

# COUNTY OF TAZEWELL, ILLINOIS

## COUNTY BOARD PROCEEDINGS

JANUARY 27, 2016



DAVID ZIMMERMAN, COUNTY BOARD CHAIRMAN

CHRISTIE A. WEBB, COUNTY CLERK

## BOARD MEMBERS & THEIR DISTRICTS

Monica Connett- **District 1**

Russel Crawford- **District 3**

James Donahue- **District 2**

Nick Graff- **District 2**

Brett Grimm- **District 2**

Mike Harris- **District 3**

Terry Hillegonds- **District 3**

Mary Jo Holford- **District 3**

Carroll Imig- **District 3**

Darrell "Dude" Meisinger-**District 1**

Greg Menold- **District 2**

Seth Mingus- **District 3**

Tim Neuhauser- **District 2**

Nancy Proehl- **District 1**

John Redlingshafer- **District 3**

Andrew Rinehart- **District 3**

Gary Sciortino-**District 1**

Greg Sinn-**District 2**

Sue Sundell-**District 1**

Jerry Vanderheydt- **District 1**

Joe Wolfe- **District 1**

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JANUARY 27, 2016

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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, January 27, 2016.

Board members were called to order at 6:00 p.m. By Chairman Zimmerman presiding with the following members present: Connett, Crawford, Donahue, Graff, Harris, Hillegonds, Holford, Meisinger, Menold, Neuhauser, Proehl, Redlingshafer, Rinehart, Sciortino, Sinn, Sundell, Vanderheydt & Wofle.

Absent: Grimm, Imig & Mingus

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

Amy Fox played a brief film previewed for the accreditation of the Tazewell County Health Department.

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Jennifer Daly CEO of Greater Peoria EDC gave a brief presentation on the progress, goals job growth, job retention, etc. Jennifer also discussed the budget that is comprised of 40% Government & 60% private totaling \$850,000.00 budget.

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In-Place Executive Committee meeting at 6:30p.m. In-Place Executive Committee meeting adjourned at 6:32 p.m.

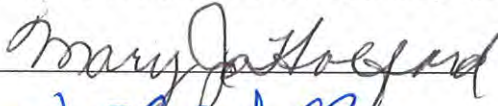


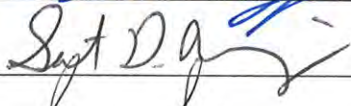



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Motion by member Graff, Second by member Crawford to approve the Consent Agenda 1-19 [Pulling 19]. Motion carried by Voice Vote.

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

 _____	 _____
 _____	_____
 _____	_____
 _____	_____
 _____	 _____

**RESOLUTION**

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the City of Delavan which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the City of Delavan to the County the sum of \$2,097.00; and

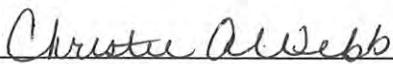
WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2016.

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



BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, Elizabeth Skinner, Mayor, 219 Locust, P.O. Box 590, Delavan, IL 61734 and the Auditor of this action.

PASSED THIS 27th DAY OF JANUARY, 2016.

ATTEST:

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

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

  
**Distinctively  
DELAVAN**  
*A community of friends. A city of opportunity.* 

November 4, 2015

Mr. Ryan Sanders  
Director of Animal Control  
21314 Illinois Route 9  
P.O. Box 158  
Tremont, IL 61568

Dear Mr. Sanders:

At a recent meeting of the Delavan City Council, action was taken on an Intergovernmental Agreement with Tazewell County for Animal and Rabies Control for 2016.

Enclosed please find an executed copy of the Intergovernmental Agreement as approved by the Delavan City Council.

If you have any questions or concerns, please feel free to contact the city office.

Sincerely,

CITY OF DELAVAN



Penny L. Bright  
City Clerk

PLB/yo  
Enclosure

**City of Delavan**

219 Locust St. • P.O. Box 590 • Delavan, IL 61734-0590

(309) 244-7146 • (309) 244-8437 Fax

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1<sup>st</sup> day of January, 2016, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the City of Delavan, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$2,097.00, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a) a person in immediate danger of an animal; b) sick or injured domestic animals running at large; c) sick or injured wild animals; d) aggressive animals running at large; e) animal bite reports; f) providing necessary assistance to police, fire or EMS agencies; g) wildlife present in the living quarters of a home/apartment/business however removal of such wildlife from attics, walls or closed interiors areas of a building of any kind is not provided by Tazewell County Animal Control; h) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car)
5. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
9. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1<sup>st</sup> day of January, 2016, and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.



19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this 27th day of January, 2016


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

ATTEST:

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

MUNICIPALITY:  
  
\_\_\_\_\_  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

  
\_\_\_\_\_  
Director

ANNUAL AMOUNT:      \$2,097.00

MONTHLY AMOUNT      \$174.75

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

*Mary Jo Hoeyerd*

*Carroll Smith*

*[Signature]*

\_\_\_\_\_

*[Signature]*

\_\_\_\_\_

*[Signature]*

*[Signature]*

**RESOLUTION**

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the Village of Armington which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the Village of Armington to the County in the sum of \$425.00; and

WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2016.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, JoAnne Williams, Village Board President, PO Box 31, 103 N. Main, Armington, IL 61721 and the Auditor of this action.

PASSED THIS 27th DAY OF JANUARY, 2016.

ATTEST:

*Christie A. Webb*  
\_\_\_\_\_  
Tazewell County Clerk

*[Signature]*  
\_\_\_\_\_  
Tazewell County Board Chairman



INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1<sup>st</sup> day of January, 2016, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the Village of Armington, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$425.00, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.


1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a) a person in immediate danger of an animal; b) sick or injured domestic animals running at large; c) sick or injured wild animals; d) aggressive animals running at large; e) animal bite reports; f) providing necessary assistance to police, fire or EMS agencies; g) wildlife present in the living quarters of a home/apartment/business however removal of such wildlife from attics, walls or closed interiors areas of a building of any kind is not provided by Tazewell County Animal Control; h) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car)
5. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.

19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this 27TH day of JANUARY, 2016

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

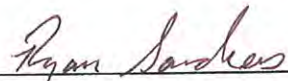
ATTEST:

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

MUNICIPALITY:

  
\_\_\_\_\_  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

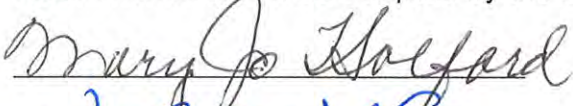



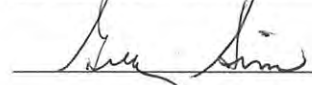


  
\_\_\_\_\_  
Director

ANNUAL AMOUNT:      \$425.00

MONTHLY AMOUNT      \$35.42

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the Village of Hopedale which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the Village of Hopedale to the County the sum of \$1,068.00; and

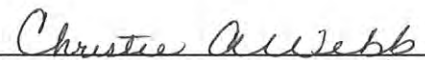
WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2016.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, August Eilts, Village Board President, PO Box 387, Hopedale, IL 61747, and the Auditor of this action.

PASSED THIS 27th DAY OF JANUARY, 2016.

ATTEST:

  
County Clerk

  
County Board Chairman

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1<sup>st</sup> day of January, 2016, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the Village of Hopedale, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$1,068.00, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a) a person in immediate danger of an animal; b) sick or injured domestic animals running at large; c) sick or injured wild animals; d) aggressive animals running at large; e) animal bite reports; f) providing necessary assistance to police, fire or EMS agencies; g) wildlife present in the living quarters of a home/apartment/business however removal of such wildlife from attics, walls or closed interiors areas of a building of any kind is not provided by Tazewell County Animal Control; h) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car)
5. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
9. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1<sup>st</sup> day of January, 2016, and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this 2nd day of November, 2015.

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

ATTEST:

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

MUNICIPALITY:

  
\_\_\_\_\_  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

  
\_\_\_\_\_  
Director



ANNUAL AMOUNT:      \$1,068.00

MONTHLY AMOUNT      \$89.00



Mr. Chairman and Members of the Tazewell County Board:

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

 _____	 _____
 _____	_____
 _____	_____
 _____	_____
 _____	 _____

RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the Village of Creve Coeur which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the Village of Creve Coeur to the County the sum of \$6,918.00; and


WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2016.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, Fred Lang, Mayor of Creve Coeur, 103 N. Thorncrest, Creve Coeur, IL 61610 and the Auditor of this action.

PASSED THIS 27th DAY OF JANUARY, 2016.

ATTEST:

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

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



# Village of Creve Coeur

103 NORTH THORNCREST

CREVE COEUR, IL 61610

phone 309-699-6714 fax 309-699-1356

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October 29, 2015

Ryan Sanders  
Tazewell County Animal Control  
P.O. Box 158  
Tremont, IL 61568

Dear Mr. Sanders:

Attached you will find the Intergovernmental Agreement for Animal & Rabies Control for 2016 signed by Mayor Fred Lang. It was approved at the Village Board meeting on October 28, 2015. I am assuming we will receive a copy once all signatures have been accumulated like in the past.

If you have any questions, please contact me at 309-699-6714 ext. 721.

Sincerely,

A handwritten signature in blue ink that reads "Kimberly Peak". The signature is written in a cursive, flowing style.

Kimberly Peak  
Village Clerk



INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1<sup>st</sup> day of January, 2016, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the Village of Creve Coeur, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$6,918.00, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a) a person in immediate danger of an animal; b) sick or injured domestic animals running at large; c) sick or injured wild animals; d) aggressive animals running at large; e) animal bite reports; f) providing necessary assistance to police, fire or EMS agencies; g) wildlife present in the living quarters of a home/apartment/business however removal of such wildlife from attics, walls or closed interiors areas of a building of any kind is not provided by Tazewell County Animal Control; h) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car)
5. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.

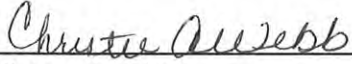
6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
9. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1<sup>st</sup> day of January, 2016, and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

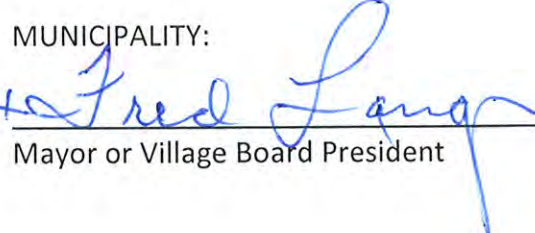
19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this 27TH day of JANUARY, 2016.

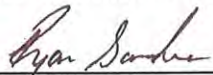
  
\_\_\_\_\_  
Tazewell County Board Chairman

ATTEST:

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

MUNICIPALITY:  
  
\_\_\_\_\_  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

  
\_\_\_\_\_  
Director

ANNUAL AMOUNT:      \$6,918.00

MONTHLY AMOUNT      \$576.50

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the City of Washington which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the City of Washington to the County the sum of \$13,359.96; and

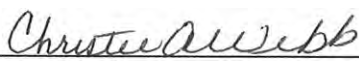
WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2016.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, Gary Manier, Mayor of Washington, 301 Walnut Street, Washington, IL 61571, and the Auditor of this action.

PASSED THIS 27th DAY OF JANUARY, 2016.

ATTEST:

  
County Clerk

  
County Board Chairman

CITY OFFICIALS

Gary W. Manier, *Mayor*

Patricia S. Brown, *City Clerk*

Ellen L. Dingledine, *City Treasurer*



ALDERMEN

Robert A. Brucks, *Ward I*  
Michael J. Brownfield, *Ward I*  
Carol K. Moss, *Ward II*  
Tyler J. Gee, *Ward II*  
Brian H. Butler, *Ward III*  
David Dingledine, *Ward III*  
James L. Gee, *Ward IV*  
Travis L. Maxwell, *Ward IV*

RECEIVED

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TAZEWELL COUNTY  
BOARD OFFICE

November 17, 2015

Mr. Ryan Sanders  
Tazewell County Animal Control  
21314 Illinois Route 9  
P. O. Box 158  
Tremont, IL 61568

Dear Mr. Sanders:

At the November 16, 2015 City Council meeting the Council approved the annual agreement for animal and rabies control services with Tazewell County Animal & Rabies Control.

Enclosed are three original agreements for your signature and the signatures of the Tazewell County Board Chairman and Tazewell County Clerk. After signing please return one fully signed original to me at the address below. Thank you.

Sincerely,

Patricia S. Brown  
City Clerk

Encl.



INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1<sup>st</sup> day of January, 2016, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the City of Washington, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$13,359.96, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a) a person in immediate danger of an animal; b) sick or injured domestic animals running at large; c) sick or injured wild animals; d) aggressive animals running at large; e) animal bite reports; f) providing necessary assistance to police, fire or EMS agencies; g) wildlife present in the living quarters of a home/apartment/business however removal of such wildlife from attics, walls or closed interiors areas of a building of any kind is not provided by Tazewell County Animal Control; h) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car)
5. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.

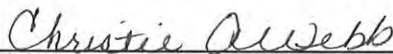
6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
9. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1<sup>st</sup> day of January, 2016, and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this 27TH day of JANUARY, 2016.

  
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Tazewell County Board Chairman

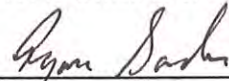
ATTEST:

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

MUNICIPALITY:

  
\_\_\_\_\_  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

  
\_\_\_\_\_  
Director

ANNUAL AMOUNT:        \$13,359.96

MONTHLY AMOUNT       \$1,113.33



Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the City of Marquette Heights which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the City of Marquette Heights to the County in the sum of \$3,210.00; and

WHEREAS, The County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2016.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, Mayor Dana Dearborn, 715 Lincoln Road, Marquette Heights, IL 61554, and the Auditor of this action.

PASSED THIS 27th DAY OF JANUARY, 2016.

ATTEST:

  
County Clerk

  
County Board Chairman

RECEIVED

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TAZEWELL COUNTY  
BOARD OFFICE

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1<sup>st</sup> day of January, 2016, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the City of Marquette Heights, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$3,210.00, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a) a person in immediate danger of an animal; b) sick or injured domestic animals running at large; c) sick or injured wild animals; d) aggressive animals running at large; e) animal bite reports; f) providing necessary assistance to police, fire or EMS agencies; g) wildlife present in the living quarters of a home/apartment/business however removal of such wildlife from attics, walls or closed interiors areas of a building of any kind is not provided by Tazewell County Animal Control; h) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car)
5. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
9. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1<sup>st</sup> day of January, 2016, and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

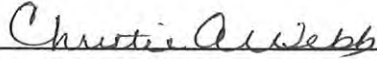


19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this 27TH day of JANUARY, 2016.

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

ATTEST:

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

MUNICIPALITY:

  
\_\_\_\_\_  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

  
\_\_\_\_\_  
Director

ANNUAL AMOUNT:      \$3,210.00

MONTHLY AMOUNT      \$267.50

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the Village of North Pekin which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the Village of North Pekin to the County the sum of \$1,808.04; and


WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2016.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, Stephen Flowers, Village Board President, 318 North Main Street, North Pekin, IL 61554, and the Auditor of this action.

PASSED THIS 27th DAY OF JANUARY, 2016.

ATTEST:

  
County Clerk

  
County Board Chairman



INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1<sup>st</sup> day of January, 2016, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the Village of North Pekin, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$1,808.04, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
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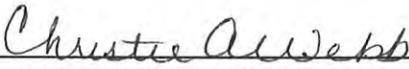
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18. This contract may not be assigned by either party without the written consent of the other party.

19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this 27TH day of JANUARY, 2016.


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

ATTEST:

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

MUNICIPALITY:  
  
\_\_\_\_\_  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

  
\_\_\_\_\_  
Director



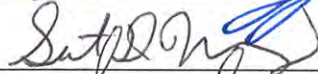
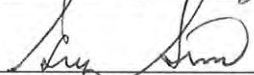

ANNUAL AMOUNT:      \$1,808.04

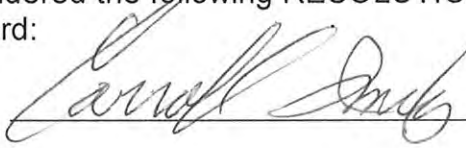



MONTHLY AMOUNT      \$150.67



Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the Village of Mackinaw which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the Village of Mackinaw to the County the sum of \$1,674.00; and

WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2016.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, Craig Friend, Mayor, Municipal Building, 100 E. Fast Avenue, P.O. Box 500, Mackinaw, IL 61755 and the Auditor of this action.

PASSED THIS 27th DAY OF JANUARY, 2016.

