H Luri Children's Hospital Children's Faculty Practice Plan Physicians <i>Chicago, Illinois</i>	30% discount 20% discount	36-2170833

## ATTACHMENT A

### Ancillary Services Discounts

---

#### Home Health Services (Methodist & Proctor)

Home Health Services Available at a 15% discount off charges include:

Skilled Nursing	Physical Therapy
Psychiatric Nursing	Occupational Therapy
Social Work	Speech Therapy
Home Health Aid	

- Available 24 hours a day, 7 days a week, including a second shift staff.
- Price includes travel time portal to portal, direct patient contact time and documentation time.
- Any portion of time over a two-hour minimum, but less than four hours, will be charged as two visits.
- Non-routine supplies subject to a 15% discount off charges.
- Serving clients in Peoria, Woodford, Tazewell, Fulton, Knox, Stark, Putnam, Mason, & Marshall counties
- Occupational Therapy includes the services of an OT and OTA supervised by the OT.
- Physical Therapy includes the services of a PT and a PTA supervised by the PT.

---

#### Hospice Services (Methodist)

Hospice Services available at a 15% discount off the Routine Care Rate

*Routine Care rate includes all of the following disciplines:*

Registered Nurse  
Social Worker  
Pastoral Care  
Home Care Aide  
Home Medical Equipment  
Oral Medications specific to pain control

*Other Hospice services available at the 15% discount:*

Continuous Care  
Respite Care  
General Inpatient Care

---

#### Illinois Institute of Addiction Recovery

50% Discount off billed charges

**ATTACHMENT A**

**Methodist Medical Center of Illinois & Proctor Hospital**  
*General Information*

Hospital facilities	Address, General Phone & Fax	Claims Address and payment office	Provider Tax ID Number
Methodist Medical Center of Illinois	221 NE Glen Oak Ave Peoria, IL 61636 (309) 672-4848	MMCI Business Office 7181 Reliable Pkwy. Chicago, IL 60686	37-0661223
Methodist Medical Center of Illinois, Home Health	120 NE Glen Oak Ave Ste 200 Peoria, IL 61603 309-671-8247 Fax (309) 671-2743	MMCI Home Health 6220 Reliable Parkway Chicago, IL 60686	37-0661223
Methodist Medical Center of Illinois, Hospice Services	120 NE Glen Oak Ave Ste 200 Peoria, IL 61603 309-672-5746 Fax: (309) 671-2168	MMCI Hospice 6210 Reliable Parkway Chicago, IL 60686	37-0661223
Proctor Hospital	5409 N Knoxville Ave Peoria, IL 61614 (309) 691-1000	Proctor Hospital PO Box 3336 Peoria IL 61612-3336	37-0681540
Proctor Home Care	5409 N Knoxville Ave Peoria, IL 61614 (309) 691-1074 Fax: (309) 691-1085	Proctor Hospital PO Box 3336 Peoria IL 61612-3336	37-0681540
Proctor Hospital Skilled Nursing	5409 N Knoxville Ave Peoria, IL 61614 (309) 691-1093 Fax: (309) 689-6064	Proctor Hospital PO Box 3336 Peoria IL 61612-3336	37-0681540
Illinois Institute for Addiction Addiction Recovery Treatment	5409 N. Knoxville Ave Peoria, IL 61614 (309) 691-1055 Fax: (309) 689-6064	Proctor Hospital PO Box 3336 Peoria IL 61612-3336	37-0681540

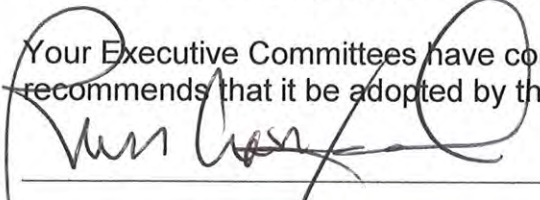

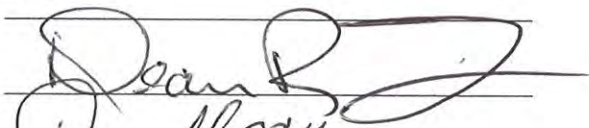

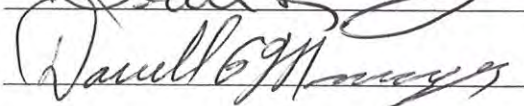
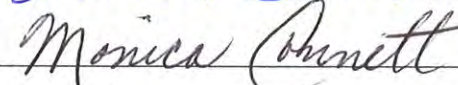
Motion by Member Crawford, second by Member Sundell to approve Resolution 30. Motion carried by Voice Vote, but Member Harris.

---

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

	_____
_____	_____
	_____
	
	

**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to adopt the attached Tazewell County Body Art Ordinance as 6TCC- 10; and

WHEREAS, this Ordinance addresses issues that the State Code may not, establishes equality of minimum public health standards for body art facilities, adds definitions, enforcement provisions, artist and apprentice registration, requirements for premises, preparation and care of body art areas, equipment, disinfection and sterilization, inspection, penalties and suspensions.

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

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

PASSED THIS 28th DAY OF MAY, 2014.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk

  
\_\_\_\_\_  
Tazewell County Board Chairman

# Tazewell County Body Art Ordinance

---



## Table of Contents

6TCC- 10-1 Definitions.....Page3

6TCC- 10-2 Jurisdiction and Administrative Rules.....Page 3

6TCC- 10-3 Application and Permit Requirements.....Page 3

6TCC-10-4 Requirements for Premises.....Page 4

6TCC-10- 5 Body Art Operator/Apprentice Requirements and Professional Standards.....Page 4

6TCC- 10-6 Preparation and Care of the Body Art Area.....Page 5

6TCC-10-7 Equipment.....Page 5

6TCC- 10-8 Disinfection and Sterilization Procedures.....Page 5

6TCC- 10-9 Inspections and Enforcement Provisions.....Page 6

6TCC- 10-10 Penalties, Suspension and Revocation of Permits.....Page 6

## 6TCC-10-1 Definitions

In addition to the definitions contained in the Illinois Department of Public Health Body Art Code the following general definitions shall apply in the interpretation and enforcement of this ordinance:

- (a) Board of Health shall mean the Tazewell County Board of Health or its authorized representatives.
- (b) Inspector shall mean all authorized agents of Tazewell County Health Department, and representatives of the Board of Health, who have the authority to enter and make reasonable inspections of any body art establishment during their regular hours of business for the purpose of determining compliance with the Board's rules governing body art facilities. The inspector shall prepare a written report of said inspection. Such report shall be signed by the inspector and by the body art establishment owner or their designated representative. A copy of such inspection report shall be left with the owner or manager.
- (c) Local Health Department shall mean The Tazewell County Health Department.
- (d) Non-Registered Body Art Establishments shall mean *any* body art facility, including mobile or temporary, attempting to operate without a current registered permit from the Illinois Department of Public Health. These establishments will be required to cease operation until an application for certificate of registration has been submitted and an initial routine inspection has been performed. Once the application has been received, and the Illinois Department of Public Health has notified the Local Health Department, an inspector shall perform an initial routine inspection for the establishment. No establishment operating without a current State issued certificate of registration shall be permitted to operate body art in Tazewell County.

## 6TCC-10-2 Jurisdiction and Administrative Rules

- (a) The rules and regulations shall apply to all territory embraced within the limits of Tazewell County provided by law.
- (b) Within 30 days upon adoption, this code ordinance shall become effective.
- (c) The administrative rules adopted by the Illinois Department of Public Health pertaining to body art establishments and body art modification procedures found in 77 IL Adm. Code 797 "Body Art Code" and all subsequent amendments are hereby adopted by reference. The Board of Health is authorized to adopt rules to carry out the purpose of this ordinance. Three certified copies of each shall be on file in the office of the Tazewell County Clerk's Office.
- (d) Should any of the provisions of this ordinance conflict with a body art State law or code passed subsequent to this ordinance, the State law or code shall take precedence over this ordinance.

## 6TCC-10-3 Application and Permit Requirements

- (a) It shall be unlawful for any non-registered body art establishment to operate in any portion of Tazewell County, nor may any person practice the art of body art on a person other than himself or herself without obtaining a certificate of registration from the Illinois Department of Public Health. Establishments or individuals that continue to operate or practice without a certificate

from the Illinois Department of Public Health, or which operate in violations of these regulations, will be subject to enforcement provisions under this ordinance.

#### **6TCC-10-4 Requirements for Premises**

- (a) A hand sink with hot and cold running water, under pressure, preferably equipped with wrist- or foot-operated controls and supplied with liquid soap, disposable paper towels and be separate from any public restroom shall be readily accessible within the body art establishment. In addition, there shall be a minimum of one lavatory, excluding any service sinks, and one toilet in a body art establishment. Easily cleanable waste receptacles must be conveniently located near the hand washing facility.
- (b) There shall be no overhead or otherwise exposed sewerage lines so as to create a potential hazard to the sanitary environment of the business.
- (c) Containers of poisonous or toxic materials necessary for operational maintenance of the establishment shall be prominently and distinctly labeled in accordance with law. Small working containers of bulk cleaning agents shall be individually labeled for easy identification of contents.
- (d) Poisonous or toxic materials necessary for the maintenance of the establishment consists of the following two categories:
  - 1) Insecticides and rodenticides;
  - 2) Detergents, sanitizers, related cleaning or drying agents, and caustics, acids, polishes and other chemicals.
- (e) Materials in each of these two categories shall be stored and located to be physically separated from each other, shall be stored in cabinets or in similar physically separated compartments or facilities used for no other purpose; and, to preclude potential contamination, shall not be stored above or intermingled with body art equipment.

#### **6TCC-10-5 Body Art Operator/Apprentice Requirements and Professional Standards**

- (a) All operators and apprentices working in *any* body art establishment, including temporary and mobile, shall be registered with the Local Health Department. This list shall be provided by the registered body art establishment and submitted with a fee as set by the Board of Health. Artist registration shall be renewed every five years, or if an artist changes location within Tazewell County.
- (b) A complete list of all registered operators shall be provided to the Local Health Department annually with facility license renewal.
- (c) Proof shall be provided upon request of the Local Health Department that all operators/apprentices have either completed or were offered and declined, in writing, the hepatitis B vaccination series. This offering should be included as a pre-employment requirement.
- (d) Body art establishments are responsible for notifying the Local Health Department, in writing, when an operator/apprentice starts or stops working at the establishment within 30 days.
- (e) Apprentices shall work under the supervision of a registered Body Art Operator.

### 6TCC-10-6 Preparation and Care of the Body Art Area

- (a) No individual performing body art services shall use styptic pencils, alum blocks, or other solid styptics to check the flow of blood.
- (b) Only sterile ointment in collapsible metal or plastic tubes or its equivalent, as approved by the board of health, shall be used on the area to be tattooed and shall be applied by use of a single use gauze square, individual cotton ball or square, or single use wooden tongue depressors. Under no circumstances shall bare hand contact be used for application.

### 6TCC-10-7 Equipment

- (a) Operators performing body piercing services shall install only sterilized jewelry made of steel that is ASTM F138 compliant or ISO 5832-1, 10993-6, 10993-10, and/or 10993-11 compliant and polished to a mirrored finish, titanium (Ti6Al4V ELI) that is ISO 5832-3, ASTM F136 or ASTM F67 compliant and polished to a mirrored finish, solid 14 karat higher nickel free white or yellow gold, solid nickel free platinum alloy, niobium, fused quartz glass, lead-free borosilicate, or lead-free soda-lime glass, or polymers (plastics) such as medical tubing, Polytetrafluoroethylene (PTFE) that is ASTM F754-00 compliant, any plastic material that is ISO 10993-6, 10993-10, or 10993-11 compliant or meets the United States Pharmacopeia (USP) Class VI material classification,
- (b) Threaded jewelry must be internally threaded (no threads on posts) and all surfaces and ends must be free from nicks, scratches, burrs and polishing compounds.
- (c) A facility must have on premises a "Mill Test Certificate" in English for all jewelry used for initial piercings which provides evidence of a specific grade of metal with a code designation or ASTM or ISO or other documentation approved by the agency which meets subsection (a) of this rule.

### 6TCC-10-8 Disinfection and Sterilization Procedures

- (a) All non-disposable containers used for the preparation of the skin prior to when the body art procedure is performed shall be cleaned daily by autoclave.
- (b) The operator shall place all used, non-disposable instruments in an ultrasonic-type machine to remove excess dye or other matter from the instruments; or the operator shall immerse non-disposable instruments for at least twenty minutes in a disinfectant solution registered with the united states environmental protection agency as a hospital disinfectant before the operator proceeds to scrub the instruments. When this process is completed, the operator shall place the instruments into either a covered container or into a wrapper designed or suitable for steam sterilization. The operator shall daily sanitize the ultrasonic-type unit with a germicidal solution.
- (c) The operator shall provide a steam sterilizer (autoclave) for sterilizing all needles and similar instruments before use on any patron. Alternate sterilizing procedures may be used when specifically approved by the Board of Health. Sterilization of instruments will be accomplished in the autoclave by exposure to steam for at least fifteen minutes at a minimum pressure of fifteen pounds per square inch, temperature of two hundred fifty degrees Fahrenheit or one hundred twenty-one degrees Celsius.
- (d) In the event of a positive biological indicator result or mechanical failure, all items sterilized since the time of the last negative biological monitor result shall immediately be recalled and

prohibited from use until cause of positive biological indicator test result is identified. The sterilizer shall not be used to sterilize instruments until the cause of positive indicator testing is identified.

- 1) In the event of a positive biological indicator result or mechanical failure, all items sterilized since the time of the last negative biological monitor result shall immediately be recalled and prohibited from use until cause of positive biological indicator test result is identified. The sterilizer shall not be used to sterilize instruments until the cause of positive indicator testing is identified.
- 2) If a mechanical or procedural failure was identified as evidenced by a repeat positive biological indicator test, the facility shall re-sterilize all recalled instruments and assess if any items were used since the time of the last negative indicator test. The local health department shall be notified immediately of the mechanical failure.

### **6TCC-10-9 Inspections and Enforcement Provisions**

- (a) A representative of the Board of Health shall properly identify him – or herself before entering a body art establishment to make an inspection. Such an inspection must be conducted as often as necessary throughout the year to ensure compliance with this code.
- (b) A representative of the Board of Health may inspect a body art establishment, including mobile or temporary, at any reasonable time(s) the Board of Health deems necessary to conduct inspections, complaint investigations and inspect conditions related to the enforcement of this code. Representatives shall only enter a procedure area with a client’s consent if a body art procedure is in process at the time of the inspection.
- (c) A copy of the inspection report must be furnished to the body art establishment permit holder or body artist registration holder, with the Illinois Department of Public Health retaining possession of the original.
- (d) If, after investigation, the Board of Health should find that a body art establishment or body artist is in violation of this code, the Local Health Department may advise the body art establishment and/or body artists, in writing, of its findings and instruct the specific steps to correct such violations within a reasonable period of time, not to exceed 30 days.
- (e) Body art establishments and/or body artists that continue to operate without proper permits from the Illinois Department of Public Health or operate in violation of these regulations will be subject to legal remedial actions and sanctions as provided by the law.

### **6TCC-10-10 Penalties, Suspension and Revocation of Permits**

- (a) The following penalties shall apply to any establishment or individual(s) who operate within Tazewell County, Illinois upon violation of the following requirements:
  - 1) Failure to register or renew registration with Illinois Department of Public Health for a Body Art Permit as required by Section 797.400 of the IDPH Body Art Code. --\$250.00 Plus per day surcharge number of days x \$50.00 each day the establishment, mobile or temporary, remains in violation.

- 2) Failure to inform the Local Health Department of any temporary body art operation activities as required by Section 797.1400 of the IDPH Body Art Code for inspection, with the result of the temporary event passing without inspection. --\$500.00
  - 3) Failure to register body artists with the Board of Health. --\$250.00
- (b) Certificates of registration for body art establishments and artists may be suspended by the Board of Health for failure to comply with the requirements of this ordinance. Upon suspension, the certificate shall be removed from the establishment by the Board of Health and returned to the Local Health Department.
- (c) A body art establishment or artist shall be notified in writing that the certificate of registration is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided if a written request is filed with the Board of Health by the certificate of registration holder.
- (d) Notwithstanding the other provisions of this ordinance, whenever the Board of Health finds unsanitary or other conditions in the operation of a body art establishment or body artists procedures which in its judgment, constitutes a substantial hazard to the public health, the Board of Health may without warning, notice or hearing, issue a written notice to the certificate of registration holder citing such condition, specifying the corrective action to be taken, and specifying the time period within such action shall be taken and if operations as a body art establishment/operator are to be immediately discontinued. Any establishment or person to whom such an order is issued shall comply immediately therewith, but upon written petition to the Board of Health shall be afforded a hearing as soon as possible.

Communications: Member Ackerman is amazed that there is five board members under the age of 40. Tazewell County is proving interest by having young people.

Search Committee request for quotations for firms. Members include Donahue, B. Grimm, Harris, Imig, Meisinger, Neuhauser, Proehl, and Chairman Zimmerman.

---

New/Unfinished Business: Member Sundell spoke of how \$100,000 is due to the Tri-County Region Planning. Gave review of the need and pledge to pay monies. Was approved in March, Peoria and Woodford have honored. Needs to put the issues behind us and be free participating partner. Motion made by Member Sundell to put check in the mail, no second made. Chairman Zimmerman consensus was to hold off until August. Member D. Grimm wanted Member Sundell to be placed and seated before payment. Member Meisinger said Woodford did not pay pledged amount to date. New Chair person takes over July 1<sup>st</sup>, vote held at Tri-County next meeting. Member B. Grimm would like to see payment upon Member Sundell being seated and Tazewell having the chair.

---



Motion by Member Wolfe, second by Member Vanderheydt to approve the Bills.  
Motion carried by Roll Call Vote.

Aye: Ackerman, Connett, Crawford, Donahue, B. Grimm, D. Grimm, Harris, Hillegonds, Imig, Meisinger, Mingus, Neuhauser, Palmer, Proehl, Redlingshafer, Sinn, Sundell, Vanderheydt, and Wolfe.

Nay: None.

Absent: Graff and Rinehart.

---

## EXPENSE REPORT

SUBMITTED TO:  
TAZEWELL COUNTY BOARDSUBMITTED BY:  
VICKI E. GRASHOFF  
TAZEWELL COUNTY AUDITOR

May 28, 2014

PAGE	REPORT:	FUND:	DEPT:	EXPENDITURES:
1	County Board (Spec Per Diem)	100	111	\$2,160.00
2	County Board ( Mo. Salary)	100	111	\$4,000.00
3	County Board Liquor Comm	100	111	\$566.00
4	County Board	100	111	\$11,786.94
5	Circuit Clerk	100	121	\$130.80
6	Public Defender	100	123	\$7,927.04
7	States Attorney	100	124	\$3,314.39
8	Jury Commission	100	125	\$15.68
9	External Audit	100	150	\$19,500.00
10	County Clerk/Recorder	100	152	\$4,959.32
11	County Treasurer	100	155	\$402.43
12	Assessment	100	157	\$47.70
13	ZBA Per Diem	100	161	\$480.00
14	Community Development	100	161	\$5,441.81
15,17	Building Administration	100	181	\$64,120.73
18,19	Justice Center	100	182	\$27,155.69
20,22	Sheriff	100	211	\$91,869.01
23,24	E.M.A.	100	213	\$2,274.46
25	Court Security	100	214	\$2,156.93
26,27	Crt Serv Probation Upgrade	100	230	\$23,567.67
28	Court Services	100	231	\$28,648.80
29	Coroner	100	252	\$5,146.26
30	R.O.E.	100	711	\$155.12
31	Courts	100	800	\$7,421.40
32,35	County General	100	913	\$118,331.63
*****County General Expenditures*****				<b>\$431,579.81</b>
36,38	County Highway Fund	202	311	\$50,452.52
39	Motor Fuel Tax Fund	203	311	\$74,921.33
40	Bridge Fund	205	311	\$1,422.00
41	Matching Tax	206	311	\$267,236.81
42,43	Veterans Assistance	208	422	\$9,512.60
44,45	Animal Control	211	411	\$10,181.61
46	Health Internal Service	249	914	\$54,602.30
47	Solid Waste	254	112	\$1,460.29
				<b>\$469,789.46</b>
*****TOTAL EXPENDITURES*****				<b>\$901,369.27</b>

## Expenditure Report:

To: The Tazewell County Board

Fund 100

Department: 111

APRIL, 2014

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		511-080
63	Connett, Monica	Spec Per Diem	\$300.00	511-080
62	Crawford, K. Russell	Spec Per Diem		511-080
26	Donahue, James	Spec Per Diem	\$240.00	511-080
37	Graff, Nick	Spec Per Diem		511-080
68	Grimm, Brett	Spec Per Diem	\$120.00	511-080
8	Grimm, Dean	Spec Per Diem		511-080
36	Harris, Michael	Spec Per Diem	\$120.00	511-080
6	Hillegonds, Terry C.	Spec Per Diem		511-080
20	Imig, Carroll	Spec Per Diem	\$120.00	511-080
66	Meisinger, Darrell	Spec Per Diem	\$240.00	511-080
61	Neuhauser, Tim	Spec Per Diem	\$360.00	511-080
43	Palmer, Rosemary	Spec Per Diem	\$60.00	511-080
13	Proehl, Nancy	Spec Per Diem	\$120.00	511-080
38	Redlingshafer, John	Spec Per Diem		511-080
34	Rinehart, Andrew	Spec Per Diem	\$60.00	511-080
16	Sinn, Greg	Spec Per Diem	\$300.00	511-080
48	Stanford, Mel	Spec Per Diem		511-080
54	Sundell, Sue	Spec Per Diem		511-080
50	Vanderheydt, Jerry	Spec Per Diem	\$120.00	511-080
	Wolfe, Joe	Spec Per Diem		511-080
	<b>Auditor's Total:</b>		<b>\$2,160.00</b>	

Expenditure Report:

2

To: The Tazewell County Board

Fund 100

Department: 111

APRIL, 2014

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
63	Connett, Monica	Salary	\$200.00	511-090
62	Crawford, K. Russell	Salary	\$200.00	511-090
26	Donahue, James	Salary	\$200.00	511-090
37	Graff, Nick	Salary	\$200.00	511-090
68	Grimm, Brett	Salary	\$200.00	511-090
8	Grimm, Dean	Salary	\$200.00	511-090
36	Harris, Michael	Salary	\$200.00	511-090
6	Hillegonds, Terry C.	Salary	\$200.00	511-090
20	Imig, Carroll	Salary	\$200.00	511-090
66	Meisinger, Darrell	Salary	\$200.00	511-090
		Salary		511-090
61	Neuhauser, Tim	Salary	\$200.00	511-090
43	Palmer, Rosemary	Salary	\$200.00	511-090
13	Proehl, Nancy	Salary	\$200.00	511-090
38	Redlingshafer, John	Salary	\$200.00	511-090
34	Rinehart, Andrew	Salary	\$200.00	511-090
16	Sinn, Greg	Salary	\$200.00	511-090
54	Sundell, Sue	Salary	\$200.00	511-090
50	Vanderheydt, Jerry	Salary	\$200.00	511-090
	Wolfe, Joe	Salary	\$200.00	511-090
	<b>Auditor's Total:</b>		<b>\$4,000.00</b>	



TAZEWELL COUNTY  
Claims Docket  
Expenditure Accounts

Comty **COUNTY BOARD (100-111)**

Vend-No	Vend-Name		Invoice-Numb	Expense-Amount
100-111-522-010		OFFICE SUPPLIES		
87939	PRAIRIELAND VENDING*	COFFEE 100-111	1001	54.00
100-111-522-140		DUES & SUBSCRIPTIONS		
10571	ICMA*	7/1/14-6/30/15 MBRSHP 100-111	429167-0514	1,016.00
100-111-533-150		CONSULTING FEES		
13053	HAY GROUP INC.*	3RD CONSULT FEE 100-111	321-71222	9,000.00
100-111-533-152		BOARD CHAIRMAN TRAVEL		
421	ZIMMERMAN*J DAVID	APR 14 MILEAGE 100-111	42-0514	474.88
100-111-533-300		MILEAGE		
317	IMIG*CARROLL	APRIL 14 MILEAGE 100-111	31-0514	94.08
391	SINN*GREG	APRIL MILEAGE 100-111	39-0514	76.16
155	PALMER*ROSEMARY	MILEAGE 100-111	155-0514	60.48
298	CONNETT*MONICA	JAN-APR MILEAGE 100-111	296-0514	67.20
4115	GRAFF*NICK	APRIL MILEAGE 100-111	4125-0514	61.60
4115	GRAFF*NICK	MAY MILEAGE 100-111	4125-0514A	22.96
5716	HARRIS*MICHAEL	MILEAGE 100-111	5716-0514	87.36
6436	ACKERMAN*JOHN C	MILEAGE 100-111	64636-0514	43.68
6746	PROEHL*NANCY M	MILEAGE 100-111	67546-0514	118.16
7753	MEISINGER*DARRELL G	MILEAGE 100-111	77953-0514	105.28
7894	NEUHAUSER*TIMOTHY D	APRIL MILEAGE 100-111	78594-0514	96.88
9359	BEENEY*SUE	MAY MILEAGE 100-111	93659-0514	9.52
9450	DONAHUE*JAMES	MILEAGE 100-111	94450-0514	31.36
9917	RINEHART*ANDREW S	APR MILEAGE 100-111	99917-0514	62.16
100446	WOLFE*JOE	MILEAGE 100-111	102446-0514	11.20
100-111-544-000		MISC. EQUIPMENT		
88506	VISA*	TV/MOUNT/BOARD OFFICE 100-111	3103-0514	293.98
TOTAL:				11,786.94

TAZEWELL COUNTY

Claims Docket  
Expenditure Accounts

A20300  
05/14/2014

Page 5  
VEG  
09:44:35

CIRCUIT CLERK (100-121)

Comty

Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
100-121-522-030	BOOKS & RECORDS		
43	THOMSON REUTERS-WEST*	IL CRIM LAW,PROC PHPLT 100-121 829389131	103.50
90	DES MOINES STAMP MFG CO*	STAMP 100-121 1012087	27.30
TOTAL:			<u>130.80</u>

Proceedings from Tazewell County Board meeting held this 28th day of May, 2014

TAZEWELL COUNTY  
 Claims Docket  
 Expenditure Accounts

PUBLIC DEFENDER (100-123)

Comty	Vend-No	Vend-Name		Invoice-Numb	Expense-Amount
	100-123-522-030		BOOKS & RECORDS GRANT		
	43	THOMSON REUTERS-WEST*	IL CRIM LAW BOOKS 100-123	829385323	207.00
	100-123-533-300		MILEAGE GRANT		
	1227	BERNARDI*FRED A	SEMINAR/MILEAGE 100-123	1227-0514	75.04
	100-123-533-910		EDUCATION & TRAINING GRANT		
	8922	PALUSKA*LARRY G	REIMB PD SEMINAR 100-123	5662	175.00
	92203	HOPPOCK*MATTHEW	REIMB TRAFFIC SEMINAR 100-123	580	195.00
	100-123-533-971		ASST. PUBLIC DEFENDER OFFICE		
	1211	PALUSKA*LARRY G	OFFICE EXP REIMB 100-123	1231-0514	900.00
	10092	MADISON*ANGELA	OFFICE EXP REIMB 100-123	10092-0514	575.00
	11449	LONERGAN*JOHN	OFFICE EXP REIMB 100-123	11449-0514	575.00
	16264	THOMAS*DALE	OFFICE EXP REIMB 100-123	16264-0514	575.00
	69692	DLUSKI*AIMEE	OFFICE EXP REIMB 100-123	69692-0514	500.00
	73182	TAYLOR ATTN*LUKE	OFFICE EXP REIMB 100-123	73182-0514	500.00
	73185	BRADSHAW*JAMES D	OFFICE EXP REIMB 100-123	73185-0514	500.00
	8821	HOPPOCK*MATTHEW	OFFICE EXP REIMB 100-123	88721-0514	750.00
	97673	VONACHEN LAWLESS TRAGER & SLEVIN*	OFFICE EXP REIMB 100-123	97673-0514	575.00
	99638	LYNCH ESQ*PETER J	OFFICE EXP REIMB 100-123	99638-0514	500.00
	99639	BEMBENEK*JOSEPH J	OFFICE EXP REIMB 100-123	99639-0514	750.00
	101264	KELLER*JULIE	OFFICE EXP REIMB 100-123	101264-0514	575.00
				TOTAL:	7,927.04