ATTEST:

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

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

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

RECEIVED  
DEC 01 2015  
TAZEWELL COUNTY  
BOARD OFFICE

THIS AGREEMENT, entered into this 1<sup>st</sup> day of January, 2016, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the Village of Mackinaw, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$1,674.00, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a) a person in immediate danger of an animal; b) sick or injured domestic animals running at large; c) sick or injured wild animals; d) aggressive animals running at large; e) animal bite reports; f) providing necessary assistance to police, fire or EMS agencies; g) wildlife present in the living quarters of a home/apartment/business however removal of such wildlife from attics, walls or closed interiors areas of a building of any kind is not provided by Tazewell County Animal Control; h) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car)
5. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
9. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1<sup>st</sup> day of January, 2016, and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

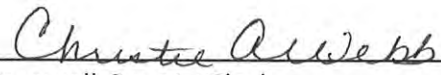


19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this 9<sup>th</sup> day of November, 2015.

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

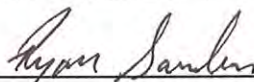
ATTEST:

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

MUNICIPALITY:

  
\_\_\_\_\_  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

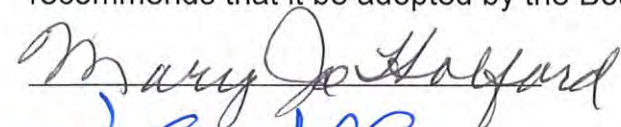




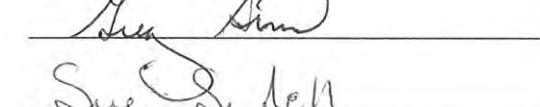

  
\_\_\_\_\_  
Director

ANNUAL AMOUNT:      \$1,674.00

MONTHLY AMOUNT      \$139.50

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the Village of Deer Creek which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the Village of Deer Creek to the County the sum of \$696.00; and

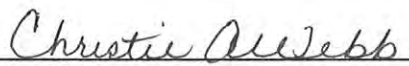
WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2016.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, James Hackney, Village Board President, PO Box 38, Deer Creek, IL 61733 and the Auditor of this action.

PASSED THIS 27th DAY OF JANUARY, 2016.

ATTEST:

  
County Clerk

  
County Board Chairman



INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1<sup>st</sup> day of January, 2016, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the Village of Deer Creek, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$696.00, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a) a person in immediate danger of an animal; b) sick or injured domestic animals running at large; c) sick or injured wild animals; d) aggressive animals running at large; e) animal bite reports; f) providing necessary assistance to police, fire or EMS agencies; g) wildlife present in the living quarters of a home/apartment/business however removal of such wildlife from attics, walls or closed interiors areas of a building of any kind is not provided by Tazewell County Animal Control; h) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car)
5. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.

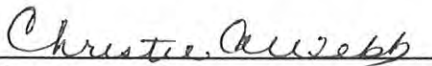
6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
9. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1<sup>st</sup> day of January, 2016, and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.


PASSED this 27TH day of JANUARY, 2016.

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

ATTEST:

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

MUNICIPALITY:

  
\_\_\_\_\_  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

  
\_\_\_\_\_  
Director

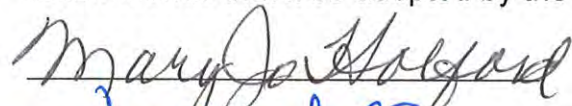
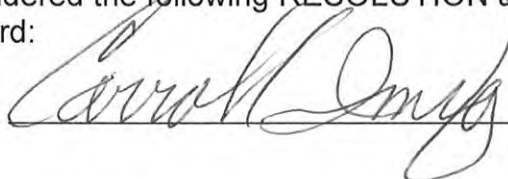

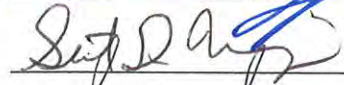

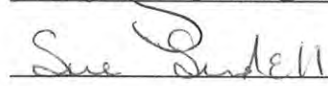

ANNUAL AMOUNT:     \$696.00

MONTHLY AMOUNT     \$58.00

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

 _____	 _____
 _____	_____
 _____	_____
 _____	_____
 _____	 _____

**RESOLUTION**

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the City of East Peoria which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the City of East Peoria to the County the sum of \$28,752.00; and

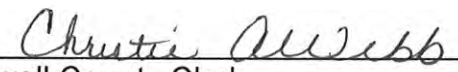
WHEREAS, the County agrees to provide the Animal and Rabies Control Services through The Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2016.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, David Mingus, Mayor of East Peoria, City Hall, Administrative Office, 100 S. Main Street, East Peoria, IL 61611 and the Auditor of this action.

PASSED THIS 27th DAY OF JANUARY, 2016.

ATTEST:

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

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

"Exhibit A"

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1<sup>st</sup> day of January, 2016, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the City of East Peoria, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$28,752.00, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.


1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a) a person in immediate danger of an animal; b) sick or injured domestic animals running at large; c) sick or injured wild animals; d) aggressive animals running at large; e) animal bite reports; f) providing necessary assistance to police, fire or EMS agencies; g) wildlife present in the living quarters of a home/apartment/business however removal of such wildlife from attics, walls or closed interiors areas of a building of any kind is not provided by Tazewell County Animal Control; h) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car)
5. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.



6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
9. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1<sup>st</sup> day of January, 2016, and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this 27TH day of JANUARY, 2016

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

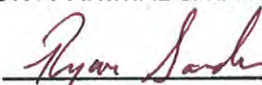
ATTEST:

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

MUNICIPALITY:

  
\_\_\_\_\_  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

  
\_\_\_\_\_  
Director

ANNUAL AMOUNT:      \$28,752.00

MONTHLY AMOUNT      \$2,396.00

Mr. Chairman and Members of the Tazewell County Board:

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

Mary Kay Haggard

Carroll Innes

[Signature]

\_\_\_\_\_

[Signature]

\_\_\_\_\_

[Signature]

\_\_\_\_\_

Sue Sundell

[Signature]

**RESOLUTION**

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the City of Pekin which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the City of Pekin to the County in the sum of \$45,045.96; and

WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2016.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, John McCabe, Mayor, 111 South Capitol Street, Pekin, IL 61554 and the Auditor of this action.

PASSED THIS 27th DAY OF JANUARY, 2016.

ATTEST:

Christie A. Webb  
County Clerk

[Signature]  
County Board Chairman

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1<sup>st</sup> day of January, 2016, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the City of Pekin, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$45,045.96, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a) a person in immediate danger of an animal; b) sick or injured domestic animals running at large; c) sick or injured wild animals; d) aggressive animals running at large; e) animal bite reports; f) providing necessary assistance to police, fire or EMS agencies; g) wildlife present in the living quarters of a home/apartment/business however removal of such wildlife from attics, walls or closed interiors areas of a building of any kind is not provided by Tazewell County Animal Control; h) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car)
5. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
9. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1<sup>st</sup> day of January, 2016, and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

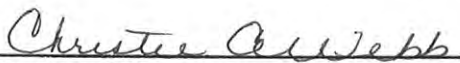


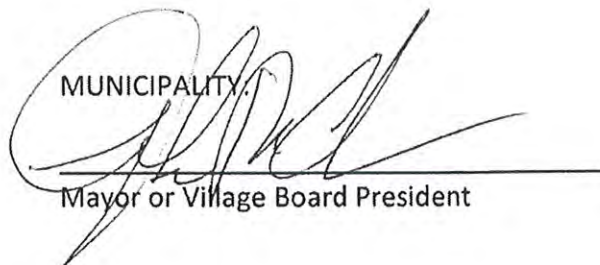
19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this 27TH day of JANUARY, 2016.

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

ATTEST:

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

MUNICIPALITY:  
  
\_\_\_\_\_  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

  
\_\_\_\_\_  
Director

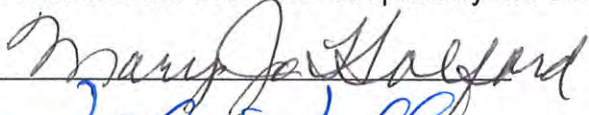

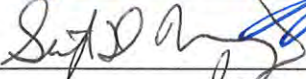



ANNUAL AMOUNT:      \$45,045.96

MONTHLY AMOUNT      \$3,753.83

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

	_____
	_____
	_____
	_____
	_____
	

**RESOLUTION**

WHEREAS, the County's Health Services Committee recommends to the County Board that it enter into an agreement with the Village of Green Valley which will be entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970; and

WHEREAS, the County consider the payment by the Village of Green Valley to the County the sum of \$838.00; and


WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2016.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, Keith Beal, President, 109 E. Main Street, Green Valley, IL 61534 and the Auditor of this action.

PASSED THIS 27th DAY OF JANUARY, 2016.

ATTEST:

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

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

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1<sup>st</sup> day of January, 2016, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the Village of Green Valley, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$838.08, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a) a person in immediate danger of an animal; b) sick or injured domestic animals running at large; c) sick or injured wild animals; d) aggressive animals running at large; e) animal bite reports; f) providing necessary assistance to police, fire or EMS agencies; g) wildlife present in the living quarters of a home/apartment/business however removal of such wildlife from attics, walls or closed interiors areas of a building of any kind is not provided by Tazewell County Animal Control; h) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car)
5. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
9. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1<sup>st</sup> day of January, 2016, and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this 27TH day of JANUARY, 2016.


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

ATTEST:

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

MUNICIPALITY:  
  
\_\_\_\_\_  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

  
\_\_\_\_\_  
Director

ANNUAL AMOUNT:      \$838.08

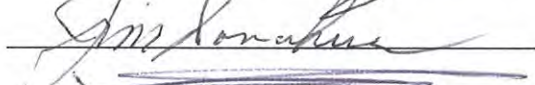
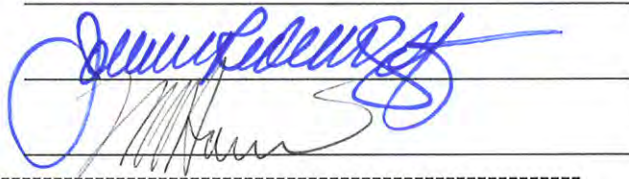
MONTHLY AMOUNT      \$69.84



**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

	_____
	_____
	_____
	
	_____

**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to authorize a Budget Line Transfer for the Board of Review Office:

Transfer \$2,500.00 from Legal Notices Line Item (100-157-533-400) to Appraisals Line Item (100-158-533-150)

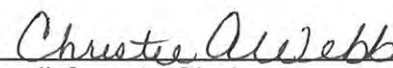
WHEREAS, the transfer of funds is needed for a calculated shortfall in the balance of this line item resulting from the need of a Commercial Appraisal.

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 27th DAY OF JANUARY, 2016.

ATTEST:

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

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



## TAZEWELL COUNTY SUPERVISOR OF ASSESSMENTS

Gary Twist, Chief County Assessment Officer

11 South Fourth Street

McKenzie Building, Suite 410

Pekin, Illinois 61554-4206

Phone: (309) 477-2275

Fax: (309) 477-2204

---

DATE: January 11, 2016  
TO: Tim Neuhauser, Chairman Finance committee  
FROM: *gt* Gary Twist, CCAO  
SUBJECT: Line Item Transfer Request for Board of Review Office

I respectfully request the following transfer:

\$2500 from Legal Notices Line Item #100-157-533-400  
to Appraisals Line Item #100-158-533-150 .

The transfer of funds is needed for a calculated shortfall in the balance of this line. The shortfall was created by the need of a Commercial Appraisal for a Board of Review appeal at a total cost of \$4500.

Thank you for your assistance in this matter.

Cc: Vicki Grashoff, Auditor

**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 the posting and filling of the newly created position of a Probation Operations Assistant; and

WHEREAS, the Probation Operations Assistant is a union position, Grade 13 with a hiring range of \$17.36 to \$21.68 per hour.

THEREFORE BE IT RESOLVED by the County Board that the Court Services Director is authorized to post, interview for and fill this position.

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

PASSED THIS 27th DAY OF JANUARY, 2016.

ATTEST:

  
County Clerk

  
County Board Chairman

THE CIRCUIT COURT OF THE TENTH JUDICIAL DISTRICT  
**OFFICE OF COURT SERVICES**  
ADULT PROBATION  
334 ELIZABETH STREET \* SUITE 100  
PEKIN, IL 61554  
309-477-2281

TO: Human Resources Chairman  
FROM: John Horan, Court Services Director  
DATE: December 16, 2015  
RE: **New Position in Court Services**

I respectfully request that the Human Resources Committee approve hire for the following position(s) in Court Services:

**Type:** Probation Operations Assistant

**Grade:** 13

**Step:** N/A

**Salary and/or Hourly Wage:** \$17.36

**Stipend if applicable:** N/A

Please see attached. Thank you for your consideration in this matter.



**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 Tazewell County Board recognizes County employees indicated herein for their years of loyal service to Tazewell County Government and is proud to present each employee with a Certificate of Appreciation:

2015 Service Awards by Department

**Circuit Clerk**

Lee Ann Abts	10 years
Lincoln Hobson	10 years
Sarah Keyes	10 years
Sharon Munge	35 years
Kelly Nagel	15 years
Sherri Simpson	10 years
Tonya Slater	15 years
Rita Taylor	10 years
Diane Veerman	15 years

**Community Development (Zoning)**

Judy Searle	10 years
Jaclynn Workman	10 years

**County Board Members**

Sue Sundell	10 years
-------------	----------

**County Clerk**

Vicki Hubert	20 years
Carla Sellers	15 years

**Court Services**

Kimberly Atkins	15 years
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Melissa Barnett	15 years
Jamie Cates	10 years
Schad Martin	20 years
Kimberly Olar	20 years

**Health Department**

Julie Angle	10 years
Sandy Barry	15 years
Rebecca Bloom	10 years
Lori Brown	15 years
Danette Eubank	10 years
Amy Fox	25 years
Melissa Goetze	10 years
James Golianis	10 years
Kim Gudzinskis	15 years
Lisa Hill	10 years
Dora Potts	10 years
Kimberly Stahl	10 years
Vickie Tyler	10 years
Christine Worlow	25 years
Sharon Watson	15 years
Sarah Williams	10 years

**Highway**

Randy Evelsizer	30 years
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**Public Defender**

James Bradshaw	10 years
John Longergan	15 years
Dale Thomas	15 years

**Sheriff Department**

Christopher Barnhill	15 years
Jeffrey Bass	25 years
Randy Davis	30 years
Mark Godar	20 years
Cortney Koontz	10 years
Mark Peterson	20 years
Shawn Robinson	10 years
Darrell Slaven	10 years
Clyde Taylor	30 years
Steven Vandusen	15 years

**States Attorney**

Caelyn Deeb-Diver	20 years
Michael Green	25 years
Anna Peters	15 years
Kevin Johnson	25 years

Stewart Umholtz

30 years

**Treasurer**

Susan Rasmussen

25 years


Bonnie Shipp

15 years

THEREFORE BE IT RESOLVED that the County Board extends its thank you and appreciation to said employees of Tazewell County Government.

PASSED THIS 27<sup>th</sup> DAY OF JANUARY, 2016.

ATTEST:


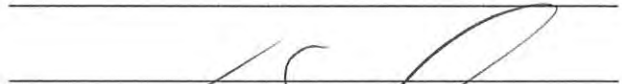

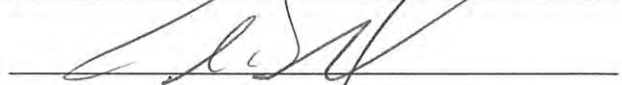
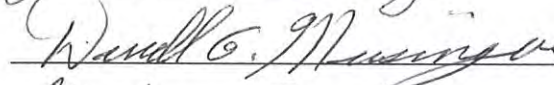
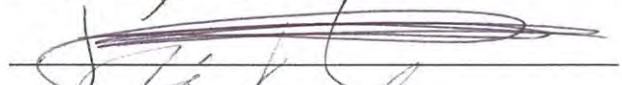

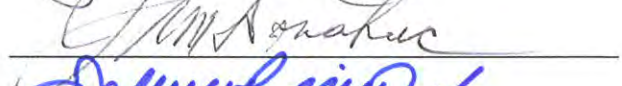
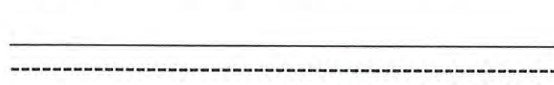



  
\_\_\_\_\_  
County Clerk

  
\_\_\_\_\_  
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 a collective bargaining agreement between Tazewell County and the Teamsters, Chauffeurs, and Helpers Union Local No. 627, representing Highway Department Maintenance Workers; and

WHEREAS, this Agreement is effective December 01, 2015 and is for a four year period; and

THEREFORE BE IT RESOLVED by the County Board that the collective bargaining agreement be approved.