Proceeding from Official Court Records dated 28th day of May, 2014



Claims Docket  
Expenditure Accounts

A20300  
05/14/2014

Comty STATES ATTORNEY (100-124)

Vend-No	Vend-Name		Invoice-Numb	Expense-Amount
100-124-522-010 OFFICE SUPPLIES				
735	BURSON*DAWN	BLK FOAM BOARD 100-124	735-0514	5.39
99072	LEGGE*KATE	JOURNAL/TABS 100-124	99072-0514	32.99
99072	LEGGE*KATE	LAMINATED POSTERS 100-124	99072-0514A	20.97
100-124-522-030 BOOKS & RECORDS				
43	THOMSON REUTERS-WEST*	3/14 WESTLAW 100-124	829302895	750.21
43	THOMSON REUTERS-WEST*	LAW BOOKS 100-124	829395485	776.25
146	JOURNAL STAR*	NEWSPAPER SA 100-124	1059159-0514	270.40
100-124-533-050 LEGAL SERVICES				
96866	STATE'S ATTORNEYS APPELLATE PROS*	SHERIFF 100-124	15727	75.00
71874	HUSCH BLACKWELL LLP*	PROF SVC SHERIFF 100-124	2119823	93.00
100-124-533-140 COURT REPORTING FEES				
2189	SHANE*JULIA	MAY GRAND JURY 100-124	050114	351.00
4589	LEE CSR*DONNA M	TRANSCRIPT 100-124	14-DT-27	43.50
70750	WINN CRS*LORI	GRAND JURY 100-124	041714	366.50
70750	WINN CRS*LORI	TRANSCRIPT 100-124	70750-0514	36.50
100-124-533-400 LEGAL NOTICES				
148	JOURNAL STAR*	14-JA-9 100-124	IN874385	54.60
148	JOURNAL STAR*	14-JA-32 100-124	IN876999	56.94
148	JOURNAL STAR*	12-JA-81 100-124	IN880521	226.98
148	JOURNAL STAR*	14-JA-33,34 100-124	INV883682	56.16
TOTAL:				3,216.39
100-124-522-140 PROF. DUES & INSURANCE				
11156	NOTARY PUBLIC ASSOC OF IL	BURSON NOTARY RENEWAL 100-124		49.00
11156	NOTARY PUBLIC ASSOC OF IL	MCKINLEY 2ND PMT ON NOTARY 100-124		49.00

CHECK# 4734 4/25/14  
CHECK# 4735 4/25/14

MANUAL TOTAL: 98.00

GRAND TOTAL: 3,314.39

Proceedings from Court Reporting of May 2014

Claims Docket  
Expenditure Accounts

JURY COMMISSION (100-125)

Comty	Vend-No	Vend-Name		Invoice-Numb	Expense-Amount
100-125-533-300			MILEAGE		
3070		KOPP*SANDRA K		JURY BUSINESS 100-125	
				3070-0514	15.68
				TOTAL:	<u>15.68</u>

Proceedings from Tazewell County Board meeting held this 28th day of May, 2014

Claims Docket  
Expenditure Accounts

EXTERNAL AUDIT (100-150)

Comty	Vend-No	Vend-Name		Invoice-Numb	Expense-Amount
	100-150-533-100		EXTERNAL AUDIT FEE		
	1237	CLIFTON LARSON ALLEN*	5TH PROGRESS BILLING 100-150	833703	15,000.00
	100-150-533-140		GASB 34 CONSULTING		
	102886	THE NYHART COMPANY*	ACTUARY 100-150	101990	4,500.00
				TOTAL:	<u>19,500.00</u>

Proceedings from Tazewell County Board meeting held this 28th day of May, 2014

TAZEWELL COUNTY  
 Claims Docket  
 Expenditure Accounts

Comty COUNTY CLERK (100-152)

Vend-No	Vend-Name		Invoice-Numb	Expense-Amount
100-152-522-080		ELECTION SUPPLIES		
146	JOURNAL STAR*	SHORT PYMT INV#139925 100-152	139925A	138.84
158	DEER CREEK TOWNSHIP*	ELEC TWNSHP STMNT 100-152	158-0514	56.00
7311	VERIZON WIRELESS*	ELECT JUDGES PHONE 100-152	9723381429	75.45
61068	WIEGAND*COREY	MAR ELEC SPUSR STMT 100-152	61068-0514	69.12
82215	LIBERTY SYSTEMS LLC*	ELEC SUPPLIES SHIPPING 100-152	3091	3,055.00
100-152-533-410		PRINTING		
158	MIDLAND PAPER*	PAPER SUPPLIES 100-152	35J20180	1,564.91
			TOTAL:	<u>4,959.32</u>

Board meeting held this 28th day of May, 2014  
 from Tazewell County Board meeting held this 28th day of May, 2014

TAZEWELL COUNTY  
 Claims Docket  
 Expenditure Accounts

**TREASURER (100-155)**

Comty	Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
	100-155-522-010	OFFICE SUPPLIES		
	18465	STAPLES ADVANTAGE*	3228814760	27.43
		NOTARY STAMP (ELICIA) 100-155		
	100-155-533-710	OFFICE EQUIPMENT MAINTENANCE		
	80330	WALZ LABEL AND MAILING*	5937A	375.00
		SUPPLIES 100-155		
			TOTAL:	402.43

Proceedings from Tazewell County Board meeting held this 28th day of May, 2014

TAZEWELL COUNTY  
Claims Docket  
Expenditure Accounts

Comty **ASSESSMENTS (100-157)**  
Vend-No Vend-Name

Invoice-Numb Expense-Amount

100-157-522-100	GASOLINE			
17631	TAZEWELL COUNTY HIGHWAY*	APR GAS 100-157	81050	47.70
			TOTAL:	<u>47.70</u>

Proceedings from Tazewell County Board meeting held this 28th day of May, 2014



Claims Docket  
Expenditure Accounts

## COMMUNITY DEVELOPMENT (100-161)

Comty	Vend-No	Vend-Name		Invoice-Numb	Expense-Amount
	100-161-522-010		OFFICE SUPPLIES		
	70739	VISA*	BATTERIES 100-161	1339-0514	50.85
	100-161-522-100		GASOLINE		
	17631	TAZEWELL COUNTY HIGHWAY*	APR GAS 100-161	81042	167.36
	77739	CITY OF PEKIN*	FEB GAS 100-161	9910407	64.26
	100-161-522-140		DUES & SUBSCRIPTIONS		
	100890	IAFSM - IL ASSOC FOR FLOODPLAIN &* MEMBERSHIP-JW 100-161		5228692	25.00
	100890	IAFSM - IL ASSOC FOR FLOODPLAIN &* MEMBERSHIP-KD 100-161		5228708	25.00
	100-161-533-055		TRI CO REGIONAL PLANNING COM		
	12233	TRI-COUNTY REGIONAL PLANNING COMM* 2ND QUARTER PMT 100-161		22644	2,500.00
	100-161-533-060		APPEAL BOARD		
	100667	NEWMAN*JAMES A	APR/MAY MILEAGE 100-161	10667-0514	44.80
	19536	ZIMMERMAN*KENNETH L	MAY MILEAGE 100-161	19536-0514	17.92
	63839	BAUM*JOAN K	MAY MILEAGE 100-161	63839-0514	48.72
	66724	WEBB*JOHN P	MAY MILEAGE 100-161	66724-0514	7.84
	70579	LESSEN*DUANE	MAY MILEAGE 100-161	70579-0514	20.16
	82736	NAUMAN CSR RMR*ARLENE H	APR ZBA TRANSCRIPT 100-161	82736-0514	148.00
	100-161-533-300		MILEAGE		
	14287	DEININGER*KRISTAL	APR/MAY MILEAGE 100-161	148-0414	64.40
	100-161-533-400		LEGAL NOTICES		
	10290	PEKIN DAILY TIMES*	MAY LEGAL NOTICE 100-161	128308	127.40
	12100	COURIER NEWSPAPERS*	MAY LEGAL NOTICE 100-161	13107E	56.70
	1251	COURIER NEWSPAPERS*	MAY LEGAL NOTICE 100-161	316	104.90
	100-161-533-980		BUILDING CODE INSPECTIONS		
	1382	CITY OF EAST PEORIA*	APR BLDG CODE INSPECT 100-161	129	1,168.50
	100-161-533-981		ADDRESSING SERVICES		
	711	HULLCRANZ*STEVE	3RD QUARTER PMT 100-161	711-0514	800.00
TOTAL:					5,441.81



Claims Docket  
 Expenditure Accounts

**BUILDING ADMINISTRATION (100-181)**

Comty	Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
	100-181-522-080	CLEANING SERVICE SUPPLIES		
	2981	AMSAN LLC* SUPPLIES 100-181	308970250	649.20
	2981	AMSAN LLC* SUPPLIES 100-181	310231808	110.38
	2981	AMSAN LLC* SUPPLIES 100-181	310616966	731.94
	2981	AMSAN LLC* SUPPLIES 100-181	310716261	527.10
	100-181-533-010	PROPERTY TAXES		
	82211	TAZEWELL COUNTY COLLECTOR* 407 ELIZABETH ST 100-181	04-04-34-440016	1,322.42
	82211	TAZEWELL COUNTY COLLECTOR* 409 ELIZABETH ST 100-181	04-04-34-440017	1,222.14
	82211	TAZEWELL COUNTY COLLECTOR* 411 ELIZABETH ST 100-181	04-04-34-440018	1,541.74
	82211	TAZEWELL COUNTY COLLECTOR* 34 4TH ST 100-181	04-04-34-445007	1,885.80
	82211	TAZEWELL COUNTY COLLECTOR* 15 S CAPITOL ST 100-181	040434438020	11,410.20
	100-181-533-030	JANITORIAL SERVICE		
	74	TCRC INC* CLN MCK,TAZ,EMA 100-181	015252	2,346.76
	10422	VONACHEN SERVICES INC* APR CLN SVC CRTHSE 100-181	18985	3,100.00
	10422	VONACHEN SERVICES INC* APR CLN OPO 100-181	18986	1,400.00
	10422	VONACHEN SERVICES INC* APR CLN FLOORS 100-181	18988	1,500.00
	100-181-533-151	ARCHITECTURAL CONSULTANT		
	66339	JOST/BECKER/JOST ARCHITECTS* ROOF PROJECT HLTH/OPO100-181	2014-P-03	1,872.50
	66339	JOST/BECKER/JOST ARCHITECTS* REPAIR PROJECT MCK BLD 100-181	2014-P-04	2,783.40
	100-181-533-200	TELEPHONE		
	100	AT&T* SHERIFF 100-181	6946317-0514	59.15
	100	AT&T* EMA 100-181	Z125457-0514	200.81
	100	AT&T* EMA 100-181	Z990747-0514	134.85
	100	AT&T* EMA 100-181	9252271-0514	42.96
	222	FRONTIER* DARE/EMA 100-181	3470930-0514	42.23
	222	FRONTIER* DARE/EMA 100-181	4772787-0514	69.38
	222	FRONTIER* SUBSTATION 100-181	7451307-0514	37.36
	222	FRONTIER* EMA FAX 100-181	9252271-0514	73.87
	222	FRONTIER* EMA FAX 100-181	9253631-0514	35.06
	222	FRONTIER* FY14 SHERIFF 100-181	9254107-0514	92.35
	222	FRONTIER* EMA FAX 100-181	L002412-0514	55.09
	5411	CENTURYLINK* SHERIFF PRIVATE LINE 100-181	304070156-0514	45.68
	100-181-533-202	CELLULAR & PAGER SERVICE		

Printed on this date  
 238

Claims Docket  
 Expenditure Accounts

**BUILDING ADMINISTRATION (100-181)**

Comty	Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
	56	USA MOBILITY WIRELESS INC*	COUNTY PAGERS 100-181	X3528775E 36.54
	100-181-533-620	ELECTRIC & GAS		
	7	AMEREN ILLINOIS*	334 ELIZABETH ST 100-181	0432120171-0514 296.56
	7	AMEREN ILLINOIS*	15 S CAPITOL ST 100-181	1030794006-0514 47.50
	7	AMEREN ILLINOIS*	15 S CAPITOL ST 100-181	1329512003-0514 60.47
	7	AMEREN ILLINOIS*	15 S CAPITOL ST 100-181	1606759006-0514 53.00
	7	AMEREN ILLINOIS*	19 S CAPITOL ST 100-181	2598576014-0514 55.74
	7	AMEREN ILLINOIS*	15 S CAPITOL ST 100-181	3488850005-0514 38.00
	7	AMEREN ILLINOIS*	9 S CAPITOL ST 100-181	3518116027-0514 90.43
	7	AMEREN ILLINOIS*	FY14 11 S 4TH ST 100-181	4109289052-0514 2,510.37
	7	AMEREN ILLINOIS*	334 ELIZABETH ST 100-181	6123448013-0514 91.00
	7	AMEREN ILLINOIS*	11 S CAPITOL ST 100-181	6246615000-0514 31.10
	7	AMEREN ILLINOIS*	FY14 416 COURT ST 100-181	7027064571-0514 340.75
	7	AMEREN ILLINOIS*	17 S CAPITOL ST 100-181	7634524015-0514 61.16
	7	AMEREN ILLINOIS*	15 S CAPITOL ST 100-181	8352035006-0514 267.46
	7	AMEREN ILLINOIS*	15 S CAPITOL ST UNIT B 100-181	8984208007-0514 68.65
	7	AMEREN ILLINOIS*	FY14 416 COURT ST 100-181	9337035532-0514 123.69
	7	AMEREN ILLINOIS*	15 S CAPITOL ST 100-181	9551284000-0514 39.58
	7	AMEREN ILLINOIS*	FY14 360 COURT ST 100-181	9569812254-0514 365.20
	84667	NOBLE AMERICAS ENERGY SOLUTIONS*	ACCT#192203 100-181	3565516-0514 4,072.52
	100-181-533-630	WATER		
	21	ILLINOIS AMERICAN WATER COMPANY*	21302 IL RT 9 100-181	1081601-0514 18.18
	21	ILLINOIS AMERICAN WATER COMPANY*	21304 IL RT 9 RANGE 100-181	1081632-0514 20.29
	21	ILLINOIS AMERICAN WATER COMPANY*	334 ELIZABETH ST 100-181	1173463-0514 69.97
	21	ILLINOIS AMERICAN WATER COMPANY*	FY14 334 ELIZABETH ST 100-181	2281091-0514 137.11
	21	ILLINOIS AMERICAN WATER COMPANY*	FY14 360 COURT ST 100-181	2281718-0514 178.16
	21	ILLINOIS AMERICAN WATER COMPANY*	FY14 11 S 4TH ST 100-181	2281787-0514 188.98
	21	ILLINOIS AMERICAN WATER COMPANY*	FY14 414-418 COURT ST 100-181	2282148-0514 55.99
	21	ILLINOIS AMERICAN WATER COMPANY*	9 S CAPITOL ST 100-181	3844600-0514 133.07
	75820	FIVE STAR WATER*	GROUP WATER BILL 100-181	92429-0514 204.25
	100-181-533-640	PEST CONTROL		
	9	MARKLEY'S PEST ELIMINATION*	MCKENZIE BLD 100-181	234034 75.00
	9	MARKLEY'S PEST ELIMINATION*	EMA BLD 100-181	234108-0514 30.00
	9	MARKLEY'S PEST ELIMINATION*	OLD POST OFFICE 100-181	234194 45.00
	100-181-533-660	GARBAGE COLLECTION		

Proceedings from Tazewell County Board meeting held on 5/14/2014

Claims Docket  
 Expenditure Accounts

**BUILDING ADMINISTRATION (100-181)**

Comty	Vend-No	Vend-Name	Invoice-Num	Expense-Amount
	66418	X WASTE INC*	GUN RANGE 100-181	229766 19.57
	66418	X WASTE INC*	MCKENZIE BLD 100-181	229767 183.34
	66418	X WASTE INC*	OLD POST OFFICE 100-181	229768 79.72
	66418	X WASTE INC*	TAZEWELL BLD 100-181	229769 41.20
	66418	X WASTE INC*	EMA BLD 100-181	229770 41.20
	66418	X WASTE INC*	MONGE BLD 100-181	229771 53.00
	100-181-533-720	BUILDING MAINTENANCE		
	17	GRIMM ELECTRIC INC*	TRACK LIGHTING CRTHSE 100-181	TC23-14 877.34
	70	TUCKER PLUMBING*	REPLACE TOILET MONGE 100-181	14-782 568.00
	70	TUCKER PLUMBING*	RPR DRAIN MCK BLD 100-181	14-812 190.00
	27	NIEMANN FOODS INC*	KEYS 100-181	7891/3 23.88
	33	GRAINGER*	SIGN POST 100-181	9432396241 62.38
	11	STEVE GEBERIN WINDOW CLEANING*	WINDOW CLEAN/MCK BLD 100-181	9162-8 47.00
	100422	VONACHEN SERVICES INC*	CLN FLOOR/MCK BLD 100-181	19021 730.00
	100-181-533-731	MECHANICAL EQUIP. MAINTENANCE		
	60	G & B MECHANICAL HEATING & COOLING RPR BOILER PUMP 100-181	1366	726.60
	60	G & B MECHANICAL HEATING & COOLING SPRING START CHILLER 100-181	1388	1,311.50
	100-181-533-733	ELEVATOR MAINTENANCE		
	10	KONE INC*	APR MAINT COVERAGE 100-181	221468523 533.99
	10	KONE INC*	APR MONGE BLD 100-181	221468524 33.94
	100-181-533-770	GROUNDS MAINTENANCE		
	33	MCKEOWN*CHARLES R	FERTILIZER/CRABGRASS 100-181	570991 68.20
	100-181-544-100	CAPITAL PROJECTS		
	10	SPRINGFIELD ELECTRIC SUPPLY CO*	EMERGENCY LIGHTS 100-181	S4299254.001 402.75
	10	SPRINGFIELD ELECTRIC SUPPLY CO*	EMERGENCY LIGHTS 100-181	S4299254.002 1,074.00
			TOTAL:	50,165.70

**100-181-533-200 TELEPHONE**

5411	CENTURYLINK	MO. SERVICE	100-181	4,686.14	CHECK#4736	4/25/14
68782	GREAT AMERICA LEASING	MO. SERVICE	100-181	4,340.67	CHECK#4752	5/9/14
92210	HEART TECHNOLOGIES, INC	MO. SERVICE	100-181	99.29	CHECK#4753	5/9/14

**100-181-533-202 CELLULAR & PAGER SERVICE**

7311	VERIZON WIRELESS	MO. SERVICE	100-181	4,828.93	CHECK#4759	5/9/14
				MANUAL TOTAL:	13,955.03	
				GRAND TOTAL:	64,120.73	

Proceedings from the Board of Health of this County on May 10, 2014

Claims Docket  
 Expenditure Accounts

JUSTICE CENTER (100-182)

Comty	Vend-No	Vend-Name	Invoice-Num	Expense-Amount
	100-182-522-080	CLEANING SERVICE SUPPLIES		
	5	ATLAS SUPPLY COMPANY*	SUPPLIES 100-182	493.05
	5	ATLAS SUPPLY COMPANY*	SUPPLIES 100-182	1,013.70
	2981	AMSAN LLC*	SUPPLIES 100-182	717.28
	2981	AMSAN LLC*	SUPPLIES 100-182	902.33
	12223	NAPA AUTO PARTS*	BATTERIES 100-182	221.32
	89011	SUNRISE SUPPLY*	SUPPLIES 100-182	711.92
	89011	SUNRISE SUPPLY*	SUPPLIES 100-182	48.81
	89011	SUNRISE SUPPLY*	SUPPLIES 100-182	416.61
	89011	SUNRISE SUPPLY*	SUPPLIES 100-182	53.81
	89011	SUNRISE SUPPLY*	SUPPLIES 100-182	545.40
	100-182-522-710	SALT		
	18077	HEART OF ILLINOIS SALT SERVICE*	SOFTENER SALT 100-182	347.50
	100-182-533-030	JANITORIAL SERVICE		
	100422	VONACHEN SERVICES INC*	APR CLEANING/JC BLD 100-182	4,200.00
	100-182-533-620	ELECTRIC/GAS		
	84067	NOBLE AMERICAS ENERGY SOLUTIONS*	ACCT#192203 100-182	5,517.86
	100-182-533-630	WATER		
	769	PURITAN SPRINGS WATER*	WATER /MAINT 100-182	10.73
	218	ILLINOIS AMERICAN WATER COMPANY*	101 S CAPITOL ST 100-182	1,017.87
	218	ILLINOIS AMERICAN WATER COMPANY*	101 S CAPITOL ST 100-182	69.97
	100-182-533-640	PEST CONTROL		
	9	MARKLEY'S PEST ELIMINATION*	JUSTICE CENTER 100-182	120.00
	100-182-533-660	GARBAGE COLLECTION		
	67	WASTE MANAGEMENT*	JUSTICE CENTER 100-182	520.82
	100-182-533-720	BUILDING MAINTENANCE		
	17	GRIMM ELECTRIC INC*	INSTALL OUTLET-JCCR 100-182	696.00
	17	GRIMM ELECTRIC INC*	RPR PRK LOT LIGT TIMR 100-182	2,784.00
	70	TUCKER PLUMBING*	REPR PLUMBING KITCHEN 100-182	235.00
	70	TUCKER PLUMBING*	RPR WATER LEAK/D-POD 100-182	183.00
	80	MENARDS*	SUPPLIES 100-182	380.69

Paid by County Board meeting held this 28th day of May, 2014  
 241

Claims Docket  
Expenditure Accounts

JUSTICE CENTER (100-182)

Comty Vend-No	Vend-Name		Invoice-Numb	Expense-Amount
3398	GRAINGER*	ABSORB SOCKS 100-182	815401203A	116.82
3398	GRAINGER*	SPILL BERM 100-182	9427927273	710.55
11161	STEVE GEBERIN WINDOW CLEANING*	WINDOW CLEANING/JC BLD 100-182	9162-8A	103.00
67445	GRAYBAR ELECTRIC COMPANY INC*	EXIT LIGHTS 100-182	972410547	369.56
69472	KLEEN AIR FILTER CO*	AIR FILTERS 100-182	KA28761	1,195.88
71382	ENTEC SERVICES INC*	QUARTERLY BILLING 100-182	SIN003946	2,523.00
72888	NEGWER MATERIALS INC*	CEILING TILE 100-182	PEO3098214-00	400.00
100-182-533-731		MECHANICAL EQUIP. MAINT		
7026	JOHNSON MECHANICAL SERVICE INC*	RPR STEAM TABLE 100-182	28828	195.22
100-182-533-733		ELEVATOR MAINTENANCE		
10003	KONE INC*	APR MAINT COVERAGE 100-182	221468523A	333.99
			TOTAL:	<u>27,155.69</u>

Proceedings from Tazewell County Board meeting held this 28th day of May, 2014

Claims Docket  
 Expenditure Accounts

**SHERIFF (100-211)**

Comty	Vend-No	Vend-Name	Invoice-Num	Expense-Amount
	100-211-522-010	OFFICE SUPPLIES		
	734	QUILL CORPORATION*	ELEC STAPLER 100-211	2088425 65.69
	734	QUILL CORPORATION*	END TAB FILE FOLDER 100-211	2124644 167.82
	734	QUILL CORPORATION*	SUPPLIES 100-211	2448383 107.79
	734	QUILL CORPORATION*	SUPPLIES 100-211	2629185 275.22
	90009	VISA*	CAM CHARGER/BATTERY 100-211	1011-0514 43.99
	100-211-522-011	FIELD SUPPLIES		
	12409	GALLS/QUARTERMASTER*	CPR MASKS 100-211	1866966 55.00
	20066	GETZ FIRE EQUIPMENT*	REFILL FIRE EXT 100-211	11-663050 67.50
	25000	ALCOPRO INC*	FST MOUTHPIECES 100-211	175438-IN 131.00
	34002	P F PETTIBONE & CO*	CITATIONS 100-211	30652 443.05
	48001	SIVERTSEN REPORTING SERVICE, PC*	INTERVIEW TRANSCRIPTS 100-211	16234 118.20
	100-211-522-030	BOOKS & RECORDS		
	61071	CITY DIRECTORIES*	2 PEKIN CITY DIRECT 100-211	83488230 510.00
	100-211-522-050	MEDICAL SUPPLIES		
	48008	PEKIN HOSPITAL*	MAR INMATE LAB WORK 100-211	48-0514 5.10
	23008	PEKIN PRESCRIPTION LAB INC*	APR INMATE DRUGS 100-211	238-0514 798.63
	24007	PRAXAIR DISTRIBUTION INC-465*	JAIL OXYGEN 100-211	49263368 22.52
	69006	MOBILE DIAGNOSTIC INC*	INMATE X-RAY 100-211	3546 150.00
	68093	MOORE MEDICAL LLC*	JAIL MEDICAL SUPPLIES 100-211	98152321I 421.95
	99065	VISA*	APR INMATE DRUGS 100-211	4555-0414 1,317.12
	100-211-522-080	CRIME PREVENTION		
	84082	CREATIVE PRODUCT SOURCING INC*	DARE MEDALLIONS 100-211	72591 85.00
	100-211-522-100	GASOLINE & OIL		
	24000	SHERIFF'S PETTY CASH*	SQUAD FUEL 100-211	240-0514 69.26
	24000	SHERIFF'S PETTY CASH*	SQUAD FUEL 100-211	240-0514A 63.50
	24200	BP*	APR SQUAD FUEL 100-211	41162720 263.51
	17631	TAZEWELL COUNTY HIGHWAY*	APR 14 FUEL SHERIFF 100-211	81045 14,842.98
	17631	TAZEWELL COUNTY HIGHWAY*	APR14 FUEL STATES ATTY 100-211	81049 131.98
	96808	VISA*	SQUAD FUEL 100-211	5446-0514 78.25
	99365	VISA*	APR SQUAD FUEL 100-211	4555-0414B 271.11
	100-211-522-110	UNIFORMS & CLOTHING		

Proceeds from  
 County  
 Board  
 Meeting  
 Held  
 28th  
 day  
 of  
 May  
 2013

TAZEWELL COUNTY  
Claims Docket  
Expenditure Accounts

**SHERIFF (100-211)**

Comty Vend-No	Vend-Name		Invoice-Numb	Expense-Amount
51	RILEY*LINDA	ROBISON 100-211	1352	139.95
51	RILEY*LINDA	RABB 100-211	1355	188.95
1249	GALLS/QUARTERMASTER*	ROBISON 100-211	1871199	54.99
2184	RAY O'HERRON CO INC*	MERRILL 100-211	1420684-IN	133.18
2184	RAY O'HERRON CO INC*	MERRILL 100-211	1424683-IN	82.18
15560	GT DISTRIBUTORS-AUSTIN*	KEEN 100-211	489950	19.95
62083	T-SHIRT HOUSE*	UNIFORM BECHTEL 100-211	61118	125.00
99973	CHEAPER THAN DIRT*	HELMIG 100-211	10035237	187.01
100-211-522-140		DUES & SUBSCRIPTIONS		
43	THOMSON REUTERS-WEST*	APR INFO CHARGES 100-211	829479533	147.95
100-211-533-020		K-9 EXPENSES		
50	RAY ALLEN MANUFACTURING LLC*	K-9 SUPPLIES 100-211	304273	73.96
100-211-533-050		HEALTH PROFESSIONALS, LTD		
3706	CORRECTIONAL HEALTHCARE COMPANIES	JUN INMATE HEALTHCARE 100-211	IL0031MC0614	22,240.10
3706	CORRECTIONAL HEALTHCARE COMPANIES	JUN MENTAL HEALTHCARE 100-211	IL0035MC0614	2,675.43
100-211-533-060		PRISONERS FOOD		
74027	A'VIANDS LLC*	4/1-4/5/14 INMATE MEAL 100-211	70791	3,292.25
74027	A'VIANDS LLC*	4/6-4/12 INMATE MEAL 100-211	70917	4,872.47
74027	A'VIANDS LLC*	4/13-4/19 INMATE MEALS 100-211	70977	5,354.32
74027	A'VIANDS LLC*	4/20-4/26 INMATE MEALS 100-211	71134	5,464.79
74027	A'VIANDS LLC*	4/27-4/30 INMATE MEALS 100-211	71136	3,198.63
74027	A'VIANDS LLC*	PLTS/CUPS/SILVERWARE 100-211	71495	54.75
74027	A'VIANDS LLC*	5/1-5/3 INMATE MEALS 100-211	71561	2,217.24
100-211-533-700		VEHICLE MAINTENANCE		
228	RAY DENNISON CHEVROLET INC*	ACCT#2503 REPAIR 12-4 100-211	CVCS386026	455.01
228	RAY DENNISON CHEVROLET INC*	ACCT#2503 REPAIR 10-7 100-211	CVCS389943	316.24
720	PEKIN DOWNTOWN CAR WASH*	DETAIL K-9 UNIT 100-211	900058	135.00
70733	COLLISION REVISION OF PEKIN*	S90-25 REPAIR 100-211	551072	366.39
90195	BEST AUTOMOTIVE*	MAINT TIRE/BAL SC-2 100-211	2218	74.98
90195	BEST AUTOMOTIVE*	BRAKES 13-11 100-211	2219	575.86
90195	BEST AUTOMOTIVE*	MAINT 10-7 100-211	2220	42.99
90195	BEST AUTOMOTIVE*	MAINT 14-3 100-211	2221	42.99
90195	BEST AUTOMOTIVE*	BRAKES 12-2 100-211	2222	388.78
90195	BEST AUTOMOTIVE*	MAINT 14-4 100-211	2223	42.99