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

PASSED THIS 27th DAY OF JANUARY, 2015.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
TAZEWELL COUNTY, ILLINOIS, A BODY  
POLITIC,  
EMPLOYER  
AND  
TEAMSTERS, CHAUFFEURS, AND HELPERS  
UNION  
LOCAL NO. 627  
AFFILIATED WITH  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND  
HELPERS OF AMERICA,  
UNION  
HIGHWAY DEPARTMENT MAINTENANCE  
WORKERS

December 1, 2015 – November 30, 2019

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## PREAMBLE

This Agreement is entered into by Tazewell County, Illinois, a body politic, hereinafter referred to as the Employer, and Teamsters, Chauffeurs and Helpers Union Local No. 627, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the Union, after engaging in collective bargaining pursuant to the Public Act 83-1012 (Illinois Public Labor Relations Act) for the purposes of promoting harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## ARTICLE I

### RECOGNITION

#### Section 1 - Unit Recognition

It is agreed by the Employer that the Teamsters, Chauffeurs and Helpers Union Local Number 627 shall be the sole bargaining agent for all persons employed in the bargaining unit for the purpose of establishing wages, hours, and other conditions of employment as required by the Illinois Public Labor Relations Act. The bargaining unit will consist of all regular full-time, part-time and temporary employees of the Tazewell County Highway Department employed in the classifications of mechanics and maintenance employees.

#### Section 2 - Probationary Period

Any new employee shall be employed on a thirty (30) working day (sixty (60) calendar days with the consent of the Employer and the Union) probationary period, during which time the employee shall not be entitled to fringe benefits contained in this Agreement, except such employee will be eligible to participate

in the insurance program as set forth in Article XVII after the thirtieth (30) day of employment. During the probationary period the employee may be discharged without further recourse; provided, however, the Employer may not discharge or discriminate for the purpose of evading this Agreement or discriminating against Union members. After thirty (30) working days or sixty (60) calendar days, whichever may come first, the employee shall be placed on the regular seniority list back to the original date of hire.

### Section 3 - Employer Not to Sponsor Other Organizations

The Employer shall not sponsor or promote, financially or otherwise, any group or labor organization, for the purpose of undermining the Union.

### Section 4 - Employer Not to Enter Into Other Agreements

The Employer agrees not to enter into any agreement or contract with employees in the bargaining unit, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement shall be null and void.

### Section 5 - Stewards

The Local Union shall retain the right to appoint a Union steward to represent the employees in the bargaining unit. The Employer shall be notified in writing by the Union as to the identity of the steward. The Employer shall be notified in a like manner of any change of same.

### Section 6 - Work Assignments

A supervisory employee shall not perform bargaining unit work except when it arises in line with or in the course of his supervisory duties, including to train, to instruct employees, to assure proper standards or work and performance, to protect the safety of employees and equipment, to overcome operational difficulties, or in emergency situations, such as severe storms, floods or snowstorms. Such work by supervisors shall not cause any layoffs or reduction of hours of the bargaining unit employees.

## Section 7 – Temporary Employees

The County Highway Department may hire three (3) temporary employees between November 1 and March 31 of any year covered by this Agreement. It is understood and agreed that such temporary employees will not work on any day, Monday through Sunday, unless all regular employees are working. However, a regular employee will not make any claim under this Section if: a) such employee did not work on his own volition on a day that a temporary employee worked; or b) an employee was off due to injury or on family medical leave. Nothing in this section shall preclude the Highway Department from utilizing qualified technical employees in maintenance functions during times of emergency or when regular maintenance employees are off due to injury or on family medical leave prior to utilizing Temporary Employees.

Temporary employees will not be entitled to any fringe benefits provided for in this Agreement. However, temporary employees shall be subject to the provisions of ARTICLE III of this Agreement.

Temporary employees will not accrue seniority when employed between November 1 and March 31st of any year covered by this Agreement. However, if such temporary employee does work prior to November 1st or after March 31st of any year covered by this Agreement, such employee's seniority will begin with his original date of hire and such employee will be entitled to all rights and benefits of a regular employee.

In addition to the use of Temporary Employees to supplement the bargaining unit employees as detailed above, the County Highway Department may hire temporary employees at any time throughout the year to fill-in during the absence of bargaining unit employees. Such work shall not cause any layoffs or reduction of hours of the bargaining unit employees.

ARTICLE II  
MANAGEMENT RIGHTS

It is understood and agreed that any of the rights, powers or authority the County had prior to the signing of this Agreement are retained by the County except those specifically abridged, granted or modified by this Agreement.



## ARTICLE III

### UNION SHOP AND DUES

#### Section 1 - Union Dues and Fair Share

All bargaining unit employees shall become members of the Union or pay fair share not later than the thirty-first (31st) day following the beginning of their employment or within thirty-one (31) days of the execution of this Agreement as a condition of employment and shall continue in good standing in the Union or pay fair share as a condition of continued employment. Any employee not completing his membership in the Union, remaining in good standing or paying fair share as herein provided shall be subject to dismissal by the Employer upon written demand of the Union.

The Employer shall deduct monthly from the pay of each bargaining unit employee from whom it has received a written authorization to do so the amount certified by the Union to be the amount required for payment of monthly membership dues and uniform initiation fees, and remit the sums deducted to the Union within ten (10) days after the deductions are made.

All bargaining unit employees who are not members of the Union and who do not become members of the Union within thirty-one (31) days of the effective date of this Agreement or of their date of employment, whichever is the later, and continuing during the term of this Agreement so long thereafter as they are not members of the Union shall pay to the Union each month their fair share of the costs of services rendered by the Union which are chargeable to non-members under applicable law, as certified by the Union to the Employer, and which may not exceed the monthly dues uniformly required by members of the Union. Upon receipt of said certification, the Employer shall deduct monthly and remit to the Union within ten (10) days thereafter the required fair share contribution from the pay of any employee who has not authorized deduction of Union dues.

#### Section 2 - Indemnification

The Union shall indemnify, defend and hold the Employer blameless against any claim, denial, suit or liability owing from any action taken by the employee in complying with this Article.

#### ARTICLE IV

#### 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, so long as such contracting does not cause a layoff of bargaining unit employees.

#### ARTICLE V

#### 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, mental or physical handicaps or other non-merit factors.

##### 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.

ARTICLE VI  
NO STRIKE/NO LOCKOUT

Section 1 - Strike and Lockout Prohibited

Neither the Union nor any of its officers, agents or County employees will instigate, promote, encourage, sponsor, engage in or condone any strike slowdown, concerted work stoppage, sympathy strike or any other intentional interruption of work during the term of this Agreement. The Employer shall not lock out any employees in the bargaining unit during the term of this Agreement.

ARTICLE VII  
PERSONNEL FILES

Section 1 - Inspection

Inspection of employee's personnel file shall be in accordance with the Illinois Personal Records Act, Chapter 48, Section 2000 et. seq.

Section 2 - Union Access

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

Section 3 - Employee Rights

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

ARTICLE VIII

DISCIPLINE AND DISCHARGE

Section 1 - Definition

Employer agrees with the tenets of corrective and progressive discipline.

Disciplinary action shall include the following:

- A. Oral warning;
- B. Written warning;
- C. Suspension without pay;
- D. Discharge;

Before an employee can be discharged under the provisions of this Section 1, the employee must have received at least one (1) warning for the offense for which he is being subjected to discharge, and such employee shall be subject to discharge only after the progression set forth in this Section has been complied with unless the discharge is pursuant to Section 3 herein.

Section 2 - Just Cause

Employer agrees that disciplinary action 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 requirement to use progressive disciplinary action does not prohibit the Employer the use of summary discharge or suspension upon any of the following grounds:

1. Dishonesty;
2. Appearing for work intoxicated (whether induced by the consumption of alcoholic beverages or by the use of non-prescribed illegal drugs);
3. Unauthorized person in vehicle;
4. Willful destruction of County property;
5. Fighting on the job;
6. Failure to obey a direct and reasonable order from their superintendent or foreman.

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.

Section 4 - Use of Prior Warnings

Any notation of an oral warning placed in the employee's file shall be for documentation only and shall not be considered in imposing any disciplinary action. Any written warning in the employee's file shall not be considered in imposing disciplinary action for a current offense when more than twelve (12) months have elapsed from the written warning or suspension and shall be removed from employee's file and disposed of.

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.

ARTICLE IX

DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 1 - Definition of a Grievance

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

Section 2 - 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 4, Section 7 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 3 - Subject Matter

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

### Section 4 - Time Limitations

Grievances may be withdrawn at any step of the grievance procedure without precedent or prejudice. 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 3 and Step 4 exceed forty-five (45) days. Time limits may be extended by mutual agreement.

### Section 5 - Investigation

The steward shall be permitted reasonable time at the beginning and end of the workday to investigate established grievances on the Employer's property without loss of pay.

### Section 6 - Grievance Meetings

A maximum of one (1) employee (the grievant or the Union steward) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. A maximum of two (2) employees (the grievant and/or Union steward) per work shift shall be excused from work with pay to participate in a Step 3 or Step 4-grievance meeting. The employee(s) shall only be excused for the

amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee's assigned work task shall be performed first and the grievance filed later, unless the employee reasonably believes the assignment endangers his safety.

#### Section 7 - Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

##### Step 1.

The Union shall prepare a written grievance on a form mutually agreed to and present it to the County Highway Superintendent within ten (10) working days from the date the employee knew or should have known of the occurrence that gave rise to the grievance. Within five (5) working days after the grievance has been submitted to the Highway Superintendent, the Highway Superintendent shall meet with the grievant and the Union steward to discuss the grievance and make a good faith attempt to resolve the dispute. The Highway Superintendent shall respond in writing to the grievant and the steward within five (5) working days following the meeting. If the resolution of the grievance requires the expenditure of money beyond available budget funds, the grievance shall be referred to Step 3 (Three).

##### Step 2.

If no agreement is reached at Step 1 (One) the Union Business Agent and the Highway Superintendent shall meet within five (5) working days in an effort to resolve the issue.

##### Step 3.

If the grievance is not settled at Step 2 (Two) the grievance may be referred in writing to the County Highway Committee within five (5) working days after the decision of the Highway Superintendent. Within twenty (20) working days after the grievance has been filed with the Committee, the Committee shall meet with the Union and the grievant. If the grievance is not settled at that meeting, the Committee shall present the matter to the full Board at its next regularly scheduled meeting and the Board shall render a written decision within five (5) working days.

#### Step 4.

If the dispute is not settled at Step 3 (Three), the matter shall be submitted to arbitration within ten (10) working days after the County Highway Committee's written decision or the expiration of the five (5) day period if the Committee fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration a representative of the Employer and the Union shall meet to select an arbitrator from a list of mutually agreed-to arbitrators. 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 X

### SENIORITY/LAYOFFS/RECALL

#### Section 1 - 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. Seniority rights for employees shall prevail as long as the employee involved possesses the necessary working experience and ability to perform the available work.

#### Section 2 - Loss of Seniority

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

1. Quits;
2. Is discharged;
3. Is absent from work three (3) consecutive days without notification to and approval by the Employer, other than the cause of proven sickness, or is unable to notify the Employer because of physical incapacity or other reasonable excuse;
4. Is laid off for more than one (1) year or fails to report to work within ten (10) working days after having been recalled from layoff;
5. Fails to report for work at the termination of a leave of absence;
6. If an employee on a leave of absence for personal or health reasons accepts other employment without permission.

#### Section 3 – Seniority List

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

#### Section 4 - 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 inverse order of seniority in their job classification.

Section 5 - Recalls

Employees shall retain recall rights for one (1) year. 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.

ARTICLE XI

HOURS OF WORK/BREAKS/OVERTIME

Section 1 - Hours of Work

Eight (8) hours shall constitute a day's work, Monday through Friday. All work performed after eight (8) hours a day, Monday through Friday, and forty (40) hours per week, Monday through Friday, before 7:00 A.M. or after 3:30 P.M., except as provided for in Section 6 of this Article, shall be paid at the rate of time and one-half (1-1/2). All work performed on Saturday shall be paid at the rate of one and one-half (1-1/2). All work performed on Sunday shall be paid at the rate of double (2). Any employee called out or put to work due to emergency circumstances outside his normal hours shall be guaranteed three (3) hours' pay at the applicable overtime rate. This call-out minimum shall not apply to hours that extend the normal work shift of the employee.

Section 2 - Break Periods

A fifteen (15) minute break or rest period for all employees shall be allowed in the first four (4) hour period, and the same shall be allowed in the second four (4) hour period.



### Section 3 - Lunch Period

Each employee shall be granted not less than one-half (1/2) hours' lunch period between the third (3rd) and fifth (5th) hour of the shift. If an employee is requested to work through this period, he will receive an additional one-half (1/2) hours' pay at the overtime rate. Any employee who works more than two (2) hours beyond his regular eight- (8) hour day shall be allowed to take another one-half (1/2) hour for dinner.

### Section 4 - Guaranteed Workweek

All regular employees shall be guaranteed a work week of forty (40) hours.

In any week in which one or more paid holidays fall, the guaranteed workweek shall be reduced by the number of holiday hours.

### Section 5 - Computing Overtime

Vacation days, holidays, sick leave days, personal days and funeral leave shall be counted as hours worked for the purpose of computing overtime.

### Section 6 - Call Out Overtime

No later than 3:00 P.M. each Thursday, the Highway Superintendent will post, on the bulletin board, the name and phone number of the maintenance employee who will be responsible for emergency call out duty for the following week. The Superintendent shall be responsible for setting up a rotation schedule so that the duty will be equally distributed among the maintenance employees insofar as is practicable.

It will be the responsibility of the employee on call out duty to notify the Highway Superintendent if he or she is to be reached at a number other than the posted phone number. If the employee cannot be reached at the number supplied to the Highway Superintendent, or a person designated by him, it shall be considered a refusal of the job assignment by the employee and the Highway Superintendent or his designee shall have discretion to call out any other employee of the Highway Department. If upon call out of the remaining

employees no other employee can be contacted at their respective call out numbers supplied in like manner, the employee on call out duty shall be contacted again. If the employee cannot be reached at that time, the Highway Superintendent or his designee may provide for the work to be completed in any manner and it may be considered a failure to report for duty by the employee in call out duty depending on the circumstances.

## ARTICLE XII VACATIONS

### Section 1 - Vacation Leave

Vacation schedule shall be as follows:

After one (1) years' service - Two (2) weeks paid vacation. The employee may take one (1) of these two (2) weeks after six- (6) months' service.

After five (5) years service - Three (3) weeks paid vacation.

After ten (10) years service - Four (4) weeks paid vacation.

Employees who are earning five (5) weeks paid vacation as of the execution date of this Agreement shall continue to earn five (5) weeks.

### Section 2 – Vacation Pay

Vacation pay will be based on an average workweek with regular workweek of forty (40) hours. Employees who have worked less than one (1) year (fifty-two (52) weeks) in the previous year will receive a prorata vacation which will be computed on the basis of one/twenty-sixth (1/26) of the regular vacation pay for each pay period worked.

### Section 3 - Earned Vacation

If any employee has not taken the earned vacation and is terminated, such employee will receive the full vacation as earned for the previous year.

In the event a holiday falls within an employee's vacation period, such employee may either be paid for the holiday or may extend the vacation by one day so long as the Highway Superintendent is notified that the additional day will be taken, one (1) week in advance of the time the employee starts the vacation.

#### Section 4 - Vacation Limitations

No employee will be allowed to continue working and receive pay for the vacation period. The allowable vacation leave must be taken by the employee in the year in which it is due; however, a carryover of vacation time into another year shall be a maximum of two (2) weeks unless otherwise agreed to by the Highway Superintendent.

If an employee fails to use vacation earned during the year in excess of the maximum permitted carryover 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 year for use. No employee may sell back vacation unused at the end of the year.

#### Section 5 - Vacation Requests

Except for an occasional day which is taken as vacation leave, all employees must submit, in writing, to the County Superintendent of Highways, a schedule of desired vacation at least thirty (30) days in advance of the start of such vacation. At least one (1) day's notice shall be given for one day's leave.

#### Section 6 - Summer and Winter Vacation Limitations

During the period of April 1st through November 30th, no more than two (2) people shall be on vacation at one time, except with the permission of the Highway Superintendent three (3) persons may take vacation at the same time. During the period of December 1 through March 31, no more than one (1) employee shall be on vacation at a time, except with the permission of the Highway Superintendent two (2) persons may be on vacation at the same time. The first two (2) calendar weeks of vacation time will be assigned by seniority and after that if an employee wants additional time, such employee may take vacation time if no conflicts exist beyond the two (2) at one time. The schedule for summer vacations shall be set prior to May 1 with any conflicts in scheduling to be settled by the Superintendent based on seniority of the conflicting parties.

ARTICLE XIII  
HOLIDAYS

Section 1 – Paid Holidays

Except in cases of emergency, all non-probationary employees shall have the following days of f with full pay:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

Section 2 - Alternate Days

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

Section 3 - Eligibility

In order to receive holiday pay, an employee must work his last scheduled day before and his first scheduled day after the holiday unless such employee is absent from work with the approval of the Superintendent.