Pending from Tazewell County Sheriff's Office of Mendota, Illinois  
 244

Claims Docket  
 Expenditure Accounts

Comty **SHERIFF (100-211)**

Vend-No	Vend-Name	Invoice-Num	Expense-Amount	
90195	BEST AUTOMOTIVE*	BRAKES/BATTERY 13-2 100-211 2224	614.99	
90195	BEST AUTOMOTIVE*	BRAKES/INST TIRE/MAINT 100-211 2225	458.77	
90195	BEST AUTOMOTIVE*	MAINT D-5 100-211 2226	42.99	
90195	BEST AUTOMOTIVE*	OIL FILTER 13-8 2227	10.98	
90195	BEST AUTOMOTIVE*	MAINT 11-4 100-211 2228	42.99	
90195	BEST AUTOMOTIVE*	MAINT 12-11 100-211 2229	42.99	
90195	BEST AUTOMOTIVE*	BRAKES 12-5 100-211 2230	703.80	
90195	BEST AUTOMOTIVE*	SUPPLIES RADIO SHACK 100-211 1011-0514A	9.48	
90009	VISA*	SQUAD WASHES 100-211 1405-2046	130.00	
91111	LET IT SHINE LLC*			
100-211-533-760 RADIO MAINTENANCE				
237	MOYER ELECTRONICS INC*	RPL LEDS/PLASTIC CK 100-211 11551	300.50	
85053	E & S COMMUNICATONS INC*	SET UP NEW K-9 SQUAD 100-211 14-148	2,822.42	
85053	E & S COMMUNICATONS INC*	13-4 REPAIR 100-211 14-149	75.00	
85053	E & S COMMUNICATONS INC*	STRIP OUT OLD JAIL VAN 100-211 14-179	262.50	
85053	E & S COMMUNICATONS INC*	SET UP NEW JAIL VAN 100-211 14-180	488.70	
85053	E & S COMMUNICATONS INC*	LABOR/GUN LOCK TIMER 100-211 14-185	187.50	
85053	E & S COMMUNICATONS INC*	LABOR/NEW JAIL VAN 100-211 14-188	225.00	
100-211-544-001 MISC EQUIPMENT				
2184	RAY O'HERRON CO INC*	BALISTIC VESTS 100-211 1422437-IN	7,682.90	
			TOTAL:	87,572.01
100-211-522-011 FIELD SUPPLIES				
827	SECRETARY OF STATE	TITLE & PLATES-SC3 100-211	196.00	CHECK #4757 5/9/14
827	SECRETARY OF STATE	STICKER-SC1 100-211	101.00	CHECK #4758 5/8/14
100-211-544-300 SQUAD CARS				
61441	MAVRON INC.	INSTALL VAN TRANSPORT INSERT 100-211	4,000.00	CHECK #4744 4/30/14
			MANUAL TOTAL:	4,297.00
			GRAND TOTAL:	91,869.01

Preceding from 100-211-533-760  
 237  
 85053  
 85053  
 85053  
 85053  
 85053  
 85053  
 85053  
 85053  
 2184  
 100-211-522-011  
 827  
 827  
 100-211-544-300  
 61441  
 held this 28th day of May 2014



Claims Docket  
Expenditure Accounts

Comty E.M.A (100-213)

Vend-No	Vend-Name		Invoice-Numb	Expense-Amount
100-213-533-300 MILEAGE				
18504	COOK*DAWN M	APR MILEAGE 100-213	18504-0514	239.68
18504	COOK*DAWN M	PCOM MEETING/WE CARE 100-213	18504-0514A	71.68
100-213-533-360 EMERGENCY CALL				
2909	CHRISTMAN*MICHAEL	8 EMA CALL OUTS 100-213	TC81-0514	48.00
3003	MILLER*SCOTT A	3 EMA CALL OUTS 100-213	TC202-0514	18.00
9388	STONE*BILL	5 EMA CALL OUTS 100-213	TC232-0514	30.00
10013	HANDKE*RON	8 EMA CALL OUTS 100-213	TC62-0514	48.00
10053	ELLIOTT*ARTHUR R	2 EMA CALL OUTS 100-213	TC100-0514	12.00
11128	PETERSON*FRED W	8 EMA CALL OUTS 100-213	TC125-0514	48.00
12040	TACKETT*BRIAN	2 EMA CALL OUTS 100-213	TC69-0514	12.00
12046	STOCK*TOM	3 EMA CALL OUTS 100-213	TC249-0514	18.00
14026	HEDIGER*MIKE	3 EMA CALL OUTS 100-213	TC222-0514	18.00
14062	REED*TIMOTHY N	2 EMA CALL OUTS 100-213	TC103-0514	12.00
14045	COGGINS*HAROLD	1 EMA CALL OUT 100-213	TC216-0514	6.00
61091	COLLETT*BRYAN	13 EMA CALL OUTS 100-213	TC330-0514	78.00
64195	HASLETT*ROBERT	2 EMA CALL OUTS 100-213	TC245-0514	12.00
64196	HASLETT*KAY	1 EMA CALL OUT 100-213	TC246-0514	6.00
68111	SHIRLEY*MATTHEW	1 EMA CALL OUT 100-213	TC237-0514	6.00
68060	MISHLER*NICK	4 EMA CALL OUTS 100-213	TC211-0514	24.00
73031	GILLS JR*ROBERT S	1 EMA CALL OUT 100-213	TC275-0514	6.00
74484	HEUCK*ERIK B	2 EMA CALL OUTS 100-213	TC123-0514	12.00
78007	KUJAWA*JOHN	2 EMA CALL OUTS 100-213	TC338-0514	12.00
78034	BURNS*MICHAEL	9 EMA CALL OUTS 100-213	TC317-0514	54.00
78035	CLOTHIER*CHARLES	6 EMA CALL OUTS 100-213	TC316-0514	36.00
78098	EDIE*MICHAEL D	1 EMA CALL OUT 100-213	TC322-0514	6.00
82013	HULLCRANZ*STEVE	3 EMA CALL OUTS 100-213	TC95-0514	18.00
82665	BUSH*BOB	1 EMA CALL OUT 100-213	TC333-0514	6.00
84551	GILLS*CANDICE	1 EMA CALL OUT 100-213	TC269-0514	6.00
84561	LAWSON*GARY	3 EMA CALL OUTS 100-213	TC101-0514	18.00
84563	REED*DANIEL	4 EMA CALL OUTS 100-213	TC102-0514	24.00
87841	BRALEY*GERALD	4 EMA CALL OUTS 100-213	TC120-0514	24.00
90094	SCHMIDGALL*R C	1 EMA CALL OUT 100-213	TC121-0514	6.00
92601	DEFORD*JIM	3 EMA CALL OUTS 100-213	TC329-0514	18.00
94807	CARTER*MICHAEL	10 EMA CALL OUTS 100-213	TC118-0514	60.00
94810	KOVAR*DAVID	6 EMA CALL OUTS 100-213	TC162-0514	36.00
94812	SUHS*MARK	1 EMA CALL OUT 100-213	TC107-0514	6.00

Claims Docket  
Expenditure Accounts

**E.M.A. (100-213)**

Comty	Vend-No	Vend-Name	Invoice-Num	Expense-Amount
	96092	GRANT*AUSTIN	7 EMA CALL OUTS 100-213	TC109-0514 42.00
	96093	HARPER*HEATH	5 EMA CALL OUTS 100-213	TC141-0514 30.00
	96094	DOBBELAIRE*KEVIN	10 EMA CALL OUTS 100-213	TC143-0514 60.00
	97348	SHOCK*BILL	4 EMA CALL OUTS 100-213	TC287-0514 24.00
	97401	MADDOX*BILL	8 EMA CALL OUTS 100-213	TC137-0514 48.00
	99559	MOOBERRY*DALE L	3 EMA CALL OUTS 100-213	TC155-0514 18.00
	99914	HUNTLEY*CRAIG	1 EMA CALL OUT 100-213	TC152-0514 6.00
	1000044	BORTOLUSSI*ROSE	5 EMA CALL OUTS 100-213	TC145-0514 30.00
	1000201	COOK*JARROD J	3 EMA CALL OUTS 100-213	TC112-0514 18.00
	1000891	RICHARDSON*JACOB	2 EMA CALL OUTS 100-213	TC105-0514 12.00
	1000892	GREVING*BEN	1 EMA CALL OUT 100-213	TC106-0514 6.00
	1000893	BUTLER*BERNIE	2 EMA CALL OUTS 100-213	TC113-0514 12.00
	1000894	WILLOWBY*ADAM	1 EMA CALL OUT 100-213	TC114-0514 6.00
	1000895	STROMBERGER*CONNIE	2 EMA CALL OUTS 100-213	TC115-0514 12.00
	1000896	CLOTHIER*DENISE	1 EMA CALL OUT 100-213	TC116-0514 6.00
	1000897	ALLEN*MARK	8 EMA CALL OUTS 100-213	TC160-0514 48.00
	1000898	GILLESPIE*JOHN	3 EMA CALL OUTS 100-213	TC180-0514 18.00
	1000899	BURNS*ALLY	7 EMA CALL OUTS 100-213	TC290-0514 42.00
	1000900	ELLIOTT*SHAWN	1 EMA CALL OUT 100-213	TC119-0514 6.00
	100-213-533-620	GAS & ELECTRIC		
	7	AMEREN ILLINOIS*	EMA 100-213	3468814495-0514 154.37
	7	AMEREN ILLINOIS*	SHERIFF DPT-REAR UNIT 100-213	5064963774-0514 139.32
	7	AMEREN ILLINOIS*	EMA 100-213	5918993212-0514 89.88
	7	AMEREN ILLINOIS*	EMA 100-213	8964336175-0514 32.63
	84167	NOBLE AMERICAS ENERGY SOLUTIONS*	EMA CALL OUTS 100-213	141280003565519 126.90
	100-213-533-740	PUBLIC AWARENESS CAMPAIGN		
	62083	T-SHIRT HOUSE*	SAR SHIRTS 100-213	61146 115.00
	62083	T-SHIRT HOUSE*	SAR SHIRTS 100-213	61147 117.00
TOTAL:				2,274.46

Public Hearing held this 28th day of May 2014

Claims Docket  
 Expenditure Accounts

Comty COURT SECURITY (100-214)

Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
100-214-533-000	CONTRACTUAL SERVICE		
230	MOYER ELECTRONICS INC* APR RADIO SVC CONTR 100-214	245372	240.00
1265	RAGAN COMMUNICATIONS INC* MAY CORONER RADIO SVC 100-214	11197	29.38
1265	RAGAN COMMUNICATIONS INC* MAY 14 RADIO SRV 100-214	11200	1,395.55
98039	OHIO CALIBRATION LABORATORIES* RADAR REPAIR 100-214	16608	492.00
TOTAL:			<u>2,156.93</u>

Proceedings from Tazewell County Board meeting held this 28th day of May, 2014

Claims Docket  
 Expenditure Accounts

PROBATION UPGRADE (100-230)

Comty	Vend-No	Vend-Name		Invoice-Numb	Expense-Amount
	100-230-522-010		OFFICE SUPPLIES		
	18465	STAPLES ADVANTAGE*	OFFICE SUPPLIES 100-230	3229606107A	67.27
	100-230-522-030		BOOKS & RECORDS		
	43	THOMSON REUTERS-WEST*	STATUETS BOOKS 100-230	829418167	621.00
	100-230-522-100		GASOLINE/OIL		
	17831	TAZEWELL COUNTY HIGHWAY*	APR FUEL 100-230	81048	203.85
	77439	CITY OF PEKIN*	FEB FUEL 100-230	9910406	674.62
	100-230-533-000		CONTRACTUAL SERVICE		
	77455	AAA CERTIFIED CONFIDENT SECURITY*	FILE DESTRUCTION 100-230	51148	110.52
	93450	ABC COUNSELING & FAMILY SVCS*	MAY JV SO PRGRM CST 100-230	93950-0514	5,500.00
	93450	ABC COUNSELING & FAMILY SVCS*	MAY JUV BK TCK PGM 100-230	93950-0514A	3,600.00
	100-230-533-080		WORK RELEASE/ELECTRONIC MON		
	333	BI INC*	APR ELEC MONITORING 100-230	839647	1,751.61
	90424	CAM SYSTEMS*	MAR GPS MONITORING 100-230	71397	466.00
	90424	CAM SYSTEMS*	APR GPS MONITORING 100-230	73191	465.00
	100-230-533-180		MEDICAL SERVICES		
	18467	REDWOOD TOXICOLOGY LABORATORY INC*	APR DRUG SCREENS 100-230	00341720144	449.50
	18465	STAPLES ADVANTAGE*	LATEX GLOVES 100-230	3229606107	142.50
	18465	STAPLES ADVANTAGE*	STYLUS 100-230	3229606108	8.74
	99401	GREAT LAKES LABS*	DRUG TEST SUPPLIES 100-230	96357	2,290.50
	99401	GREAT LAKES LABS*	DRUG TESTING SUPPLIES 100-230	96358	444.16
	99401	GREAT LAKES LABS*	DRUG TESTING SUPPLIES 100-230	96364	156.16
	100349	OGLE COUNTY DEPENDANT CHILDREN*	JUV POLYGRAPH 100-230	102349-0514C	400.00
	100-230-533-220		T/PCCC		
	217	TAZEWELL/PEKIN COMMUNICATIONS*	COMM SVC MAY-JULY 100-230	217-0514A	1,248.00
	1265	RAGAN COMMUNICATIONS INC*	MO CHRГ PORT/MBLS 100-230	11198	470.08
	100-230-533-700		VEHICLE MAINTENANCE		
	85053	E & S COMMUNICATONS INC*	VEHICLE MAINT 100-230	14-150	150.00
	98874	FIVE STAR CAR WASH*	CAR WASH TOKENS 100-230	2	50.00
	100-230-533-910		TRAINING		

Claims Docket  
Expenditure Accounts

Comty **PROBATION UPGRADE (100-230)**

Vend-No	Vend-Name		Invoice-Numb	Expense-Amount
751	WALKER*SUSAN	DUI SEM MILEAGE 100-230	751-0514	93.52
2183	UNIVERSITY OF ILLINOIS-GAR*	ARREST TRNG (J KELLY) 100-230	UPIN7195	390.00
99367	CROSSFIT TRILOGY*	TRAINING SPACE 100-230	99367-0514	110.00
101713	LUSTFELDT*LINDSEY	TRAINING/MEALS 100-230	101713-0514	193.50
102348	MCPHERSON*LIZ	TRAINING/MEALS 100-230	102348-0514	193.50
100-230-533-979	CTR FOR PREVENTION OF ABUSE			
1218	CENTER FOR PREVENTION OF ABUSE*	APR DV PRGRN CST 100-230	1218-0514A	2,400.59
100-230-544-000	COMPUTER HARDWARE/SOFTWARE			
350	SOLUTION SPECIALTIES INC*	MAINT/UPDATE 100-230	169173796810496	191.40
7311	VERIZON WIRELESS*	INTRNT CRDS/LPTP/TAB 100-230	9723786584	345.67
TOTAL:				23,187.69

100-230-533-910 TRAINING

102889	HOMWOOD SUITES BY HILTON	HOTEL RMS FOR TRAINING 100-230		241.98	CHECK #4760	5/9/14
87003	JAMIE CATES	MEALS @ TRAINING 100-230		69.00	CHECK #4762	5/9/14
207	SCHAD MARTIN	MEALS @ TRAINING 100-230		69.00	CHECK #4761	5/9/14

MANUAL TOTAL: 379.98

GRAND TOTAL: 23,567.67

100-230-533-910  
 102889  
 87003  
 207  
 Tazewell County Booked on the 28th day of May, 2014

Claims Docket  
Expenditure Accounts

COURT SERVICES (100-231)

Comty	Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
	100-231-533-090	DRUG COURT EXPENSES		
	337	TAZWOOD MENTAL HEALTH CENTER*	337-0514	12,303.90
	100-231-533-190	PRIVATE HOMES & INSTITUTIONS		
	345	ARROWHEAD RANCH*	0003022-IN	4,944.90
	102349	OGLE COUNTY DEPENDANT CHILDREN*	102349-0514	3,450.00
	102349	OGLE COUNTY DEPENDANT CHILDREN*	102349-0514A	3,450.00
	102349	OGLE COUNTY DEPENDANT CHILDREN*	102349-0514B	4,500.00
			TOTAL:	<u>28,648.80</u>

Portions from Tazewell County Board meeting held this 28th day of May, 2014

TAZEWELL COUNTY

Claims Docket  
Expenditure Accounts

A20300  
05/14/2014

Page **29**  
VEG  
09:44:35

**CORONER (100-252)**

Comty	Vend-No	Vend-Name		Invoice-Numb	Expense-Amount
	100-252-522-012		INVESTIGATION SUPPLIES		
	62	PEKIN GUN & SPORTING GOODS INC*	MAY RANGE QUALIFY 100-252	126146	39.99
	100425	VISA*	AMMO 100-252	6523-0514	218.94
	100-252-522-100		GASOLINE		
	17931	TAZEWELL COUNTY HIGHWAY*	SQUAD FUEL 100-252	81047	241.36
	100-252-533-020		PATHOLOGY EXPENSE		
	95222	DENTON MD*J SCOTT	APR AUTOPSY/REPORTS 100-252	04-16-2014	895.00
	95222	DENTON MD*J SCOTT	AUTOPSY/PAPER WORK 100-252	14-03-29	895.00
	95223	BELCHER*WILLIAM K	ASSISTANT 100-252	04-15,16,21/14	450.00
	100-252-533-022		MORGUE USE EXPENSE		
	99014	OFFICE OF PEORIA COUNTY CORONER*	AUTOPSY USE 100-252	04-15-2014	150.00
	99014	OFFICE OF PEORIA COUNTY CORONER*	AUTOPSY USE 100-252	04-16-2014	150.00
	99014	OFFICE OF PEORIA COUNTY CORONER*	MORGUE USE 100-252	14-04-21	150.00
	99014	OFFICE OF PEORIA COUNTY CORONER*	AUTOPSY 100-252	14-04-30	150.00
	100-252-533-300		MILEAGE		
	88829	NAYLOR*SHAWN L	MILEAGE OFFICE SCENES 100-252	88429-0514	183.68
	100-252-533-370		BODY REMOVAL		
	99016	MORGAN-JONES MORTUARY SVCS*	APR BODY REMOVAL 100-252	1393	1,145.00
	99044	BALDI*JAMES	SQUAD CAR WASH 100-252	99644-0514	25.00
	100341	ALPHA MEDICAL DISTRIBUTOR INC*	BODY BAGS 100-252	M19366	316.30
	100341	ALPHA MEDICAL DISTRIBUTOR INC*	SHROUDS 100-252	M19381	135.99
			TOTAL:		<u>5,146.26</u>

Received by the Clerk of the Board of Peoria County, Illinois, on May 14, 2014.

TAZEWELL COUNTY  
Claims Docket  
Expenditure Accounts

Comty R.O.E. (100-711)  
Vend-No Vend-Name

Comty	R.O.E. (100-711)		Invoice-Numb	Expense-Amount
100-711-533-300	MILEAGE			
12814	OWEN*GAIL S	APR MILEAGE 100-711	12814-0514	155.12
			TOTAL:	<u>155.12</u>

Proceedings from Tazewell County Board meeting held this 28th day of May, 2014



Claims Docket  
 Expenditure Accounts

COURTS (100-800)

Comty	Vend-No	Vend-Name		Invoice-Numb	Expense-Amount
	100-800-522-010		OFFICE SUPPLIES		
	20	WILL HARMS COMPANY INC.*	JUDGE NAME STAMP 100-800	32995	24.99
	20	WILL HARMS COMPANY INC.*	DESK PAD/TABLE 100-800	33020	153.60
	76	PURITAN SPRINGS WATER*	WATER 100-800	1447952-0514	69.90
	17255	CDS OFFICE TECHNOLOGIES*	BOOK CASE/LETTER TRAY 100-800	INV0846639	246.92
	100-800-533-120		ATTORNEY FEES		
	84099	PEORIA COUNTY SHERIFF*	13 CF 502,503,504 100-800	13-CF-502	21.00
	84099	PEORIA COUNTY SHERIFF*	13 CF 502,503,504 100-800	13CF-502/503	21.00
	100-800-533-140		COURT REPORTING FEES		
	2109	SHANE*JULIA	11 CF 676 100-800	11-CF-676	45.00
	2109	SHANE*JULIA	11 JA 122,123,124 100-800	11JA122,23,24	301.00
	2109	SHANE*JULIA	13 JA 72 100-800	13-JA-72	14.00
	4509	LEE CSR*DONNA M	13 JA 72 100-800	13-JA-72	28.00
	70150	WINN CRS*LORI	13 JA 72 100-800	13-JA-72	38.50
	100-800-533-170		WITNESS FEES		
	2402	ZAVALA*CATALINA	INTERPRETER 100-800	14-OP-323	65.00
	78046	AMES*SHANA M	INTERPRETER 100-800	591	120.00
	100-800-533-180		TESTING FEES		
	99015	UICOMP DEPARTMENT OF PSYCHIATRY*	14 CF 124 EVALUATION 100-800	60	990.00
	99015	UICOMP DEPARTMENT OF PSYCHIATRY*	14 CF 53 FITNESS 100-800	RF1310	1,457.50
	99015	UICOMP DEPARTMENT OF PSYCHIATRY*	12 DT 483 FITNESS 100-800	RF1313	1,072.50
	99015	UICOMP DEPARTMENT OF PSYCHIATRY*	12 CF 471 FITNESS 100-800	RF1314	1,732.50
	99015	UICOMP DEPARTMENT OF PSYCHIATRY*	14 CF 133 FITNESS 100-800	RF1315	495.00
	100-800-544-000		MISC. EQUIPMENT		
	9709	GEORGE O PASQUEL CO*	COFFEE SUPPLIES 100-800	1069550	524.99
				TOTAL:	7,421.40

Claims Docket  
Expenditure Accounts

COUNTY GENERAL (100-913)

Comty	Vend-No	Vend-Name		Invoice-Numb	Expense-Amount
	100-913-522-010		OFFICE SUPPLIES		
	734	QUILL CORPORATION*	SUPPLIES 100-913	2166339	263.33
	734	QUILL CORPORATION*	SUPPLIES 100-913	2193085	26.98
	734	QUILL CORPORATION*	SUPPLIES 100-913	2446337	80.35
	734	QUILL CORPORATION*	SUPPLIES 100-913	2449825	330.33
	18865	STAPLES ADVANTAGE*	SUPPLIES 100-913	3229329169	223.03
	18865	STAPLES ADVANTAGE*	SUPPLIES 100-913	3229329170	40.20
	18865	STAPLES ADVANTAGE*	SUPPLIES 100-913	3229329171	19.98
	18865	STAPLES ADVANTAGE*	SUPPLIES 100-913	3230082417	10.53
	100-913-522-300		COMPUTER SUPPLIES		
	734	QUILL CORPORATION*	TECH SUPPLIES 100-913	2157257	37.78
	734	QUILL CORPORATION*	TECH SUPPLIES 100-913	2166302	1,125.08
	100-913-522-320		COPY MACHINE SUPPLIES		
	150	MIDLAND PAPER*	COPY PAPER 100-913	35J20190	846.00
	100-913-533-010		COMPUTER CONTRACT		
	9484	COMMUNICATION REVOLVING FUND*	MAR INTERNET SVC 100-913	T1429480	170.00
	9340	COMCAST CABLE*	COMCAST CABLE TV 100-913	0047517-0514	1.99
	9340	COMCAST CABLE*	HIGH SPEED INTERNET 100-913	0262223-0514	166.85
	9779	DEVNET INC*	3RD QUARTERLY PMT 100-913	0711.3007	12,464.81
	10588	ITV3- INC*	FIBER INTERNET 100-913	921017-1	2,759.55
	100-913-533-011		COMPUTER MAINTENANCE		
	254	LASERPRO*	MAINT KIT 100-913	78382	300.00
	100-913-533-012		SYSTEMS CONSULTANT		
	61813	PROACTIVE TECHNOLOGY GROUP,LTD*	4/4 HELP DESK 100-913	8260	55.00
	61813	PROACTIVE TECHNOLOGY GROUP,LTD*	4/7 HELP DESK 100-913	8261	357.50
	61813	PROACTIVE TECHNOLOGY GROUP,LTD*	2/10 HELP DESK 100-913	8268	550.00
	61813	PROACTIVE TECHNOLOGY GROUP,LTD*	2/17,18,19 HELP DESK 100-913	8270	962.50
	61813	PROACTIVE TECHNOLOGY GROUP,LTD*	2/17,18,19,21 HELP DSK 100-913	8273	1,705.00
	61813	PROACTIVE TECHNOLOGY GROUP,LTD*	2/10-2/14 HELP DESK 100-913	8278	1,815.00
	61813	PROACTIVE TECHNOLOGY GROUP,LTD*	2/24,25 HELP DESK 100-913	8279	1,265.00
	61813	PROACTIVE TECHNOLOGY GROUP,LTD*	2/24 HELP DESK 100-913	8283	1,127.50
	61813	PROACTIVE TECHNOLOGY GROUP,LTD*	3/3 HELP DESK 100-913	8286	825.00
	61813	PROACTIVE TECHNOLOGY GROUP,LTD*	3/3 HELP DESK 100-913	8290	962.50