Section 4 - Work Performed on Holidays

For work performed on the holidays listed in Section 1 of this Article, the rate of pay will be two (2) times the regular rate of pay in addition to his regular holiday pay. When Christmas falls on Monday, Christmas Eve will be celebrated on the preceding Friday.

Section 5 - Physician's Certificate Required

Illness substantiated by certification of a reputable physician in writing, presented to the County upon an employee's return to work, or death in the immediate family, will not disqualify the employee under holiday provisions.

Section 6 – Holidays While on Layoff

In the event an employee fails to comply with the eligibility provisions for holiday pay set forth above, due to the fact that he was on layoff, he shall nevertheless be deemed to have complied with such eligibility provisions if he works for the Employer sometime during the two-week period before or after the holiday occurs.

ARTICLE XIV

SICK LEAVE

Section 1 – Purpose

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

Section 2 - Accumulation

(a) Bargaining unit employees will accrue sick days at the rate of one (1) day per month. A new employee will be eligible for sick leave after completion of the probationary period. Sick leave shall be taken in not less than four (4) hour increments.

(b) Sick leave may be accumulated to a maximum of eighty (80) working days. In lieu of payment under Section 3, upon retirement, an employee may accumulate up to one hundred fifty-six (156) days to be used to apply toward early retirement under IMRF, to the fullest extent provided for by law.



Section 3 - Pay For Accumulated Sick Leave

Upon retirement an employee will be entitled to be compensated for one-half (1/2) of the number of days of his accumulated sick leave based on eight (8) hours pay for each day of such sick leave.

Section 4 - Return To Work

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

Section 5 - Sick Leave Abuse Sanctions

For the purposes of the provisions contained in this Article, "Abuse" of sick leave is the utilization of such for reasons other than those stated in Section 1 of this Article.

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

ARTICLE XV

LEAVES OF ABSENCE

Section 1 – Personal Leaves

Beginning December 1, 2002, and each year thereafter for employees with less than five (5) years of service, each year one (1) day with full pay may be used by the employee for personal leave for the purpose of attending to personal, legal, household or family matters that require absences during working hours. For employees with five (5) or more years of service, each year three (3) days with full pay may be used by the employee for personal leave for the purpose of attending to personal, legal, household or family matters that require absence during the working hours. Except in emergencies, the employee

shall request such leave on a form provided by the Employer, processed by the Superintendent, at least two (2) working days in advance of the day to be taken. It is accepted that personal leave may not be used to extend vacations, or other leaves of absence, receive remuneration or to seek employment elsewhere. Personal leave must be used in no less than four (4) hour increments. Personal leave will be posted December 1<sup>st</sup> of each year for the full year. An employee who leaves during the fiscal year prior to its completion shall reimburse the Employer out of their final pay with any amounts of personal leave taken beyond that which accrued to them during the fiscal year.

#### Section 2 - Leave to Attend a Funeral

(a) If a death occurs in the immediate family of an employee, a maximum of three (3) days special leave will be allowed that employee at full pay. Such days will not be charged to vacation or sick leave. If it is necessary that the employee be absent from work for more than three (3) days, such employee will not be paid for time in excess of three (3) days; however, those days will not be charged to vacation or sick leave.

(b) For the purpose of this Section, "immediate family" is defined as the spouse, son, daughter, grandchild, grandparents, brother, sister, mother, father, mother-in-law and father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and stepchildren of the employee.

#### Section 3 - Other Employment

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

ARTICLE XVI

UNPAID LEAVES OF ABSENCE

Section 1 - Unpaid Leaves

Leaves of absence without pay may be granted.

ARTICLE XVII

INSURANCE

Section 1 - Contributions

The Employer agrees to pay to Central States Southeast and Southwest Areas Health and Welfare Fund effective November 29, 2015, the sum of \$298.80 per participant per week; effective November 27, 2016, a sum not-to-exceed \$331.80 per participant per week; and, effective December 3, 2017, a sum not-to-exceed \$367.50 per participant per week.

Effective November 29, 2015, each employee participating in the plan shall contribute each week through payroll deduction twenty-three percent (23%) of the actual amount paid by the Employer on their behalf.

Not-to-exceed rates for Fiscal Year 2019 will be mutually agreed upon by

November 30, 2017 and the Collective Bargaining Agreement amended to reflect the rates. If the parties fail to agree to not-to-exceed rates by November 30, 2017, either party has the right to cancel the fourth year of this agreement, which must be done in writing to the other party by December 31, 2017.

#### Section 2 - Contributions for Leave of Absence

If an employee is injured on-the-job, the County shall continue to pay the required contributions until such employee returns to work. If an employee is granted a leave of absence, the employee shall pay to the County prior to the leave of absence being effective, sufficient monies to pay the required contributions into the health and welfare fund during the period of absence, in full.

#### Section 3 - Eligibility

Contributions to the health and welfare fund must be made for each week on each regular or extra full time employee, including weeks where work was performed for the County, but not under the provisions of this contract and although contributions may be made for those weeks into some other health and welfare fund. Employees who work part-time, temporarily in cases of emergency under the term of this contract, or are short term employees as defined by the Illinois State Labor Relations Act, shall not be covered by the provisions of this Article.

#### Section 4 – Appeals

Any matter pertaining to the health and welfare fund shall be referred to the Union for disposal.

ARTICLE XVIII  
RETIREMENT PROGRAM (IMRF)

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

ARTICLE XIX

WAGES

Section 1 - Rate of Pay

Members of the bargaining unit shall be paid in accordance with the attached Wage Schedule A.

ARTICLE XX

MISCELLANEOUS PROVISIONS

Section 1 - Personnel Policies

To the extent that the Tazewell County Employees Personnel Policies Handbook does not conflict with the provisions of this Agreement, such policies shall continue in full force and effect.

Section 2 - Employee Assistant Program

The Employee Assistance Program (E.A.P.) at Tazewell County is a counseling and referral service offered to all Tazewell County employees. Personal problems, such as drug and alcohol abuse, legal or financial problems, and family or emotional upsets can seriously impair an employee's job performance. The E.A.P. will offer counseling and referrals to successfully resolve these problems. Tazewell County recognizes alcohol and chemical dependency as diseases, which are treatable. No employee with alcoholism or chemical dependency will have his or her job security or promotional opportunities jeopardized by a request for help. No information will be shared with anyone or agency without the employee's written consent.

### Section 3 - Telephone/Driver's License/Uniforms

Employees designated by the Employer may be required, as a condition of continued employment, to obtain and maintain an operating telephone in their place of residence; and, to obtain and maintain appropriate attire for working, including employee uniforms; and, to obtain and maintain a driver's license appropriate for the related employment use. Appropriate clothing shall not include sneakers, slippers, or inappropriately worded shirts. Each employee in the bargaining unit shall receive a clothing allowance the first pay period of each fiscal year as follows: five hundred dollars (\$500.00) for Fiscal Year 2015, five hundred fifty dollars (\$550.00) for Fiscal Year 2016, and six hundred dollars (\$600.00) for Fiscal Year 2017 and Fiscal Year 2018. Failure to provide clothing receipts for the purchase of coveralls, work pants, work shirts, boots or jackets equal or exceeding the annual allowance in any fiscal year will result in the unused portion being deducted from the employee's last paycheck each fiscal year of this Agreement. The paid receipt may be given to the County Engineer, then reimbursement will be made. The Employer agrees to provide equipment and up to one-half (1/2) hour training during work time to assist present employees in obtaining the appropriate driver's license. Employees will be allowed to take the appropriate driver's license test during work time at a time designated by the Employer. Effective December 1, 1995, the Employer will pay for the C.D.L. license renewal of each employee. Employees will be required to wear appropriate rubber-soled or non-slip shoes to work each day. Each employee will be issued an orange winter coat to be replaced on an as needed basis.

### Section 4 - 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 5 - Tool Replacement

It is agreed that any personal tools not under manufacturer's warranty that are broken or lost on the job shall be replaced at the expense of the Employer, not to exceed five-hundred dollars (\$500.00) per year.

ARTICLE XXI

INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting grievances, investigating working conditions, and ascertaining that this Agreement is being adhered to; provided, however, that there is no interruption of work or of the working schedule of employees involved.

The Employer agrees to provide suitable space for the Union to place a bulletin board, which shall be no larger than 24 X 30. Posting by the Union shall be restricted to this board and shall be confined to official business of the Union.

ARTICLE XXII

PICKET LINE

It shall not be a violation of this Agreement, and it shall not be cause for discharge or any other penalty, including replacing employees with either temporary or permanent replacements, if an employee refuses to cross through a legally established picket line of any Union; however, this provision shall not apply during an emergency created by an act of God.

ARTICLE XXIII  
MAINTENANCE OF STANDARDS

This 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.

This provision does not give the County the right to impose or continue wages, hours and working conditions less than those contained in this contract.

It is agreed that the provisions of this Article 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 XXIV  
UNAUTHORIZED ACTIVITY CLAUSE

It is further mutually agreed that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the County a written notice, which notice will list the Union's authorized representatives who will deal with the County.

In the event any employee or group of employees covered by this Agreement shall, during the term hereof, participate in any such unauthorized strike or other such activity, the Union agrees that within four (4) hours after the County notifies, in writing, the Union's authorized representatives of such occurrence it will direct such employee, or group of employees, to resume normal work and will take effective means to terminate such unauthorized conduct, including the execution and delivery to the County by an authorized officer of the Union, a notice to the effect that such occurrence is neither authorized nor approved by the Union. If the foregoing provisions are complied with, the

Union will not be deemed to have violated this Article or to be amenable to suit for damages on account thereof.

ARTICLE XXV

SEPARABILITY AND SAVINGS CLAUSE

Section 1 - Savings Clause

If any Article or Section of this Agreement or if any Rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2 - Separability Clause

In the event that any Article or Section is held invalid by enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XXVI  
COMPLETE AGREEMENT

The parties acknowledge that during the negotiations, which preceded this, Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Notwithstanding the provisions of Articles VI and XXVI, it is agreed that for the life of this Agreement each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to in this Agreement.

ARTICLE XXVII  
TERMINATION

This Agreement shall be effective as of the 1st day of December 2015, and shall remain in full force and effect until the 30th day of November 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

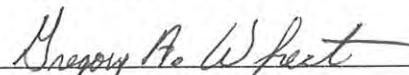
In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than sixty (60) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this


27TH day of JANUARY, 2016.


FOR THE UNION:

BY:   
Union Representative

BY:   
Union Representative

FOR THE EMPLOYER:

BY:   
Chairman, Tazewell County Board

Attest:   
County Clerk, Tazewell County

TAZEWELL COUNTY HIGHWAY DEPARTMENT

WAGE SCHEDULE A

(Hourly Rate)

I. Class	<u>12/01/15</u>	<u>12/01/16</u>	<u>12/01/17</u>	<u>12/01/18</u>
Mechanic	\$27.81	\$28.51	\$29.29	\$30.17
Maintenance	\$26.28	\$26.94	\$27.68	\$28.51

This wage schedule is effective retroactive to December 1, 2015, for employees on the payroll as of the date of the execution of this Agreement. Retroactive wages shall be paid within 45 days of the date of execution of this Agreement.

Any employee who works as a mechanic for one (1) day or more while the mechanic is on vacation or absent will receive a premium of \$1.00 per hour for all hours worked.

New Full-Time Employees hired after December 1, 2015, shall be paid at 90% of the above hourly rate for the first year of employment. Thereafter, Full-Time Employees shall be paid the full applicable above-listed hourly rate. All current Employees that are at the 80% rate of pay shall be moved to 90% of the applicable rate of pay and all current Employees that are at the 90% rate of pay shall be moved to 100% of the applicable rate of pay.

Temporary Employees

<u>12/01/15</u>	<u>12/01/16</u>	<u>12/01/17</u>	<u>12/01/18</u>
\$16.50	\$17.00	\$17.50	\$18.00





BE IT FURTHER RESOLVED that the Tazewell County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2016, commencing December 1, 2015 and ending November 30, 2016, by hereby appropriated the sum of \$32,000.00 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2016.

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

PASSED THIS 27th DAY OF JANUARY, 2016.

ATTEST:

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

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

**STEWART J. UMHOLTZ**  
TAZEWELL COUNTY STATE'S ATTORNEY

TAZEWELL COUNTY COURTHOUSE  
342 COURT STREET, SUITE 6  
PEKIN, ILLINOIS 61554-3298



TELEPHONE: 309-477-2205  
FACSIMILE: 309-477-2241  
HTTP://WWW.TAZEWELL.COM

**RECEIVED**

**NOV 17 2015**

**TAZEWELL COUNTY  
BOARD OFFICE**

Memorandum

November 16, 2015

From: Stewart J. Umholtz

To: Chairman Dave Zimmerman

re: Annual Appellate Prosecutor resolution

Please present the attached resolution to your Executive Committee for approval. Our financial contribution for FY 2016 is \$32,000. We continue to utilize the services of the Appellate Prosecutor for criminal appeals, labor counsel, and special trial assistance. Cost for this service is budgeted in the Legal Services line item in the FY2016 budget.

Upon passage, please have an executed copy sent to the Auditor so that she may send the contract and payment to:

State's Attorneys Appellate Prosecutor  
725 South Second Street  
Springfield, Illinois 62704

Please advise if you need any further information.

cc: Vicki Grashoff





# STATE'S ATTORNEYS APPELLATE PROSECUTOR

Administrative Office • 725 South Second Street • Springfield, IL 62704 • 217-782-1628 • Fax 217-782-6305

**PATRICK J. DELFINO**  
DIRECTOR

**BRIAN J. TOWNE**  
CHAIRMAN

DEPUTY DIRECTORS  
SECOND DISTRICT:  
**LAWRENCE M. BAUER**

November 9, 2015

THIRD DISTRICT:  
**TERRY A. MERTEL**

FOURTH DISTRICT:  
**ROBERT J. BIDERMAN**

FIFTH DISTRICT:  
**STEPHEN E. NORRIS**

Honorable Stewart J. Umholtz  
Tazewell County State's Attorney  
Tazewell County Courthouse  
342 Court Street, Suite 6  
Pekin, Illinois 61554

BOARD OF GOVERNORS  
FIRST DISTRICT:

**ANITA ALVAREZ**  
STATE'S ATTORNEY  
COOK COUNTY

Dear State's Attorney Umholtz:

SECOND DISTRICT:  
**JOSEPH BRUSCATO**  
STATE'S ATTORNEY  
WINNEBAGO COUNTY

I am pleased to inform you that our Board of Governors voted to keep your county's FY16 contribution at the same amount as FY15. The amount due from your county is listed on the enclosed billing statement.

**HENRY S. DIXON**  
STATE'S ATTORNEY  
LEE COUNTY

In consideration of your contribution, our Agency is ready to serve you in the following areas:

THIRD DISTRICT:

**JAMIE BOYD**  
STATE'S ATTORNEY  
KANKAKEE COUNTY

1. Handling all criminal and civil appeals;
2. Serving as Special Prosecutor in conflict cases or in cases where there is the appearance of a conflict;
3. Providing specialized service by our Local Drug Prosecution Support Unit to assist in research, trial, and appeal of drug cases with a particular emphasis on asset tracking and forfeiture;
4. Assisting in the trial and appeal of tax objection cases;
5. Assisting in labor matters arising under the Illinois Public Labor Relations Act; and
6. Providing comprehensive legal training programs for prosecutors to comply with MCLE credit requirements.

**TERENCE M. PATTON**  
STATE'S ATTORNEY  
HENRY COUNTY

**BRIAN J. TOWNE**  
STATE'S ATTORNEY  
LASALLE COUNTY

FOURTH DISTRICT:

**JOHN C. MILHISER**  
STATE'S ATTORNEY  
SANGAMON COUNTY

**CHRIS REIF**  
STATE'S ATTORNEY  
MORGAN COUNTY

FIFTH DISTRICT:

**JUSTIN HOOD**  
STATE'S ATTORNEY  
HAMILTON COUNTY

**BRENDAN F. KELLY**  
STATE'S ATTORNEY  
ST. CLAIR COUNTY

[www.ilsaap.org](http://www.ilsaap.org)

NOV 12 2015

For your use and convenience, I am enclosing a sample resolution for presentation to your County Board. When the enclosed resolution is approved, or one similar to it, kindly return a fully executed copy to our Office.

Thank you again for your participation in our Program and for your active support of our Agency. Please let me know whenever I can be of service.

Looking forward to working with you in the upcoming year.

Very truly yours,

A handwritten signature in black ink, appearing to read "Patrick J. Delino". The signature is fluid and cursive, with a large initial "P" and "D".