255  
Printed from  
2880  
3/28/14  
3:07 PM

Claims Docket  
Expenditure Accounts

## COUNTY GENERAL (100-913)

Comty Vend-No	Vend-Name		Invoice-Numb	Expense-Amount
61813	PROACTIVE TECHNOLOGY GROUP, LTD*	3/11,12 HELP DESK 100-913	8299	797.50
61813	PROACTIVE TECHNOLOGY GROUP, LTD*	3/11 HELP DESK 100-913	8305	632.50
61813	PROACTIVE TECHNOLOGY GROUP, LTD*	3/21 HELP DESK 100-913	8308	495.00
61813	PROACTIVE TECHNOLOGY GROUP, LTD*	3/21 HELP DESK 100-913	8313	715.00
61813	PROACTIVE TECHNOLOGY GROUP, LTD*	3/25 HELP DESK 100-913	8315	220.00
61813	PROACTIVE TECHNOLOGY GROUP, LTD*	3/25 HELP DESK 100-913	8322	522.50
61813	PROACTIVE TECHNOLOGY GROUP, LTD*	4/2 HELP DESK 100-913	8329	192.50
61813	PROACTIVE TECHNOLOGY GROUP, LTD*	4/5,8,11 HELP DESK 100-913	8336	1,045.00
61813	PROACTIVE TECHNOLOGY GROUP, LTD*	4/7,8,11 HELP DESK 100-913	8340	660.00
61813	PROACTIVE TECHNOLOGY GROUP, LTD*	4/14-18 HELP DESK 100-913	8343	1,072.50
61813	PROACTIVE TECHNOLOGY GROUP, LTD*	4/22,23 HELP DESK 100-913	8347	1,237.50
61813	PROACTIVE TECHNOLOGY GROUP, LTD*	4/21,22,23,25 HELP DSK 100-913	8352	1,540.00
61813	PROACTIVE TECHNOLOGY GROUP, LTD*	4/14,18 HELP DESK 100-913	8363	687.50
100-913-533-013	ADMN ADJUDICATION SERVICE			
30	HELLER P C*J BRIAN	FEB-APR CODE HEARING 100-913	30-0514	950.77
100-913-533-210	POSTAGE			
12117	FARLEY*FRANK X	1ST CLASS PRESORT 100-913	83640	287.71
70675	UNITED STATES POSTAL SERVICE*	APR POSTAGE 100-913	70675-0514	6,019.00
100-913-533-910	EDUCATION/TRAVEL/TRAINING			
261	BURRESS*MARY J	TREASURER MILEAGE 100-913	261-0514	62.72
13456	LORMAN EDUCATION SERVICES*	BLDG CODE SEM/COMM DEV 100-913	2772876-1	339.00
61634	SCHMIDT*RITA E	MILEAGE TRNG-ASSMNT 100-913	61634-0514	252.00
61659	DEVINE*BECKY A	MILEAGE ASSMNTS 100-913	61659-0514	208.32
76452	KIESER*ROBERT	MILEAGE BD OF REVIEW 100-913	76452-0514	96.32
76452	KIESER*ROBERT	MILEAGE BD OF REVIEW 100-913	76452-0514A	48.16
78239	WORKMAN*JACLYNN E	SEM MLAGE/COMM DEV 100-913	78239-0514	91.28
95050	STIMPERT*PEGGY	MILEAGE TRNG ASSMNT 100-913	95050-0514	127.68
97076	AAIM EMPLOYERS ASSOCIATION*	HR TRAINING 100-913	142980	175.00
97376	VISA*	IACO TREASURER 100-913	3847-0514	259.68
100-913-533-968	TECHNICAL ASSISTANCE GRANT			
102901	ADAMS OUTDOOR ADVERTISING*	BILL BOARDS 100-913	1311847	4,700.00
102902	CUMULUS RADIO PEORIA*	RADIO ADS 100-913	M051214	2,250.00
100-913-533-970	YOUTH SERVICES BOARD			
1224	YOUTH SERVICE BOARD*	2ND QUARTERLY PMT 100-913	1224-0514	3,750.00



TAZEWELL COUNTY  
Claims Docket  
Expenditure Accounts

35

Comty COUNTY GENERAL (100-913)

Vend-No Vend-Name  
100-913-533-968

TECHNICAL ASSISTANCE GRANT

Invoice Numb

Expense-Amount

102722 JANNA BAKER 4/1/14-4/23/14 100-913

1,305.00 CHECK #4733 4/25/14

MANUAL TOTAL: 34,177.72

GRAND TOTAL: 118,331.63

Proceedings from Tazewell County Board meeting held this 28th day of May, 2014

TAZEWELL COUNTY  
 Claims Docket  
 Expenditure Accounts

**COUNTY HIGHWAY DEPT. (202-311)**

Comty	Vend-No	Vend-Name		Invoice-Numb	Expense-Amount
	202-311-522-010		OFFICE SUPPLIES		
	20109	RELIABLE OFFICE SUPPLIES*	SOAP, TABS 202-311	FJR26500	39.47
	20949	STAPLES ADVANTAGE*	ENVELOPES 202-311	3229606132	46.59
	202-311-522-100		FUEL		
	20445	YODER OIL INC*	FUEL 202-311	24855	25,338.59
	202-311-522-121		FIELD ENGINEER EXPENSE		
	20093	MATHIS-KELLEY CONST SUPPLY CO INC*	TEST CYLINDERS 202-311	786882	25.56
	20666	BIG R STORES - PEKIN, IL #13*	SPRINKLER GUAGE 202-311	2391/13	2.99
	202-311-522-720		MAINTENANCE MATERIALS		
	20631	LAWSON PRODUCTS INC*	SHOP SUPPLIES 202-311	9302381048	138.58
	20631	LAWSON PRODUCTS INC*	SHOP SUPPLIES 202-311	9302412416	276.25
	20631	LAWSON PRODUCTS INC*	SHOP SUPPLIES 202-311	9302428341	437.26
	20641	PRAXAIR DISTRIBUTION INC-465*	CYLINDERS 202-311	49152554	22.53
	20641	PRAXAIR DISTRIBUTION INC-465*	CYLINDERS 202-311	49263372	24.38
	20666	ATLAS SUPPLY COMPANY*	SHOP SUPPLIES 202-311	156943	341.75
	20666	ATLAS SUPPLY COMPANY*	TOWEL DISPENSER 202-311	157146	39.95
	20664	MENARDS*	RATCHET STRAPS 202-311	64654	26.46
	20664	MENARDS*	ADAPT/CONDUIT CEMENT 202-311	65031	7.04
	20664	MENARDS*	BATTERIES 202-311	65043	6.29
	20664	MENARDS*	RESPIRATORS 202-311	65418	23.98
	20618	PURITAN SPRINGS*	MONTHLY SVC 202-311	1241231-0514	60.50
	20618	PURITAN SPRINGS*	MONTHLY SVC 202-311	1241231-0514A	48.00
	20666	BIG R STORES - PEKIN, IL #13*	WEED SPRAYER PARTS 202-311	2384/13	7.78
	202-311-533-400		PUBLICATION OF LEGAL NOTICES		
	20084	PEKIN DAILY TIMES*	TRUCK LEGAL NOTICE 202-311	128305	86.00
	202-311-533-720		BUILDING MAINTENANCE		
	20013	AMEREN ILLINOIS*	MONTHLY SVC 202-311	58007-0414	2,249.43
	20017	FRANTZ & COMPANY INC*	MONTHLY SVC 202-311	113683	50.00
	20137	ILLINOIS AMERICAN WATER COMPANY*	MONTHLY SVC 202-311	542783-0414	32.21
	20137	ILLINOIS AMERICAN WATER COMPANY*	MONTHLY SVC 202-311	81427-0414	58.44
	20137	ILLINOIS AMERICAN WATER COMPANY*	MONTHLY SVC 202-311	81458-0414	28.71
	20137	ILLINOIS AMERICAN WATER COMPANY*	MONTHLY SVC 202-311	81489-0414	41.59
	20208	FRONTIER*	MONTHLY SVC 202-311	9255532-0514	217.76

Proceeding Done Pursuant to Order of the Board of Supervisors of Tazewell County, Illinois  
 5/14/2014

Claims Docket  
Expenditure AccountsA20300  
05/14/2014

## Comty COUNTY HIGHWAY DEPT. (202-311)

Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
20627	SCOTT*STEPHEN	MONTHLY SVC 202-311 514	500.00
20798	NOBLE AMERICAS ENERGY SOLUTIONS*	MONTHLY SVC 202-311 141280003565517	180.70
20883	AMERICAN PEST CONTROL INC*	MONTHLY SVC 202-311 1451000-0414	50.00
20917	X WASTE INC*	MONTHLY SVC 202-311 229773	72.80
202-311-533-730 EQUIPMENT MAINTENANCE			
20909	AUTO GLASS OF ILLINOIS*	WINDSHIELD 202-311 20471	179.34
20910	MUTUAL WHEEL CO*	BRAKE PARTS 202-311 2769557	1,017.96
20910	MUTUAL WHEEL CO*	BRAKE PARTS 202-311 2771096	941.82
20910	MUTUAL WHEEL CO*	CAM KIT 202-311 2771730	15.18
20945	SCHAEFFER MFG CO*	OIL 202-311 JZ2149-INV1	5,590.75
20938	INTERSTATE BATTERY SYST OF CENTRAL	BATTERY REBUILDS 202-311 442762	137.97
20962	TOMMY HOUSE TIRE CO*	TIRES 202-311 845438	1,013.18
20967	ALTORFER INC*	HYD LINE 202-311 PC020308585	90.55
20951	HERITAGE-CRYSTAL CLEAN LLC*	OIL 202-311 12926559	277.84
20924	PENCE'S AG REPAIR INC*	TRUCK INSPECTIONS 202-311 11168	183.00
20926	CIT GROUP INC*	SEAL KIT 202-311 MI78047	148.05
20934	COE EQUIPMENT INC*	HOSE FOR JETTER 202-311 56601	232.57
20995	SILOTTO*JOE	BATTERY BOX 202-311 755-5005178	129.14
202-311-533-740 HIGHWAY MAINTENANCE			
20903	VERIZON WIRELESS*	MONTHLY SVC 202-311 9723593592	464.71
202-311-533-900 CONFERENCE & SEMINARS			
20950	FINK*CRAIG	CONF HOTEL REIMB 202-311 HOTEL1	216.60
20950	FINK*CRAIG	CONF PER DIEM 202-311 PERDIEM1	111.25
202-311-544-000 NEW EQUIPMENT			
20995	CATERPILLAR FINANCIAL SERV CORP*	#18 BACKHOE LEASE 202-311 614	376.45
202-311-544-001 TECH EQUIPMENT			
20196	DELL MARKETING LP*	ENG COMPUTER 202-311 XJDFDPT18	1,452.01
20196	DELL MARKETING LP*	ENG MONITOR 202-311 XJDK98K47	272.99
202-311-544-110 ROAD IMPROVEMENT			
20256	ALLEN PRECISION EQUIPMENT INC*	WHITE PAINT 202-311 787131	54.20
20256	ALLEN PRECISION EQUIPMENT INC*	PINK PAINT 202-311 787225	154.13
20289	CONTECH ENGINEERED SOLUTIONS LLC*	36" FLARED ENDS 202-311 IN00092125	554.00
20364	MENARDS*	TREATED LUMBER 202-311 65026	31.30

TAZEWELL COUNTY

Claims Docket  
Expenditure Accounts

COUNTY HIGHWAY DEPT. (202-311)

Comty	Vend-No	Vend-Name		Invoice-Numb	Expense-Amount
	20369	METAL CULVERTS INC*	BANDS/CMP 202-311	HV-32012	2,865.50
	20369	METAL CULVERTS INC*	18" FLARED ENDS 202-311	HV-32028	555.00
	20762	QPR*	PAVEMENT REPAIR 202-311	10383622	153.15
	20799	THE TRAFFIC SIGN STORE*	RURAL REF SIGNS 202-311	T16078	244.00
	20855	SCIORTINO*JESI	MILEAGE 202-311	JS0514	46.20
	20893	ROGERS GROUP INC*	CA-6 202-311	705008485	386.85
	20-311-544-120		DEBT SERVICES - INTEREST		
	20680	CATERPILLAR FINANCIAL SVC CORP*	950 INTEREST 34 202-311	950INT34	289.50
	20-311-544-125		DEBT SERVICES- PRINCIPAL		
	20680	CATERPILLAR FINANCIAL SVC CORP*	950 PRINCIPAL 34 202-311	950 PRNCPL34	1,785.74
TOTAL:					<u>50,452.52</u>

Proceedings for Tazewell County Board meeting held this 28th day of May, 2014



Claims Docket  
Expenditure Accounts

Comty **MOTOR FUEL TAX FUND (203-311)**  
Vend-No Vend-Name

Invoice-Numb Expense-Amount

203-311-533-300	MILEAGE				
20950	FINK*CRAIG	CONF MILEAGE 203-311	MILEAGE1		165.76
203-311-533-740	HIGHWAY MAINTENANCE				
20152	POTTERS INDUSTRIES LLC*	14-00000-03-GM/BEADS 203-311	90910724		10,792.00
20152	POTTERS INDUSTRIES LLC*	14-00000-03-GM/BEADS 203-311	90910725		12,496.00
20189	ENNIS PAINT INC*	14-00000-02-GM/PAINT 203-311	266202		25,093.53
20189	ENNIS PAINT INC*	14-00000-02-GM/PAINT 203-311	266478		26,374.04
			TOTAL:		<u>74,921.33</u>

Items from Tazewell County Board meeting held this 28th day of May, 2014

TAZEWELL COUNTY  
Claims Docket  
Expenditure Accounts

Comty COUNTY BRIDGE FUND (205-311)

Vend-No	Vend-Name	Invoice-Num	Expense-Amount
205-311-533-150	ENGINEER CONSULTANT		
20531	MAURER-STUTZ INC*	13-16130-00-DR/WGNSLR 205-311 31050	1,422.00
		TOTAL:	<u>1,422.00</u>

Proceedings from Tazewell County Board meeting held this 28th day of May, 2014

TAZEWELL COUNTY  
Claims Docket  
Expenditure Accounts

MATCHING TAX FUND (206-311)

Conty	Vend-No	Vend-Name	Invoice-Num	Expense-Amount
	206-311-544-110	ROAD IMPROVEMENT		
	20623	TREASURER STATE OF ILLINOIS*	07-00069-00WR/CENTNL 206-311 106923	267,236.81
			TOTAL:	<u>267,236.81</u>