Patrick J. Delino  
Director

enclosures



# STATE'S ATTORNEYS APPELLATE PROSECUTOR

Administrative Office • 725 South Second Street • Springfield, IL 62704 • 217-782-1628 • Fax 217-782-6305

PATRICK J. DELFINO  
DIRECTOR

BRIAN J. TOWNE  
CHAIRMAN

## STATEMENT

November 9, 2015

Honorable Stewart J. Umholtz  
Tazewell County State's Attorney  
Tazewell County Courthouse  
342 Court Street, Suite 6  
Pekin, Illinois 61554

### COLLECTION OF COUNTY MATCHING FUNDS December 1, 2015 - November 30, 2016

County fiscal year December 1, 2015, through November 30, 2016. County contribution for participation in the State's Attorneys Appellate Prosecutor's Program.

AMOUNT DUE:       \$32,000.00

Make check payable to State's Attorneys Appellate Prosecutor's County Fund and remit to:

Gloria Mundy  
Chief Fiscal Officer  
State's Attorneys Appellate Prosecutor  
725 South Second Street  
Springfield, Illinois 62704

**PLEASE NOTE: A signed resolution must be sent. The resolution serves as your contract with the Agency and must be kept by the Agency for auditing purposes.**

PLEASE MAKE CHECKS PAYABLE FOR COUNTY CONTRIBUTIONS ONLY . . . do not add payment for labor or special prosecution charges.



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:

\_\_\_\_\_  
*Monica Connett*  
 \_\_\_\_\_  
*David McManis*  
 \_\_\_\_\_

\_\_\_\_\_  
*Carroll Smith*  
 \_\_\_\_\_  
*Jim Donahue*  
 \_\_\_\_\_  
*W. Hoff*  
 \_\_\_\_\_

RESOLUTION

WHEREAS, Tazewell County employees have several options to participate in 457 Deferred Compensation Plans; and

WHEREAS, Security Benefit has provided a Restatement of the Tazewell County 457 Deferred Compensation Plan which meets IRS compliance amendments for the plan that they administer.

THEREFORE BE IT RESOLVED that the attached Adoption Agreement and Resolution from Security Benefit be approved.

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

PASSED THIS 27<sup>TH</sup> DAY OF JANUARY, 2016.

ATTEST:

*Christie Webb*  
 \_\_\_\_\_  
 County Clerk

*Bob F...*  
 \_\_\_\_\_  
 County Board Chairman





## SECURITY BENEFIT®

PO Box 55976  
Boston, MA 02205-5976

December 2015

Tazewell County  
Attn: Business Office  
11 South 4th Street, Room 203  
Pekin, IL 61554

Re: Restatement of the Tazewell County 457 Deferred Compensation Plan  
612148000

Dear Retirement Plan Sponsor,

As your 457(b) Plan provider, Security Benefit is committed to assisting you with your responsibility to keep your Plan in compliance with all applicable regulatory guidelines. The documents governing your retirement plans currently need to be amended and restated to comply with IRS regulations.

The new plan document is fully consistent with all applicable regulations. In addition, the new plan document will not only keep your plan in compliance, but will also provide more robust and flexible plan options for you, such as allowing you to include or exclude certain classes of employees, the ability to expand distribution options, and more. The features of your current plan were mapped to the new document. Please note, there is no fee for this restatement.

**Please sign the signature page of the Adoption Agreement and Resolution documents by January 31, 2016 and return to us by February 29, 2016.** You may email or fax the document to:  
[ges.compliance@securitybenefit.com](mailto:ges.compliance@securitybenefit.com) or fax 785-438-4960.

**Note: If you are using a different provider's 457 Plan Document, do not sign and return the Security Benefit documents.** Instead, please return a copy of your current 457 Plan Document and Adoption Agreement for our records.

Although the Adoption Agreement is used most often, it alone does not comprise your plan document. The Adoption Agreement works in conjunction with the Basic Plan Document in satisfying the written plan document requirement in order for plan contributions to be tax deductible. Therefore, it is very important that you retain all of these documents in your permanent files. If you have any questions, please contact Lesa Pugh at 785-438-3286 or Diane Cray at 785-438-3043.

Sincerely,

Security Benefit  
Retirement Plan Operations

## **2015 Plan Document Restatement – 457(b) Plans Frequently Asked Questions**

**Q: Why do my plan documents need to be restated?**

A: There are two reasons for this restatement:

1. Generally speaking, plan documents must be restated from time to time to comply with IRS regulatory changes. The new plan documents are consistent with all current applicable regulations.
2. The new plan documents are more comprehensive and offer increased flexibility in selecting your plan provisions.

**Q: Do I need to provide all plan provisions to Security Benefit again?**

A: No. We have mapped your existing plan provisions into the new documents. We ask that you review these provisions to ensure they are all current. If changes to your plan document are necessary, we ask that you write these changes on the document in the applicable sections and return them to us with the signature page. We will make updates to the plan document and send a clean copy for your records.

**Q: Is there a charge for this restatement?**

A: No. Security Benefit is absorbing the charge associated with this restatement.

**Q: I use a different provider's 457 plan document. Do I still need to return the signed Security Benefit document?**

A: No. Please return a copy of your current plan document for our records.

**Q: When do I need to sign and return the documents to Security Benefit?**

A: Your documents must be signed by the end of your plan year. Please refer to your Adoption Agreement to identify the plan year end date if necessary. Your signed documents should be returned to us by February 29, 2016.

**Q: What should I do with the Summary?**

A: This document should be distributed to the Participants. It describes the plan features in layman's terms.



**ADOPTING RESOLUTION**

The undersigned authorized representative of Tazewell County (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on \_\_\_\_\_, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended 457 Plan and Trust effective January 1, 2016, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

The undersigned further certifies that attached hereto as Exhibits A and B, respectively, are true copies of Tazewell County 457 Deferred Compensation Plan as amended and restated and the Summary of 457 Provisions, which are hereby approved and adopted.

Date: JANUARY 27TH 2016

Signed: \_\_\_\_\_

J. DAVID ZIMMERMAN/BOARD CHAIRMAN  
[print name/title]

## TAZEWELL COUNTY 457 DEFERRED COMPENSATION PLAN

## PARTICIPANT LOAN POLICY

Tazewell County 457 Deferred Compensation Plan permits loans to be made to Participants, their beneficiaries, and alternate payees pursuant to a written loan policy. All references to Participants in this loan policy include Participants who are active employees.

The Plan Administrator is authorized to administer the Participant loan policy. A Participant must apply to the Plan Administrator for a loan in the manner set forth by the Plan Administrator.

1. **LOAN APPLICATION/BORROWER QUALIFICATION.** Any Participant may apply for a loan from the Plan. A Participant must apply for each loan with an application which specifies the amount of the loan desired, the requested duration for the loan and the source of security for the loan.

All loan applications will be considered by the Plan Administrator within a reasonable time after the Participant applies for the loan.

2. **LOAN LIMITATIONS.** The Plan Administrator will not approve any loan to a Participant in an amount which exceeds 50% of his or her nonforfeitable account balance. The maximum aggregate dollar amount of loans outstanding to any Participant may not exceed \$50,000, reduced by the excess of the Participant's highest outstanding Participant loan balance during the 12-month period ending on the date of the loan over the Participant's current outstanding Participant loan balance on the date of the loan. With regard to any loan made pursuant to this loan policy, the following rule(s) and limitation(s) will apply, in addition to such other requirements set forth in the Plan:

- No loan in an amount less than \$1,000 will be granted to any Participant.
- A Participant can have One loan(s) currently outstanding from the Plan.
- Loan refinancing is not permitted.
- Loans will be permitted for any reasonable purpose.

3. **EVIDENCE AND TERMS OF LOAN.** The Plan Administrator will document every loan in the form of a promissory note signed by the Participant for the face amount of the loan, together with a commercially reasonable rate of interest.

Any loan granted or renewed under this policy will bear an interest rate equal to 2% above the prime rate.

The loan must provide at least quarterly payments under a level amortization schedule. If the Participant is currently employed by the Employer, the Plan Administrator will require the Participant receiving a loan from the Plan to enter into either a payroll deduction or an ACH agreement to repay the loan.

The Plan Administrator will fix the term for repayment of any loan, however, in no instance may the term of repayment be greater than five years, unless the loan qualifies as a home loan. A "home loan" is a loan used to acquire a dwelling unit which, within a reasonable time, the Participant will use as a principal residence. The term for a home loan will be 15 years.

All loans will be considered a directed investment from the account(s) of the Participant maintained under the Plan. As such, all payments of principal and interest made by the Participant will be credited only to the account(s) of such Participant.

A loan, if not otherwise due and payable, is due and payable on the date of the Participant's termination of employment with the Employer unless the Participant is a "party in interest" as described above.

A loan, if not otherwise due and payable, is due and payable on termination of the Plan, notwithstanding any contrary provision in the promissory note. Nothing in this loan policy restricts the Employer's right to terminate the Plan at any time.

Participants should note the law treats the amount of any loan (other than a "home loan") not repaid five years after the date of the loan as a taxable distribution on the last day of the five year period or, if sooner, at the time the loan is in default. If a Participant extends a non-home loan having a five year or less repayment term beyond five years, the balance of the loan at the time of the extension is a taxable distribution to the Participant.

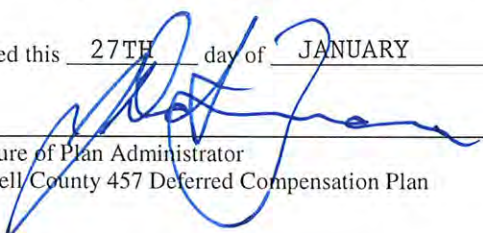
4. **SECURITY FOR LOAN.** The Plan will require that adequate security be provided by the Participant before a loan is granted. For this purpose, the Plan will consider a Participant's interest under the Plan (account balance) to be adequate security. However, in no event will more than 50% of a Participant's vested interest in the Plan (determined immediately after origination of the loan) be used as security for the loan. Generally, it will be the policy of the Plan not to make loans which require security other than the Participant's vested interest in the Plan. However, if additional security is necessary to adequately secure the loan, then the Plan Administrator will require that such security be provided before the loan will be granted.

5. FORM OF PLEDGE. The pledge and assignment of a Participant's account balances will be in the form prescribed by the Plan Administrator.
6. LEAVE OF ABSENCE/SUSPENSION OF PAYMENT. The Plan Administrator will suspend loan repayments for a period not exceeding one year which occurs during an approved leave of absence, either without pay from the Employer or at a rate of pay (after applicable employment tax withholdings) that is less than the amount of the installment payments required under the terms of the loan. The Plan Administrator will provide the Participant with a written explanation of the effect of the leave of absence upon his or her Plan loan.
7. PAYMENTS AFTER LEAVE OF ABSENCE. When payments resume following a payment suspension in connection with a leave of absence authorized above, the Participant will select one of the following methods to repay the loan, plus accumulated interest:
- The Participant will increase the amount of the required installments to an amount sufficient to amortize the remaining balance of the loan, plus accrued interest, over the remaining term of the loan.
  - The Participant will pay a balloon payment of the remaining unpaid principal and interest, at the conclusion of the term of the loan as determined in the promissory note.
  - The Participant may extend the maturity of the loan and re-amortize the payments over the remaining term of the loan. In no event will the amount of the adjusted installment payment be less than the amount of the installment payment provided under the promissory note. In the case of a non-military leave of absence, the revised term of the loan will not exceed the maximum term permitted under item 3 above. In the case of a military leave of absence, the revised term of the loan will not exceed the maximum term permitted under item 3 above, augmented by the time the Participant was actually in United States military service.
8. DEFAULT. The Plan Administrator will treat a loan as in default if:
- any scheduled payment is missed (no grace period)
  - any scheduled payment remains unpaid beyond the last day of the calendar quarter following the calendar quarter in which the Participant missed the scheduled payment

Upon default, the Participant will have the opportunity to repay the loan, resume current status of the loan by paying any missed payment plus interest or, if distribution is available under the Plan, request distribution of the note. If the loan remains in default, the Plan Administrator will offset the Participant's vested account balances by the outstanding balance of the loan to the extent permitted by law. The Plan Administrator will treat the note as repaid to the extent of any permissible offset. Pending final disposition of the note, the Participant remains obligated for any unpaid principal and accrued interest.

9. FEES. If you apply for a loan, you will be charged for Plan expenses associated with the loan. The application fee (including processing and document preparation) is \$50.00. The annual maintenance fee is \$50.00. All fees are subject to change.

Adopted this 27TH day of JANUARY, 2016. This loan policy may be amended from time to time.

  
\_\_\_\_\_  
Signature of Plan Administrator  
Tazewell County 457 Deferred Compensation Plan

**ADOPTION AGREEMENT FOR  
ELIGIBLE GOVERNMENTAL 457 PLAN**

The undersigned Employer, by executing this Adoption Agreement, establishes an Eligible 457 Plan ("Plan"). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Plan provisions. This Adoption Agreement, the basic plan document and any attached Appendices, amendments, or agreements permitted or referenced therein, constitute the Employer's entire plan document. *All "Election" references within this Adoption Agreement or the basic plan document are Adoption Agreement Elections. All "Article" or "Section" references are basic plan document references. Numbers in parentheses which follow election numbers are basic plan document references.* Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

1. **EMPLOYER (I.11).**

Name: Tazewell County

Address: 11 South 4th Street, Room 203  
Street

Pekin Illinois 61554  
City State Zip

Telephone: 309-477-2274

Taxpayer Identification Number (TIN): 37-6002170

2. **PLAN NAME.**

Name: Tazewell County 457 Deferred Compensation Plan

3. **PLAN YEAR (1.25).** Plan Year means the 12 consecutive month period (except for a short Plan Year) ending every (Choose one of a. or b. and choose c. if applicable): [Note: Complete any applicable blanks under Election c. with a specific date, e.g., "June 30" OR "the last day of February" OR "the first Tuesday in January." In the case of a Short Plan Year or a Short Limitation Year, include the year, e.g., "May 1, 2013."]

- a.  **December 31.**
- b.  **Plan Year:** ending: \_\_\_\_\_.
- c.  **Short Plan Year:** commencing: \_\_\_\_\_ and ending: \_\_\_\_\_.

4. **EFFECTIVE DATE (1.08).** The Employer's adoption of the Plan is a (Choose one of a. or b. Complete c. if new plan OR complete c. and d. if an amendment and restatement. Choose e. if applicable):

- a.  **New Plan.**
- b.  **Restated Plan.** The Plan is a substitution and amendment of an existing 457 plan.

**Initial Effective Date of Plan**

c.  December 1, 2003 (enter month day, year; hereinafter called the "Effective Date" unless 4d is entered below)

**Restatement Effective Date (If this is an amendment and restatement, enter effective date of the restatement.)**

d.  January 1, 2016 (enter month day, year)

**Special Effective Dates: (optional)**

e.  **Describe:** \_\_\_\_\_

5. **CONTRIBUTION TYPES.** (If this is a frozen Plan (i.e., all contributions have ceased), choose a. only):

**Frozen Plan**

- a.  **Contributions cease.** All Contributions have ceased or will cease (Plan is frozen).
  - 1. **Effective date of freeze:** \_\_\_\_\_ [Note: Effective date is optional unless this is the amendment or restatement to freeze the Plan.]



**Contributions.** The Employer and/or Participants, in accordance with the Plan terms, make the following Contribution Types to the Plan (Choose one or more of b. through d. if applicable):

- b.  **Pre-Tax Elective Deferrals.** The dollar or percentage amount by which each Participant has elected to reduce his/her Compensation, as provided in the Participant's Salary Reduction Agreement (Choose one or more as applicable.):

And will Matching Contributions be made with respect to Elective Deferrals?

1.  Yes. See Question 16.

2.  No.

And will Roth Elective Deferrals be made?

3.  Yes. [Note: The Employer may not limit Deferrals to Roth Deferrals only.]

4.  No.

- c.  **Nonelective Contributions.** See Question 17.

- d.  **Rollover Contributions.** See Question 30.

6. **EXCLUDED EMPLOYEE (1.10).** The following Employees are Excluded Employees and are not eligible to participate in the Plan (Choose one of a. or b.):

- a.  **No exclusions.** All Employees are eligible to participate.

- b.  **Exclusions.** The following Employees are Excluded Employees (Choose one or more of 1. through 4.):

1.  **Part-time Employees.** The Plan defines part-time Employees as Employees who normally work less than \_\_\_\_\_ hours per week.

2.  **Hourly-paid Employees.**

3.  **Leased Employees.** The Plan excludes Leased Employees.

4.  **Specify:** \_\_\_\_\_

7. **INDEPENDENT CONTRACTOR (1.16).** The Plan (Choose one of a., b. or c.):

- a.  **Participate.** Permits Independent Contractors to participate in the Plan.

- b.  **Not Participate.** Does not permit Independent Contractors to participate in the Plan.

- c.  **Specified Independent Contractors.** Permits the following specified Independent Contractors to participate:

\_\_\_\_\_

[Note: If the Employer elects to permit any or all Independent Contractors to participate in the Plan, the term Employee as used in the Plan includes such participating Independent Contractors.]

8. **COMPENSATION (1.05).** Subject to the following elections, Compensation for purposes of allocation of Deferral Contributions means:

**Base Definition** (Choose one of a., b. or c.):

- a.  Wages, tips and other compensation on Form W-2.

- b.  Code §3401(a) wages (wages for withholding purposes).

- c.  415 safe harbor compensation.

[Note: The Plan provides that the base definition of Compensation includes amounts that are not included in income due to Code §§401(k), 125,132(f)(4), 403(b), SEP, 414(h)(2), & 457. Compensation for an Independent Contractor means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies below.]

**Modifications to Compensation definition.** The Employer elects to modify the Compensation definition as follows (Choose one of d. or e.):

- d.  **No modifications.** The Plan makes no modifications to the definition.

- e.  **Modifications** (Choose one or more of 1. through 5.):

1.  **Fringe benefits.** The Plan excludes all reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits.

2.  **Elective Contributions.** [1.05(E)] The Plan excludes a Participant's Elective Contributions.

3.  **Bonuses.** The Plan excludes bonuses.

4.  **Overtime.** The Plan excludes overtime.

5.  **Specify:** \_\_\_\_\_

**Compensation taken into account.** For the Plan Year in which an Employee first becomes a Participant, the Plan Administrator will determine the allocation of matching and nonelective contributions by taking into account (*Choose one of f. or g.*):

f.  **Plan Year.** The Employee's Compensation for the entire Plan Year.

g.  **Compensation while a Participant.** The Employee's Compensation only for the portion of the Plan Year in which the Employee actually is a Participant.

9. **POST-SEVERANCE COMPENSATION (1.05(F)).** Compensation includes the following types of Post-Severance Compensation paid within any applicable time period as may be required (*Choose one of a. or b.*):

a.  **None.** The Plan does not take into account Post-Severance Compensation as to any Contribution Type except as required under the basic plan document.

b.  **Adjustments.** The following Compensation adjustments apply (*Choose one or more*):

1.  **Regular Pay.** Post-Severance Compensation will include Regular Pay and it will apply to all Contribution Types.

2.  **Leave-Cashouts.** Post-Severance Compensation will include Regular Pay and Leave Cashouts and it will apply to all Contribution Types.

3.  **Nonqualified Deferred Compensation.** Post-Severance Compensation will include Deferred Compensation and it will apply to all Contribution Types.

4.  **Salary Continuation for Disabled Participants.** Post-Severance Compensation will include Salary Continuation for Disabled Participants and it will apply to all Contribution Types.

5.  **Differential Wage Payments.** Post-Severance Compensation will include Differential Wage Payments (military continuation payments) and it will apply to all Contribution Types.

6.  **Describe alternative Post-Severance Compensation definition, limit by Contribution Type, or limit by Participant group:** \_\_\_\_\_

10. **NORMAL RETIREMENT AGE (1.20).** A Participant attains Normal Retirement Age under the Plan (*Choose one of a. or b.*):

a.  **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age \_\_\_\_\_. [*Note: The age may not exceed age 70 1/2. The age may not be less than age 65, or, if earlier, the age at which a Participant may retire and receive benefits under the Employer's pension plan, if any.*]

b.  **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 65 and may not be later than age 70. [*Note: The age may not exceed age 70 1/2.*]

**Special Provisions for Police or Fire Department Employees** (*Choose c. and/or d. as applicable*):

c.  **Police department employees.** [Plan Section 3.05(B)(3)] (*Choose 1. or 2.*):

1.  **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age \_\_\_\_\_. [*Note: The age may not exceed age 70 1/2 and may not be less than age 40.*]

2.  **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age \_\_\_\_\_ (no earlier than age 40) and may not be later than age \_\_\_\_\_. [*Note: The age may not exceed age 70 1/2.*]

d.  **Fire department employees.** [Plan Section 3.05(B)(3)] (*Choose 1. or 2.*):

1.  **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age \_\_\_\_\_. [*Note: The age may not exceed age 70 1/2 and may not be less than age 40.*]

2.  **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age \_\_\_\_\_ (no earlier than age 40) and may not be later than age \_\_\_\_\_. [*Note: The age may not exceed age 70 1/2.*]

11. **ELIGIBILITY CONDITIONS (2.01).** (*Choose one of a. or b.*):

a.  **No eligibility conditions.** The Employee is eligible to participate in the Plan as of his/her first day of employment with the employer.

b.  **Eligibility conditions.** To become a Participant in the Plan, an Eligible Employee must satisfy the following eligibility conditions (*Choose one or more of 1., 2. or 3.*):

1.  **Age.** Attainment of age \_\_\_\_\_.

- 2.  **Service.** Service requirement (*Choose one of a. or b.*):
  - a.  **Year of Service.** One year of Continuous Service.
  - b.  **Months of Service.** \_\_\_\_\_ month(s) of Continuous Service.
- 3.  **Specify:** \_\_\_\_\_

- 12. **PLAN ENTRY DATE (1.24).** "Plan Entry Date" means the Effective Date and (*Choose one of a. through d.*):
  - a.  **Monthly.** The first day of the month coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions.
  - b.  **Annual.** The first day of the Plan Year coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions.
  - c.  **Date of hire.** The Employee's employment commencement date with the Employer.
  - d.  **Specify:** \_\_\_\_\_

- 13. **SALARY REDUCTION CONTRIBUTIONS (1.30).** A Participant's Salary Reduction Contributions under Election 5b. are subject to the following limitation(s) in addition to those imposed by the Code (*Choose one of a. or b.*):
  - a.  **No limitations.**
  - b.  **Limitations.** (*Choose one or more of 1., 2. or 3.*):
    - 1.  **Maximum deferral amount.** A Participant's Salary Reductions may not exceed: \_\_\_\_\_ (*specify dollar amount or percentage of Compensation*).
    - 2.  **Minimum deferral amount.** A Participant's Salary Reductions may not be less than: \_\_\_\_\_ (*specify dollar amount or percentage of Compensation*).
    - 3.  **Specify:** \_\_\_\_\_

[Note: Any limitation the Employer elects in b.1. through b.3. will apply on a payroll basis unless the Employer otherwise specifies in b.3.]

**Special NRA Catch-Up Contributions (3.05).** The Plan (*Choose one of c. or d.*):

- c.  **Permits.** Participants may make NRA catch-up contributions.
 

**AND, Special NRA Catch-Up Contributions (*Choose one of 1. or 2.*):**

  - 1.  will be taken into account in applying any matching contribution under the Plan.
  - 2.  will not be taken into account in applying any matching contribution under the Plan.
- d.  **Does not permit.** Participants may not make NRA catch-up contributions.

**Age 50 Catch-Up Contributions (3.06).** The Plan (*Choose one of e. or f.*):

- e.  **Permits.** Participants may make age 50 catch-up contributions.
- f.  **Does not permit.** Participants may not make age 50 catch-up contributions.

14. **SICK, VACATION AND BACK PAY (3.02(A)).** The Plan (*Choose one of a. or b.*):

- a.  **Permits.** Participants may make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.
- b.  **Does Not Permit.** Participants may not make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

15. **AUTOMATIC ENROLLMENT (3.02(B)).** Does the Plan provide for automatic enrollment (*Choose one of the following*) [Note: if Eligible Automatic Contribution Arrangement (EACA), select 15c and complete AMENDMENT FOR ELIGIBLE AUTOMATIC CONTRIBUTION ARRANGEMENT (EACA)]:

- a.  **Does not apply.** Does not apply the Plan's automatic enrollment provisions.
- b.  **Applies.** Applies the Plan's automatic enrollment provisions. The Employer as a Pre-Tax Elective Deferral will withhold \_\_\_\_\_% from each Participant's Compensation unless the Participant elects a different percentage (including zero) under his/her Salary Reduction Agreement. The automatic election will apply to (*Choose one of 1. through 3.*):
  - 1.  **All Participants.** All Participants who as of \_\_\_\_\_ are not making Pre-Tax Elective Deferrals at least equal to the automatic amount.
  - 2.  **New Participants.** Each Employee whose Plan Entry Date is on or following: \_\_\_\_\_.

3.  Describe Application of Automatic Deferrals: \_\_\_\_\_.

c.  EACA. The Plan will provide an Eligible Automatic Contribution Arrangement (EACA). Complete amendment.

16. **MATCHING CONTRIBUTIONS (3.03).** The Employer Matching Contributions is (Choose one or more of a. through d.):

a.  **Fixed formula.** An amount equal to \_\_\_\_\_ of each Participant's Salary Reduction Contributions.

b.  **Discretionary formula.** An amount (or additional amount) equal to a matching percentage the Employer from time to time may deem advisable of each Participant's Salary Reduction Contributions.

c.  **Tiered formula.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's Salary Reduction Contributions, determined as follows:

**NOTE:** Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

d.  Specify: \_\_\_\_\_.

**Time Period for Matching Contributions.** The Employer will determine its Matching Contribution based on Salary Reduction Contributions made during each (Choose one of e. through h.):

e.  **Plan Year.**

f.  **Plan Year quarter.**

g.  **Payroll period.**

h.  Specify: \_\_\_\_\_.

**Salary Reduction Contributions Taken into Account.** In determining a Participant's Salary Reduction Contributions taken into account for the above-specified time period under the Matching Contribution formula, the following limitations apply (Choose one of i. through l.):

i.  **All Salary Reduction Contributions.** The Plan Administrator will take into account all Salary Reduction Contributions.

j.  **Specific limitation.** The Plan Administrator will disregard Salary Reduction Contributions exceeding \_\_\_\_\_% of the Participant's Compensation.

k.  **Discretionary.** The Plan Administrator will take into account the Salary Reduction Contributions as a percentage of the Participant's Compensation as the Employer determines.

l.  Specify: \_\_\_\_\_.

**Allocation Conditions.** To receive an allocation of Matching Contributions, a Participant must satisfy the following allocation condition(s) (Choose one of m. or n.):

m.  **No allocation conditions.**

n.  **Conditions.** The following allocation conditions apply to Matching Contributions (Choose one or more of 1. through 4.):

1.  **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: \_\_\_\_\_.

2.  **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.

3.  **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.

4.  Specify: \_\_\_\_\_.

17. **NONELECTIVE CONTRIBUTIONS (1.19).** The Nonelective Contributions under Election 5c. are made as follows: *(Choose one):*
- a.  **Discretionary - Pro-Rata.** An amount the Employer in its sole discretion may determine.
  - b.  **Fixed - Pro Rata.** \_\_\_\_\_% of Compensation.
  - c.  **Other.** A Nonelective Contribution may be made as follows:  
\_\_\_\_\_

**Allocation Conditions. (3.08).** To receive an allocation of Nonelective Contributions, a Participant must satisfy the following allocation condition(s) *(Choose one of d. or e.):*

- d.  **No allocation conditions.**
- e.  **Conditions.** The following allocation conditions apply to Nonelective Contributions *(Choose one or more of 1. through 4.):*
  - 1.  **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: \_\_\_\_\_.
  - 2.  **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
  - 3.  **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
  - 4.  **Specify:** \_\_\_\_\_

18. **TIME AND METHOD OF PAYMENT OF ACCOUNT (4.02).** The Plan will distribute to a Participant who incurs a Severance from Employment his/her Vested Account as follows:

**Timing.** The Plan, in the absence of a permissible Participant election to commence payment later, will pay the Participant's Account *(Choose one of a. through e.):*

- a.  **Specified Date.** \_\_\_\_\_ days after the Participant's Severance from Employment.
- b.  **Immediate.** As soon as administratively practicable following the Participant's Severance from Employment.
- c.  **Designated Plan Year.** As soon as administratively practicable in the \_\_\_\_\_ Plan Year beginning after the Participant's Severance from Employment.
- d.  **Normal Retirement Age.** As soon as administratively practicable after the close of the Plan Year in which the Participant attains Normal Retirement Age.
- e.  **Specify:** \_\_\_\_\_

**Method.** The Plan, in the absence of a permissible Participant election, will distribute the Participant's Account under one of the following method(s) of distribution *(Choose one or more of f. through j. as applicable):*

- f.  **Lump sum.** A single payment.
- g.  **Installments.** Multiple payments made as follows: \_\_\_\_\_
- h.  **Installments for required minimum distributions only.** Annual payments, as necessary under Plan Section 4.03.
- i.  **Annuity distribution option(s):** \_\_\_\_\_
- j.  **Specify:** \_\_\_\_\_

**Participant Election.** [Plan Sections 4.02(A) and (B)] The Plan *(Choose one of k., l. or m.):*

- k.  **Permits.** Permits a Participant, with Plan Administrator approval of the election, to elect to postpone distribution beyond the time the Employer has elected in a. through e. and also to elect the method of distribution (including a method not described in f. through j. above).
- l.  **Does not permit.** Does not permit a Participant to elect the timing and method of Account distribution.
- m.  **Specify:** \_\_\_\_\_

**Mandatory Distributions.** Notwithstanding any other distribution election, following Severance from Employment *(Choose n. or o.):*

- n.  **No Mandatory Distributions.** The Plan will not make a Mandatory Distribution.
- o.  **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$5,000 (unless a different amount selected below) as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.
  - 1.  **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$ 1000 as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.

**Exclusion of rollovers in determination of \$5,000 threshold.** In determining the \$5,000 threshold (or other dollar threshold above), rollover contributions will be:

- p.  included.
- q.  excluded.

19. **BENEFICIARY DISTRIBUTION ELECTIONS.** Distributions following a Participant's death will be made as follows (*Choose one of a. through d.*):

- a.  **Immediate.** As soon as practical following the Participant's death.
- b.  **Next Calendar Year.** At such time as the Beneficiary may elect, but in any event on or before the last day of the calendar year which next follows the calendar year of the Participant's death.
- c.  **As Beneficiary elects.** At such time as the Beneficiary may elect, consistent with Section 4.03.
- d.  **Describe:** \_\_\_\_\_

*[Note: The Employer under Election 19d. may describe an alternative distribution timing or afford the Beneficiary an election which is narrower than that permitted under Election 19c., or include special provisions related to certain beneficiaries, (e.g., a surviving spouse). However, any election under Election 19d. must require distribution to commence no later than the Section 4.03 required date.]*

20. **DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT (4.05).** A Participant prior to Severance from Employment may elect to receive a distribution of his/her Vested Account under the following distribution options (*Choose one of a. or b.*):

- a.  **None.** A Participant may not receive a distribution prior to Severance from Employment.
- b.  **Distributions.** Prior to Severance from Employment are permitted as follows (*Choose one or more of 1. through 4.*):
  - 1.  **Unforeseeable emergency.** A Participant may elect a distribution from his/her Account in accordance with Plan Section 4.05(A).
  - 2.  **De minimis exception.** [Plan Section 4.05(B)] If the Participant: (i) has an Account that does not exceed \$5,000; (ii) has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (iii) has not received a prior Plan distribution under this de minimis exception, then (*Choose one of a., b. or c.*):
    - a.  **Participant election.** The Participant may elect to receive all or any portion of his/her Account.
    - b.  **Mandatory distribution.** The Plan Administrator will distribute the Participant's entire Account.
    - c.  **Hybrid.** The Plan Administrator will distribute a Participant's Account that does not exceed \$\_\_\_\_\_ and the Participant may elect to receive all or any portion of his/her Account that exceeds \$\_\_\_\_\_ but that does not exceed \$5,000.
  - 3.  **Age 70 1/2.** A Participant who attains age 70 1/2 prior to Severance from Employment may elect distribution of any or all of his/her Account.
  - 4.  **Specify:** \_\_\_\_\_

*[Note: An Employer need not permit any in-service distributions. Any election must comply with the distribution restrictions of Code Section 457(d).]*

21. **QDRO (4.06).** The QDRO provisions (*Choose one of a., b. or c.*):

- a.  **Apply.**
- b.  **Do not apply.**
- c.  **Specify:** \_\_\_\_\_

22. **ALLOCATION OF EARNINGS (5.07(B)).** The Plan allocates Earnings using the following method (*Choose one or more of a. through f.*):

- a.  **Daily.** See Section 5.07(B)(4)(a).
- b.  **Balance forward.** See Section 5.07(B)(4)(b).
- c.  **Balance forward with adjustment.** See Section 5.07(B)(4)(c). Allocate pursuant to the balance forward method, except treat as part of the relevant Account at the beginning of the Valuation Period \_\_\_\_\_% of the contributions made during the following Valuation Period: \_\_\_\_\_.
- d.  **Weighted average.** See Section 5.07(B)(4)(d). If not a monthly weighting period, the weighting period is \_\_\_\_\_.
- e.  **Directed Account method.** See Section 5.07(B)(4)(e).



f.  Describe Earnings allocation method: \_\_\_\_\_

[Note: The Employer under Election 22f. may describe Earnings allocation methods from the elections available under Election 22 and/or a combination thereof as to any: (i) Participant group (e.g., Daily applies to Division A Employees OR to Employees hired after "x" date. Balance forward applies to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., Daily applies as to Discretionary Nonelective Contribution Accounts. Participant-Directed Account applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., Balance forward applies to investments placed with vendor A and Participant-Directed Account applies to investments placed with vendor B OR Daily applies to Participant-Directed Accounts and balance forward applies to pooled Accounts).]