Proceedings from Tazewell County Board meeting held this 28th day of May, 2014

Claims Docket  
Expenditure AccountsComty **VETERANS (208-422)**

Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
208-422-522-010	OFFICE SUPPLIES		
734	QUILL CORPORATION*	OFFICE SUPPLIES 208-422	23.08
734	QUILL CORPORATION*	OFFICE SUPPLIES 208-422	58.28
208-422-533-200	TELEPHONE		
5411	CENTURYLINK*	LONG DISTANCE 208-422	101.51
208-422-533-210	POSTAGE		
70775	UNITED STATES POSTAL SERVICE*	APR POSTAGE 208-422	28.00
208-422-533-300	MILEAGE		
3888	SAAL*STEVE	APR MILEAGE 208-422	353.36
208-422-533-970	EMERGENCY ASSISTANCE		
2711	STROPES REALTY*	PARTIAL RENT ASST 208-422	210.00
2711	STROPES REALTY*	PARTIAL RENT ASST 208-422	210.00
8415	PEORIA WEST DEVELOPMENT*	PARTIAL RENT ASST 208-422	330.00
10110	MAJORS*RICHARD	PARTIAL RENT ASST 208-422	210.00
11199	DION*KARL	PARTIAL RENT ASST 208-422	210.00
11104	WHITE*ALAN G	PARTIAL RENT ASST 208-422	210.00
62156	HENDRIX*JOE E	PARTIAL RENT ASST 208-422	210.00
68101	EDGEWOOD TERRACE*	PARTIAL RENT ASST 208-422	210.00
68103	AMEREN ILLINOIS (VAC)*	UTILITY ASST 208-422	168.37
68103	AMEREN ILLINOIS (VAC)*	EMRGNCY UTILITY ASST 208-422	200.00
68139	FARROW*ROLAND	PARTIAL RENT ASST 208-422	210.00
68199	SCHMIDT*MARLIES	PARTIAL RENT ASST 208-422	210.00
68197	BROOKS*TONI L	PARTIAL RENT ASST 208-422	330.00
71112	DRAFFEN*PHILLIP J	PARTIAL RENT ASST 208-422	210.00
71112	DRAFFEN*PHILLIP J	PARTIAL RENT ASST 208-422	330.00
72165	VISTA VILLA*	PARTIAL RENT ASST 208-422	210.00
73196	CARNAHAN*BILL	PARTIAL RENT ASST 208-422	210.00
73898	TRUCKENMILLER*LARRY	PARTIAL RENT ASST 208-422	330.00
81303	KEGLEY*CHRISTOPHER C	PARTIAL RENT ASST 208-422	210.00
81649	FREEMAN*JOHN	PARTIAL RENT ASST 208-422	210.00
82951	KRUMHOLZ*JOAN & BILL	PARTIAL RENT ASST 208-422	250.00
82951	KRUMHOLZ*JOAN & BILL	PARTIAL RETN ASST 208-422	210.00
87060	DITTMER*PHYLLIS	PARTIAL RENT ASST 208-422	330.00
87627	UPPOLE*GARY L	PARTIAL RENT ASST 208-422	330.00

Claims Docket  
Expenditure Accounts

Comty **VETERANS (208-422)**

Vend-No	Vend-Name				Invoice-Numb	Expense-Amount
90673	JOHNSON*NEIL C	PARTIAL RENT ASST	208-422		20183	330.00
92391	TEMPLE*VICTOR & LORI	PARTIAL RENT ASST	208-422		20174	210.00
92906	SHELBY*KEVIN	PARTIAL RENT ASST	208-422		20174	330.00
92906	SHELBY*KEVIN	PARTIAL RENT ASST	208-422		20179	210.00
99624	FANNIE E APARTMENTS*	PARTIAL RENT ASST	208-422		20158	250.00
99817	COUNTRY SIDE ESTATES OF MACKINAW L	PARTIAL RENT ASST	208-422		20166	210.00
100878	HARMS*HELENA	PARTIAL RENT ASST	208-422		20164	330.00
100107	THOMPSON*JAMES	PARTIAL RENT ASST	208-422		20154	250.00
100110	HANCOCK*TRAVIS	PARTIAL RENT ASST	208-422		20160	210.00
100990	HICKMAN*DAVE	PARTIAL RENT ASST	208-422		20172	210.00
100450	HAVEN*RONALD	PARTIAL RENT ASST	208-422		20182	330.00
100725	AYLER*JONATHAN	PARTIAL RENT ASST	208-422		20180	330.00
TOTAL:						9,512.60

Approved by Tazewell County Board meeting held this 28th day of May, 2014

Claims Docket  
Expenditure Accounts

ANIMAL CONTROL (211-411)

Comty	Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
	211-411-522-010	OFFICE SUPPLIES		
	5	ATLAS SUPPLY COMPANY*	PAPER TOWELS 211-411	156778 105.90
	80	MENARDS*	BATTERIES 211-411	65523 11.49
	4532	STAPLES CREDIT PLAN*	OFFICE SUPPLIES 211-411	9707895106 16.99
	75516	OFFICE DEPOT*	OFFICE SUPPLIES 211-411	706471264001 55.22
	211-411-522-040	FEED		
	95133	BIG R STORES*	OIL DRI 211-411	2380/13 139.75
	211-411-522-100	GASOLINE		
	17131	TAZEWELL COUNTY HIGHWAY*	APR FUEL 211-411	81046 839.91
	211-411-533-160	VETERINARIAN OFFICE SERVICE		
	211	HERM*DR ART	APRIL 211-411	210-0514 1,871.17
	211-411-533-200	TELEPHONE		
	108	AT&T*	PHONE SVC 211-411	Z991013-0514 35.82
	222	FRONTIER*	PHONE SVC 211-411	4772270-0514 69.38
	222	FRONTIER*	PHONE SVC 211-411	9253370-0514 101.71
	5411	CENTURYLINK*	PHONE SVC 211-411	304044105-0514 56.42
	14156	HEART TECHNOLOGIES INC*	PHONE SYSTEM REPAIR 211-411	58745 160.00
	211-411-533-210	POSTAGE		
	1217	ANIMAL CONTROL PETTY CASH*	POSTAGE 211-411	1257-0514 1.11
	1217	ANIMAL CONTROL PETTY CASH*	POSTAGE 211-411	1257-0514A .84
	70675	UNITED STATES POSTAL SERVICE*	APR POSTAGE 211-411	70675-0514A 1,610.00
	211-411-533-220	T/PCCC		
	2117	TAZEWELL/PEKIN COMMUNICATIONS*	MAY-JULY RADIO SVC 211-411	217-0514 1,248.00
	211-411-533-230	ALARM SYSTEM		
	66629	TYCO INTEGRATED SECURITY LLC*	QUARTERLY ALARM 211-411	21607122 190.01
	211-411-533-600	GAS, ELECTRIC & WATER		
	7	AMEREN ILLINOIS*	GAS/ELECTRIC 211-411	5201369932-0514 328.58
	76	PURITAN SPRINGS WATER*	DRINKING WATER 211-411	1233147-0514 15.55
	219	ILLINOIS AMERICAN WATER COMPANY*	WATER BILL 211-411	1081540-0514 56.34
	211-411-533-660	GARBAGE COLLECTION		

Purchases from Tazewell County of May 2014  
 167

Claims Docket  
Expenditure Accounts

ANIMAL CONTROL (211-411)

Comty	Vend-No	Vend-Name	Invoice-Numb	Expense-Amount	
	66418	X WASTE INC*	GARBAGE 211-411	229772	125.66
	211-411-533-700	VEHICLE MAINTENANCE			
	90195	BEST AUTOMOTIVE*	A/C 5 OIL CHANGE 211-411	56811	42.99
	90195	BEST AUTOMOTIVE*	A/C 5 BRAKE/ROTOR/PAD 211-411	56826	721.18
	90195	BEST AUTOMOTIVE*	OIL FILTER CHANGE 211-411	56865	10.98
	211-411-533-720	BUILDING & GROUNDS MAINTENANCE			
	9	MARKLEY'S PEST ELIMINATION*	PEST CONTROL FLEAS 211-411	234103	40.00
	7	TCRC INC*	APRIL SVC 211-411	015253	40.00
	3	TAZEWELL COUNTY HEALTH DEPT*	LAWN CARE 211-411	342-0514	450.00
	88160	G & K SERVICES*	APRIL RUG CLEANING 211-411	1018777445	47.21
	211-411-533-983	SPAY/NEUTER ASST. PROGRAM			
	6271	PEKIN VETERINARY CLINIC*	SPAY/NEUTER 211-411	201809	201.00
	88499	TENDER CARE ANIMAL HOSPITAL*	SPAY/NEUTER 211-411	190650	150.00
	9331	RESCUED HEART ANIMAL HOSPITAL*	SPAY/NEUTER 211-411	41474	202.00
	211-411-544-000	NEW EQUIPMENT			
	5965	TOMAHAWK LIVE TRAP LLC*	CAT TRAPS/SNARES 211-411	208422	720.45
			TOTAL:		9,665.66
	211-411-533-202	CELLULAR TELEPHONE			
	7311	VERIZON WIRELESS	CELL PHONE/MODEM 211-411	72.45	CHECK #4726 4/17/14
	211-411-533-910	EDUCATION & TRAINING			
	73778	IAWF	MEMBERSHIP FEE R.SANDERS 211-411	75.00	CHECK #4727 4/17/14
	73778	IAWF	REGISTRATION FEE R.SANDERS 211-411	125.00	CHECK #4725 4/17/14
	102776	RYAN SANDERS	HOTEL/M&IE 211-411	243.50	CHECK #4728 4/17/14

MANUAL TOTAL: 515.95  
GRAND TOTAL: 10,181.61

Proceedings of the Board of Commissioners held this 28th day of May, 2014

Claims Docket  
 Expenditure Accounts

HEALTH INTERNAL SERVICE (249-914)

Comty	Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
	249-914-533-101	ADMINISTRATION		
	100877	HEALTH ALLIANCE MEDICAL PLANS* APR TPA SVC 249-914	APR14	6,282.92
	100877	HEALTH ALLIANCE MEDICAL PLANS* DEC 13 TPA SVC 249-914	DEC13	6,109.12
	100877	HEALTH ALLIANCE MEDICAL PLANS* FEB TPA SVC 249-914	FEB14	5,977.52
	100877	HEALTH ALLIANCE MEDICAL PLANS* JAN TPA SVC 249-914	JAN14	6,069.00
	100877	HEALTH ALLIANCE MEDICAL PLANS* MAR TPA SVC 249-914	MAR14	5,956.00
	249-914-533-533	EMPLOYEE LIFE INSURANCE		
	10764	SYMETRA LIFE INSURANCE COMPANY* EMP LIFE INS MAY 249-914	10764-0514A	2,076.43
	249-914-533-534	VOLUNTARY LIFE		
	10764	SYMETRA LIFE INSURANCE COMPANY* VOL LIFE INS MAY 249-914	10764-0514	1,600.10
	249-914-533-535	VAD&D		
	10825	LINA* VOL AD/D MAY 249-914	10825-0514	52.80
	249-914-533-611	EMPLOYEE STOP LOSS		
	96555	STARLINE USA LLC* EMP STOP LOSS MAY 249-914	96555-0514A	7,997.99
	249-914-533-612	DEPENDENT STOP LOSS		
	96555	STARLINE USA LLC* DEP STOP LOSS MAY 249-914	96555-0514	11,776.92
	249-914-533-613	AGGREGATE STOP LOSS		
	96555	STARLINE USA LLC* AGG STOP LOSS MAY 249-914	96555-0514B	703.50
			TOTAL:	54,602.30

Received from Tazewell County Board of Directors on the 13th day of May, 2014



Comty **SOLID WASTE (254-112)**

Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
254-112-511-000	SALARIES		
50000	TAZEWELL COUNTY HEALTH DEPT SW* JAN-MAR SWE 254-112	SWE0414	1,050.29
254-112-533-000	CONTRACTUAL SERVICE		
50000	TAZEWELL COUNTY HEALTH DEPT SW* BOOTH WATER 254-112	CWC 14-02	110.00
254-112-533-001	RECYCLING		
50070	MIDLAND DAVIS CORP* LANDFILL/HAULING 254-112	195694	300.00
TOTAL:			<u>1,460.29</u>

Programs from Tazewell County Board meeting held this 28th day of May, 2014

Motion by Member Proehl, second by Member Hillegonds to approve the Calendar of Meetings for June, 2014. Motion carried by Voice Vote.

---



## TAZEWELL COUNTY BOARD June 2014 Calendar of Meetings

<b>Zoning Board of Appeals</b> (Newman)	Tuesday, June 03 6:00pm - JCCR	Connett, Crawford, Hillegonds, Palmer, Redlingshafer, Rinehart, Sinn, Sundell
<b>Land Use</b> (Hillegonds)	Tuesday, June 10 5:00pm – Jury Room	Crawford, Connett, Palmer, Redlingshafer, Rinehart, Sinn, Sundell
<b>Insurance Review</b> (Zimmerman)	Next Meeting - <b>July</b>	Neuhauser, Aeilts, Connett, Gillespie, Graff, Johnson, Kreiter, Lourgos, Richmond, Stanton
<b>Health Services</b> (Imig)	Thursday, June 12 5:30pm - TCHD	Sundell, Graff, B. Grimm, Harris, Redlingshafer, Sinn, Vanderheydt
<b>Transportation</b> (Sinn)	Monday, June 16 8:00am - Tremont	Proehl, Ackerman, Crawford, Palmer, Rinehart, Wolfe
<b>Property</b> (D. Grimm)	Tuesday, June 17 3:30pm - JCCR	Donahue, Ackerman, Meisinger, Neuhauser, Proehl, Vanderheydt
<b>Finance</b> (Neuhauser)	Tuesday, June 17 following Property - JCCR	B. Grimm, Connett, Donahue, Graff, D. Grimm, Harris, Hillegonds, Imig, Meisinger, Wolfe
<b>Human Resources</b> (Harris)	Tuesday, June 17 following Finance - JCCR	Meisinger, Connett, Donahue, Graff, B. Grimm, D. Grimm, Hillegonds, Imig, Neuhauser, Wolfe
<b>Risk Management</b> (Zimmerman)	Wednesday, June 18 4:00pm – Jury Room	Neuhauser, Connett, Crawford, Donahue, B. Grimm, D. Grimm, Harris, Hillegonds, Imig, Meisinger, Sinn *(Auditor, Treasurer, State’s Attorney)*
<b>Executive</b> Zimmerman)	Wednesday, June 18 following Executive	Neuhauser, Connett, Crawford, Donahue, B. Grimm, D. Grimm, Harris, Hillegonds, Imig, Meisinger, Sinn
<b>Board of Health</b> (Burton)	Monday, June 23 6:30 p.m. – TCHD	Imig
<b>County Board</b>	Wednesday, June 25 6:00 p.m. – JCCR	ALL COUNTY BOARD MEMBERS

Chairman Zimmerman made a mention of it being County Administer, Michael Freilinger's last meeting. New level and strategic plan. He will be missed.

Michael Freilinger thanked all members, been a privilege and honor to work with. Direct report meeting successes are due to staff, doing the best. Appreciated confidence and thanked everyone for the support.

---

Board Recessed at 7:03 p.m. Next Meeting will be held on June 25th, 2014.

---

I, Christie A. Webb, Clerk of Tazewell County, do hereby certify that the foregoing is a true and complete copy of the Board Minutes at a meeting held in the Justice Center Community Room in the City of Pekin, Illinois on May 28, 2014 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 28th day of May, 2014.

---