23. **HEART ACT PROVISIONS (1.31(C)(3)/3.13).** The Employer elects to (Choose one of a. or b. and c. or d.):

**Continued Benefit Accruals.**

- a.  Not apply the benefit accrual provisions of Section 3.13.
- b.  Apply the benefit accrual provisions of Section 3.13.

**Distributions for deemed severance of employment (1.31(C)(3))**

- c.  The Plan does NOT permit distributions for deemed severance of employment
- d.  The Plan permits distributions for deemed severance of employment

24. **VESTING/SUBSTANTIAL RISK OF FORFEITURE (5.11).** A Participant's Deferral Contributions are [Note: If a Participant incurs a Severance from Employment before the specified events or conditions, the Plan will forfeit the Participant's non-vested Account. Caution: if a Deferral is subject to vesting schedule or other substantial risk of forfeiture, it does not count as a deferral for purposes of the annual deferral limit until the year it is fully vested.] (Choose all that apply of a. through d.):

- a.  **100% Vested/No Risk of Forfeiture.** Immediately Vested without regard to additional Service and no Substantial Risk of Forfeiture. The following contributions are 100% Vested:
  - 1.  **All Contributions.** (skip to 25.)
  - 2.  **Only the following contributions.** (select all that apply):
    - a.  **Salary Reduction Contributions.**
    - b.  **Nonelective Contributions.**
    - c.  **Matching Contributions.**
- b.  **Forfeiture under Vesting Schedule.** Vested according to the following:

**Contributions affected.** The following contributions are subject to the vesting schedule (Choose one or more of 1., 2. or 3.):

- 1.  **Salary Reduction Contributions.**
- 2.  **Nonelective Contributions.**
- 3.  **Matching Contributions.**
- 4.  **Vesting Schedule.**

Years of Service	Vested Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

**For vesting purposes, a "Year of Service" means:**

5. \_\_\_\_\_

[Note: It is extremely rare to apply a vesting schedule to Salary Reduction Contributions.]

c.  **Substantial Risk of Forfeiture.** Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows:

**Contributions affected.** The following contributions are subject to the substantial risk of forfeiture under c. (Choose one or more of 1., 2. or 3.):

- 1.  **Salary Reduction Contributions.**
- 2.  **Nonelective Contributions.**

3.  Matching Contributions.

Risk Provisions: Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows (Choose one of 4. or 5.):

4.  The Participant must remain employed by the Employer until \_\_\_\_\_, unless earlier Severance from Employment occurs on account of death or disability, as the Plan Administrator shall establish.

5.  Specify: \_\_\_\_\_.

Additional Provisions (Choose d. if applicable)

d.  Specify: \_\_\_\_\_.

**FORFEITURE ALLOCATION.** [Plan Sections 5.11(A) and 5.14] The Plan Administrator will allocate any Plan forfeitures (Choose one of the following):

e.  Additional Contributions. As the following contribution type (Choose one of 1. or 2.):

1.  Nonelective. As an additional Nonelective Contribution.

2.  Matching. As an additional Matching Contribution.

f.  Reduce Fixed Contributions. To reduce the following fixed contribution (Choose one of 1. or 2.):

1.  Nonelective. To reduce the Employer's fixed Nonelective Contribution.

2.  Matching. To reduce the Employer's fixed Matching Contribution.

g.  Specify: \_\_\_\_\_.

25. **TRUST PROVISIONS.** The following provisions apply to Article VIII of the Plan (Choose as applicable; leave blank if not applicable):

a.  Modifications. The Employer modifies the Article VIII Trust provisions as follows: \_\_\_\_\_. The remaining Article VIII provisions apply.

b.  Substitution. The Employer replaces the Trust with the Trust Agreement attached to the Plan.

26. **CUSTODIAL ACCOUNT/ANNUITY CONTRACT (8.16).** The Employer will hold all or part of the Deferred Compensation in one or more custodial accounts or annuity contracts which satisfy the requirements of Code §457(g) (Choose a. or b., c. if applicable):

a.  Custodial account(s).

b.  Annuity contract(s).

c.  Specify: \_\_\_\_\_.

[Note: The Employer under c. may wish to identify the custodial accounts or annuity contracts or to designate a portion of the Deferred Compensation to be held in such vehicles versus held in the Trust.]

27. **VALUATION.** In addition to the last day of the Plan Year, the Trustee (or Plan Administrator as applicable) must value the Trust Fund (or Accounts) on the following Valuation Date(s) (Choose one of a. or b.):

a.  No additional Valuation Dates.

b.  Additional Valuation Dates. (Choose one or more of 1., 2. or 3.):

1.  Daily Valuation Dates. Each business day of the Plan Year on which Plan assets for which there is an established market are valued and the Trustee is conducting business.

2.  Last day of a specified period. The last day of each \_\_\_\_\_ of the Plan Year.

3.  Specified Valuation Dates: \_\_\_\_\_.

[Note: The Employer under Election 26b.3. may describe Valuation Dates from the elections available under Election 26b. and/or a combination thereof as to any: (i) Participant group (e.g., No additional Valuation Dates apply to Division A Employees OR to Employees hired after "x" date. Daily Valuation Dates apply to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., No additional Valuation Dates apply as to Discretionary Nonelective Contribution Accounts. The last day of each Plan Year quarter applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., No additional Valuation Dates apply to investments placed with vendor A and Daily Valuation Dates apply to investments placed with vendor B OR Daily Valuation Dates apply to Participant-Directed Accounts and no additional Valuation Dates apply to pooled Accounts).]



**Distribution of Rollover Contributions** (Choose one of e., f. or g.):

- e.  **Distribution without restrictions.** May elect distribution of his/her Rollover Contributions Account in accordance with Plan Section 4.05(C) at any time.
- f.  **No distribution.** May not elect to receive distribution of his/her Rollover Contributions Account until the Plan has a distributable event under Plan Section 4.01.
- g.  **Specify:** \_\_\_\_\_

*[Faint, illegible handwritten text]*

This Plan is executed on the date(s) specified below:

**Use of Adoption Agreement.** Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the corresponding basic plan document.

EMPLOYER: Tazewell County \_\_\_\_\_

By: \_\_\_\_\_

UMB Bank n.a. c/o Security Benefit \_\_\_\_\_

TRUSTEE

JANUARY 27, 2016  
DATE SIGNED

12/18/15  
DATE SIGNED

**TAZEWELL COUNTY 457 DEFERRED COMPENSATION PLAN**  
**SUMMARY OF 457 PLAN PROVISIONS**



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## TAZEWELL COUNTY 457 DEFERRED COMPENSATION PLAN

### SUMMARY OF 457 PLAN PROVISIONS

#### INTRODUCTION TO YOUR PLAN

Tazewell County 457 Deferred Compensation Plan ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of retirement plan commonly referred to as a Governmental Eligible 457 Plan. This summary of 457 Plan Provisions contains valuable information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this Summary to get a better understanding of your rights and obligations under the Plan.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this summary does not answer all of your questions, please contact the Administrator. The name and address of the Administrator can be found in the Article of this summary entitled "General Information About The Plan."

This summary describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language under this summary and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This summary describes the current provisions of the Plan. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS). The Employer may also amend or terminate this Plan. The Administrator will notify you if the provisions of the Plan that are described in this summary change. This summary does not address the provisions of specific investment products.

#### ARTICLE I PARTICIPATION IN THE PLAN

##### **Am I eligible to participate in the Plan?**

All employees are eligible once they satisfy the eligibility conditions described in the next question.

Independent contractors are not eligible to participate in the Plan.

##### **When am I eligible to participate in the Plan?**

Provided you are an eligible employee, you will be eligible on your date of hire. You will actually enter the Plan once you reach the entry date as described in the next question.

##### **When is my entry date?**

Provided you are an eligible employee, you may begin participating in the Plan once you have satisfied the eligibility requirements and reached your "entry date." Your entry date is the first day of the month coinciding with or next following the date you satisfy the Plan's eligibility requirements.

#### ARTICLE II CONTRIBUTIONS

##### **What kind of contributions may I make to the Plan and how do my contributions affect my taxes?**

As a participant in the Plan, you may elect to reduce your compensation by a specific percentage or dollar amount and have that amount contributed to the Plan on a pre-tax basis. The Plan refers to this as an "elective deferral." Your taxable income is reduced by your elective deferral contributions so you pay less federal income taxes. However, your elective deferrals are subject to Social Security taxes at the time of deferral. Later, when the Plan distributes the deferrals and earnings, you will pay income tax on those amounts. Federal income taxes on the pre-tax deferral contributions and earnings are only postponed.

##### **Is there a limit on the amount of elective deferrals that can be made each year?**

As a participant, you may elect to defer a percentage of your compensation each year instead of receiving that amount in cash. The Administrator will notify you of the maximum percentage you may defer.

You may not make deferrals from your accumulated sick pay, from accumulated vacation pay or from back pay.

Your total elective deferrals in any calendar year may not exceed a certain dollar limit which is set by law ("elective deferral limit"). The elective deferral limit for 2015 is \$18,000. After 2015, the elective deferral limit may increase for cost-of-living adjustments.

If you are age 50 or will attain age 50 before the end of a calendar year, you may make additional deferrals (called "age 50 catch-up deferrals") for that year and following years. If you meet the age 50 requirement and your salary deferrals exceed the elective deferral limit described above, then any excess will be an age 50 catch-up deferral. The maximum catch-up deferral that you can make in 2015 is \$6,000. After 2015, the maximum age 50 catch-up contribution limit may increase for cost-of-living adjustments.

Instead of the "age 50-catch-up deferrals" there is an alternative catch-up limit that is available in the three years prior to your normal retirement age. This increased limit (called "Special NRA Catch-Up Contributions") is designed to allow make-up contributions for prior years when contributions to the plan were less than the maximum contribution that could have been made in those years. The additional catch-up amount is equal to the difference between the amounts that could have been contributed in the prior years less the amounts that actually were contributed in those years. However, the additional catch-up for the year cannot exceed the general limit for the year. Thus, if you are entitled to the full Special NRA Catch-up Contribution, your contributions in the last three years prior to your normal retirement age cannot exceed two times the regular elective deferral limit for the year.

#### **How do I make an election to defer?**

The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Plan Administrator. If you wish to defer, the procedure will require that you enter into a salary reduction agreement. You may elect to defer a portion of your compensation payable on or after your Entry Date. Such election must be made prior to the first day of a calendar month in which you wish to defer and will become effective as soon as administratively feasible after it is received by the Plan Administrator. Your election will remain in effect until you modify or terminate it. You may revoke or make modifications to your salary deferral election in accordance with procedures that the Employer provides. See the Plan Administrator for further information.

The matching contribution also applies to your Special NRA Catch-Up Contributions.

#### **What are rollover contributions?**

**Rollover contributions.** If you are a Participant or an Eligible Employee, you may be permitted to deposit into the Plan distributions you have received from other retirement plans. Such a deposit is called a "rollover" and may result in tax savings to you. You may ask the Administrator or Trustee of the other plan or IRA to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. Alternatively, you may elect to deposit any amount eligible to be rolled over within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is in your best interest.

**Rollover account.** Your rollover will be accounted for in a "rollover account." You will always be 100% vested in your "rollover account" (see the Article in this SPD entitled "Vesting"). This means that you will always be entitled to all amounts in your rollover account. Rollover contributions will be affected by any investment gains or losses.

**Withdrawal of rollover contributions.** You may withdraw the amounts in your "rollover account" at any time.

#### **What compensation is used to determine my Plan benefits?**

**Definition of compensation.** For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is subject to income tax and paid to you by your Employer during the Plan Year. The Plan takes into account elective deferrals to retirement plans (including this one) cafeteria plans, or qualified transportation fringe benefit plans. The following describes the adjustments to compensation that may apply for the different types of contributions provided under the Plan.

- Compensation paid after you terminate is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment
- Compensation for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential) or other similar payments that would have been made to you had you continued employment

For the Plan Year in which you first participate, for any contributions other than salary reductions, we take into account compensation after you enter the Plan for your first Plan Year of participation, then Plan Year compensation for Plan Years that follow.

### **ARTICLE III DISTRIBUTIONS**

#### **When will I be entitled to a distribution from the Plan?**

Distributions under the Plan may generally not be made prior to the earlier of your attainment of age 70 1/2 or your termination of employment (for whatever reason, including death). The rules are explained in more detail below.

If you terminate employment for any reason and at any age (including retirement), then you will be entitled to a distribution within a reasonable time after you terminate employment. (See the question "How will my benefits be paid?" for a further explanation of how benefits are paid from the Plan.)

If your benefit does not exceed \$1000 then the distribution will automatically be paid to you as soon as administratively practical following your termination of employment. If your benefit exceeds \$1000, then you will be given the opportunity to elect to defer payment of the benefit, subject to certain limitations. In determining whether your vested account balance exceeds the \$1000 threshold, "rollovers" (and any earnings allocable to "rollover" contributions) will be taken into account.

If the Plan Administrator approves, you (1) may elect to postpone distribution of your benefit to any fixed or determinable date including, but not beyond, your "required beginning date" described below; and (2) you may elect the method of payment.

**Military Service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Administrator for further details.

**Distributions while on military duty.** If you are on active military duty for more than 30 days, then the Plan treats you as having terminated employment for distribution purposes. This means that you may request a distribution from the Plan. If you request a distribution on account of this deemed termination of employment, then you are not permitted to make any contributions to the Plan for 6 (six) months after the date of the distribution.

#### **Required beginning date.**

Regardless of the above, the law requires that certain minimum distributions be made from the Plan. Distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or terminate employment. You should see the Plan Administrator if you think you may be affected by these rules.

#### **What is the Plan's normal retirement age?**

You will attain your normal retirement age when you reach the age that you designate, which may not be earlier than age 65 and may not be later than age 70.

#### **What is my vested interest in my account?**

You are always 100% vested in all your accounts under our plan.

#### **How will my benefits be paid?**

You may, subject to the approval of the Plan Administrator, elect to receive your distribution under one of the methods described below:

- a single lump-sum payment.
- installments over your life expectancy, but only if you are required to take distributions under the law because you reached your "required beginning date" (generally the later of age 70 1/2 or the date you terminate employment).
- Any other method agreed to by the Administrator.

#### **May I elect to roll over my account to another plan or IRA?**

If you are entitled to a distribution of more than \$200, then you may elect whether to receive the distribution or to roll over the distribution to another retirement plan such as an individual retirement account ("IRA").

#### **What happens if I get divorced?**

The Administrator will honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child or other dependent. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy the obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a qualified domestic relations order is valid.

**ARTICLE IV  
DEATH BENEFITS**

**What happens if I die while working for the Employer?**

If you die while still employed by the Employer, your entire account balance will be used to provide your beneficiary with a death benefit.

Your beneficiary is the person or persons whom you designate on a form the Administrator provides for this purpose. If you are married, your spouse will be the beneficiary of the death benefit, unless you elect to change the beneficiary.

If no valid designation of beneficiary exists, or if the beneficiary is not alive when you die, then the death benefit will be paid in the following order, unless the investment provider's documentation says otherwise:

- (a) Your surviving spouse;
- (b) Your children, including adopted children, and if a child dies before you, to their children, if any;
- (c) Your surviving parents, in equal shares; or
- (d) Your estate.

**When will the death benefit be paid to my beneficiary?**

Your death benefit will be paid to your beneficiary and payment will begin as soon as practicable after your death. See the Plan Administrator for further details.

You should immediately report any change in your marital status to the Administrator. If you have specifically named your spouse as your beneficiary on a designation form, then the designation will be invalid upon your divorce.

**What happens if I'm a participant, terminate employment, and die before receiving all my benefits?**

If you terminate employment with us and subsequently die, your beneficiary will be entitled to any remaining benefits that you were entitled to as of the date of your death.

**ARTICLE V  
IN-SERVICE DISTRIBUTIONS**

**Can I withdraw money from my account while working for the Employer?**

You may receive a distribution from the Plan prior to your termination of employment if you satisfy certain conditions. These conditions are described below. However, this distribution will reduce the value of the benefits you will receive when you retire. Any in-service distribution is made at your election and will be made in accordance with the forms of distribution available under the investment product you have selected or under the Plan.

You may receive a distribution if you have an "unforeseeable emergency," which is severe financial hardship resulting from an accident or illness to you, your spouse or dependent(s), a loss of property due to casualty, or other extraordinary and unforeseeable circumstances beyond your control.

You may request a distribution of up to your entire account once you reach age 70 1/2.

**ARTICLE VI  
TAX TREATMENT OF DISTRIBUTIONS**

**What are my tax consequences when I receive a distribution from the Plan?**

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution.

**Can I reduce or defer tax on my distribution?**

You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:



(a) The rollover of all or a portion of the distribution you actually receive to a traditional Individual Retirement Account (IRA) or another eligible employer plan. This will result in no tax being due until you begin withdrawing funds from the traditional IRA or other eligible employer plan. The rollover of the distribution, however, MUST be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, the direct rollover option described in paragraph (b) below would be the better choice.

(b) For most distributions, you may request that a "direct rollover" of all or a portion of the distribution to either a traditional Individual Retirement Account (IRA) or another employer plan willing to accept the rollover. A direct rollover will result in no tax being due until you withdraw funds from the traditional IRA or other qualified employer plan. Like the 60-day rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct rollover, e.g., a distribution of less than \$200 will not be eligible for a direct rollover. If you elect to actually receive the distribution rather than request a direct rollover, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH A QUALIFIED TAX ADVISOR BEFORE MAKING A CHOICE.

#### ARTICLE VII LOANS

**Is it possible to borrow money from the Plan?**

Yes. Loans are permitted in accordance with the Plan Loan Policy. If you wish to receive a copy of the Loan Policy, please contact the Plan Administrator.

#### ARTICLE VIII CLAIMS AND BENEFITS

**Can the Plan be amended?**

Yes. The Employer may amend the Plan at any time. No amendment will cause any reduction in the amount credited to your account.

**What happens if the Plan is discontinued or terminated?**

The Employer may terminate the Plan at any time. Upon termination, no more contributions may be made to the Plan. The Administrator will notify you of any modification or termination of the Plan.

**How do I submit a claim for Plan benefits?**

Benefits may be paid to you and your beneficiaries without the necessity of formal claims. However, if you think an error has been made in determining your benefits, then you or your beneficiaries may make a request for any Plan benefits to which you believe you are entitled. Any such request should be in writing and should be made to the Plan Administrator.

If the Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

#### ARTICLE IX GENERAL INFORMATION ABOUT THE PLAN

There is certain general information that you may need to know about the Plan. This information has been summarized for you in this Article.

The full name of the Plan is Tazewell County 457 Deferred Compensation Plan.

This Plan was originally effective on December 1, 2003. The amended and restated provisions of the Plan become effective on January 1, 2016.

The Plan's records are maintained on a twelve-month period of time. This is known as the "Plan Year." The Plan Year begins on January 1 and ends on December 31.

Valuations of the Plan are generally made daily.

The Plan will be governed by the laws of Illinois.

**Employer Information**

Your Employer's name, address, business telephone number, and identification number are:

Tazewell County  
11 South 4th Street, Room 203  
Pekin, Illinois 61554  
309-477-2274

37-6002170

**Administrator Information**

The Employer is the Plan Administrator. The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation and directs the payment of your account at the appropriate time. If you have any questions about the Plan and your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator, and some duties are the responsibility of the investment provider(s) to the Plan.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

**Plan Funding Medium**

All money that is contributed to the Plan is held in custodial accounts.

UMB Bank, n.a. c/o Security Benefit  
30 Dan Road Suite 55976  
Canton, Massachusetts 02021-2809

(800) 747-3942

**ELIGIBLE 457 PLAN**

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## ARTICLE I DEFINITIONS

1.01 "**Account**" means the separate Account(s) which the Plan Administrator or the Trustee maintains under the Plan for a Participant's Deferred Compensation. The Plan Administrator or Trustee may establish separate Accounts for multiple Beneficiaries of a Participant to facilitate required minimum distributions under Section 4.03 based on each Beneficiary's life expectancy.

1.02 "**Accounting Date**" means the last day of the Plan Year. The Plan Administrator will allocate Employer contributions and forfeitures for a particular Plan Year as of the Accounting Date of that Plan Year, and on such other dates, if any, as the Plan Administrator determines, consistent with the Plan's allocation conditions and other provisions.

1.03 "**Beneficiary**" means a person who the Plan or a Participant designates and who is or may become entitled to a Participant's Account upon the Participant's death. A Beneficiary who becomes entitled to a benefit under the Plan remains a Beneficiary under the Plan until the Plan Administrator or Trustee has fully distributed to the Beneficiary his or her Plan benefit. A Beneficiary's right to (and the Plan Administrator's or a Trustee's duty to provide to the Beneficiary) information or data concerning the Plan does not arise until the Beneficiary first becomes entitled to receive a benefit under the Plan.

1.04 "**Code**" means the Internal Revenue Code of 1986, as amended.

### 1.05 "**Compensation**"

**(A) Uses and Context.** Any reference in the Plan to Compensation is a reference to the definition in this Section 1.05, unless the Plan reference, or the Employer in the Adoption Agreement, modifies this definition. Except as the Plan otherwise specifically provides, the Plan Administrator will take into account only Compensation actually paid during (or as permitted under the Code, paid for) the relevant period. A Compensation payment includes Compensation paid by the Employer through another person under the common paymaster provisions in Code §§3121 and 3306. In the case of an Independent Contractor, Compensation means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies in the Adoption Agreement. The Employer in the Adoption Agreement may elect to allocate contributions based on a Compensation within specified 12 month period which ends within a Plan Year.

**(B) Base Definitions and Modifications.** The Employer in the Adoption Agreement must elect one of the following base definitions of Compensation: W-2 Wages, Code §3401(a) Wages, or 415 Compensation. The Employer may elect a different base definition as to different Contribution Types. The Employer in the Adoption Agreement may specify any modifications thereto, for purposes of contribution allocations under Article III. If the Employer fails to elect one of the above-referenced definitions, the Employer is deemed to have elected the W-2 Wages definition.

**(1) W-2 Wages.** W-2 Wages means wages for federal income tax withholding purposes, as defined under Code §3401(a), plus all other payments to an Employee in the course of the Employer's trade or business, for which the Employer must furnish the Employee a written statement under Code

§§6041, 6051, and 6052, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

**(2) Code §3401(a) Wages (income tax wage withholding).** Code §3401(a) Wages means wages within the meaning of Code §3401(a) for the purposes of income tax withholding at the source, but determined without regard to any rules that limit the remuneration included in wages based on the nature or the location of the employment or the services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

**(3) Code §415 Compensation (current income definition/simplified compensation under Treas. Reg. §1.415(c)-2(d)(2)).** Code §415 Compensation means the Employee's wages, salaries, fees for professional service and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. §1.62-2(c)).

Code §415 Compensation does not include:

**(a) Deferred compensation/SEP/SIMPLE.** Employer contributions (other than Elective Deferrals) to a plan of deferred compensation (including a simplified employee pension plan under Code §408(k) or to a simple retirement account under Code §408(p)) to the extent the contributions are not included in the gross income of the Employee for the Taxable Year in which contributed, and any distributions from a plan of deferred compensation (whether or not qualified), regardless of whether such amounts are includible in the gross income of the Employee when distributed.

**(b) Option exercise.** Amounts realized from the exercise of a non-qualified stock option (an option other than a statutory option under Treas. Reg. §1.421-1(b)), or when restricted stock or other property held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture under Code §83.

**(c) Sale of option stock.** Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option as defined under Treas. Reg. §1.421-1(b).

**(d) Other amounts that receive special tax benefits.** Other amounts that receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee and are not salary reduction amounts under Code §125).



(e) **Other similar items.** Other items of remuneration which are similar to any of the items in Sections 1.11(B)(3)(a) through (d).

(4) **Alternative (general) 415 Compensation.** Under this definition, Compensation means as defined in Section 1.11(B)(3) but with the addition of: (a) amounts described in Code §§104(a)(3), 105(a), or 105(h) but only to the extent that these amounts are includible in Employee's gross income; (b) amounts paid or reimbursed by the Employer for moving expenses incurred by the Employee, but only to the extent that at the time of payment it is reasonable to believe these amounts are not deductible by the Employee under Code §217; (c) the value of a nonstatutory option (an option other than a statutory option under Treas. Reg. §1.421-1(b)) granted by the Employer to the an Employee, but only to the extent that the value of the option is includible in the Employee's gross income for the Taxable Year of the grant; (d) the amount includible in the Employee's gross income upon the Employee's making of an election under Code §83(b); and (e) amounts that are includible in the Employee's gross income under Code §409A or Code §457(f)(1)(A) or because the amounts are constructively received by the Participant. [Note if the Plan's definition of Compensation is W-2 Wages or Code §3401(a) Wages, then Compensation already includes the amounts described in clause (e).]

(C) **Deemed 125 Compensation.** Deemed 125 Compensation means, in the case of any definition of Compensation which includes a reference to Code §125, amounts under a Code §125 plan of the Employer that are not available to a Participant in cash in lieu of group health coverage, because the Participant is unable to certify that he/she has other health coverage.

(D) **Modification to Compensation.** The Employer must specify in the Adoption Agreement the Compensation the Plan Administrator is to take into account in allocating Deferral Contributions to a Participant's Account. For all Plan Years other than the Plan Year in which the Employee first becomes a Participant, the Plan Administrator will take into account only the Compensation determined for the portion of the Plan Year in which the Employee actually is a Participant.

(E) **Elective Contributions.** Compensation under Section 1.05 includes Elective Contributions unless the Employer in the Adoption Agreement elects to exclude Elective Contributions. "Elective Contributions" are amounts excludible from the Employee's gross income under Code §§125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), 408(p) or 457, and contributed by the Employer, at the Employee's election, to a cafeteria plan, a qualified transportation fringe benefit plan, a 401(k) arrangement, a SARSEP, a tax-sheltered annuity, a SIMPLE plan or a Code §457 plan.

(F) **Post-Severance Compensation.** Compensation includes Post-Severance Compensation to the extent the Employer elects in the Adoption Agreement or as the Plan otherwise provides. Post-Severance Compensation is Compensation paid after a Participant's Severance from Employment from the Employer, as further described in this Section 1.05(F). As the Employer elects, Post-Severance Compensation may include any or all of regular pay, leave cash-outs, or deferred compensation paid within the time period described in Section 1.05(F)(1), and may also include salary continuation for disabled Participants, all as defined below. Any other payment paid after Severance from Employment that is not described in this Section 1.05(F) is not Compensation even if payment is made within the time period described below. Post-Severance Compensation does not

include severance pay, parachute payments under Code §280G(b)(2) or payments under a nonqualified unfunded deferred compensation plan unless the payments would have been paid at that time without regard to Severance from Employment.

(1) **Timing.** Post-Severance Compensation includes regular pay, leave cashouts, or deferred compensation only to the extent the Employer pays such amounts by the later of 2 1/2 months after Severance from Employment or by the end of the Limitation Year that includes the date of such Severance from Employment.

(a) **Regular pay.** Regular pay means the payment of regular Compensation for services during the Participant's regular working hours, or Compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, but only if the payment would have been paid to the Participant prior to a Severance from Employment if the Participant had continued in employment with the Employer.

(b) **Leave cash-outs.** Leave cash-outs means payments for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued and if Compensation would have included those amounts if they were paid prior to the Participant's Severance from Employment.

(c) **Deferred compensation.** As used in this Section 1.05(F), deferred compensation means the payment of deferred compensation pursuant to an unfunded deferred compensation plan, if Compensation would have included the Deferred Compensation if it had been paid prior to the Participant's Severance from Employment, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

(2) **Salary continuation for disabled Participants.** Salary continuation for disabled Participants means Compensation paid to a Participant who is permanently and totally disabled (as defined in Code §22(e)(3)).

(G) **Differential Wage Payments.** An individual receiving a Differential Wage Payment, as defined by Code §3401(h)(2), shall be treated as an employee of the employer making the payment and the Differential Wage Payment shall be treated as compensation for purposes of Code §457(b) and any other Internal Revenue Code section that references the definition of compensation under Code §415, including the definition of Includible Compensation as provided in Section 1.15.

1.06 **"Deferral Contributions"** means as the Employer elects on the Adoption Agreement, Salary Reduction Contributions, Nonelective Contributions and Matching Contributions. The Plan Administrator in applying the Code §457(b) limit will take into account Deferral Contributions in the Taxable Year in which deferred, or if later, in the Taxable Year in which the Deferral Contributions are no longer subject to a Substantial Risk of Forfeiture. The Plan Administrator in determining the amount of a Participant's Deferral Contributions disregards the net income, gain and loss attributable to Deferral Contributions unless the Deferral Contributions are subject to a Substantial Risk of Forfeiture. If a Deferral Contribution is subject to a Substantial Risk of Forfeiture, the Plan Administrator takes into the Deferral Contribution as adjusted

for allocable net income, gain or loss in the Taxable Year in which the Substantial Risk of Forfeiture lapses.

1.07 **"Deferred Compensation"** means as to a Participant the amount of Deferral Contributions, Rollover Contributions and Transfers adjusted for allocable net income, gain or loss, in the Participant's Account.

1.08 **"Effective Date"** of this Plan is the date the Employer specifies in the Adoption Agreement. The Employer in the Adoption Agreement may elect special effective dates for Plan provisions the Employer specifies provided any such date(s) are permitted by the Code, by Treasury regulations, or by other applicable guidance.

1.09 **"Elective Deferrals"** means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement, as described in Section 3.02. The term "Elective Deferrals" includes Pre-Tax Elective Deferrals and Roth Elective Deferrals.

1.10 **"Employee"** means an individual who provides services for the Employer, as a common law employee of the Employer. The Employer in the Adoption Agreement must elect or specify any Employee, or class of Employees, not eligible to participate in the Plan (an "Excluded Employee"). See Section 1.16 regarding potential treatment of an Independent Contractor as an Employee.

1.11 **"Employer"** means the entity specified in the Adoption Agreement, any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating Employer.

1.12 **"Employer Contribution"** means Nonselective Contributions or Matching Contributions.

1.13 **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended.

1.14 **"Excess Deferrals"** means Deferral Contributions to a Governmental Eligible 457 Plan or to a Tax-Exempt Organization Eligible 457 Plan for a Participant that exceed the Taxable Year maximum limitation of Code §§457(b) and (e)(18).

1.15 **"Includible Compensation"** means, for the Employee's Taxable Year, the Employee's total Compensation within the meaning of Code §415(c)(3) paid to an Employee for services rendered to the Employer. Includible Compensation includes Deferral Contributions under the Plan, compensation deferred under any other plan described in Code §457, and any amount excludible from the Employee's gross income under Code §§401(k), 403(b), 125 or 132(f)(4) or any other amount excludible from the Employee's gross income for Federal income tax purposes. The Employer will determine Includible Compensation without regard to community property laws.

1.16 **"Independent Contractor"** means any individual who performs service for the Employer and who the Employer does not treat as an Employee or a Leased Employee. The Employer in the Adoption Agreement may elect to permit Independent Contractors to participate in the Plan. To the extent that the Employer permits Independent Contractor participation, references to Employee in the Plan include Independent Contractors and Compensation means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies in the Adoption Agreement.

1.17 **"Leased Employee"** means an Employee within the meaning of Code §414(n).

1.18 **"Matching Contribution"** means an Employer fixed or discretionary contribution made or forfeiture allocated on account of Salary Reduction Contributions.

1.19 **"Nonelective Contribution"** means an Employer fixed or discretionary contribution not made as a result of a Salary Reduction Agreement and which is not a Matching Contribution.

1.20 **"Normal Retirement Age"** means the age the Employer specifies in the Adoption Agreement consistent with Section 3.05(B).

1.21 **"Participant"** is an Employee other than an Excluded Employee who becomes a Participant in accordance with the provisions of Section 2.01.

1.22 **"Plan"** means the 457 plan established or continued by the Employer in the form of this basic Plan and (if applicable) Trust Agreement, including the Adoption Agreement. The Employer in the Adoption Agreement must designate the name of the Plan. All section references within the Plan are Plan section references unless the context clearly indicates otherwise.

1.23 **"Plan Administrator"** is the Employer unless the Employer designates another person to hold the position of Plan Administrator. The Plan Administrator may be a Participant.

1.24 **"Plan Entry Date"** means the dates the Employer elects in Adoption Agreement.

1.25 **"Plan Year"** means the consecutive 12-month period the Employer elects in the Adoption Agreement.

1.26 **"Pre-Tax Elective Deferrals"** means a Participant's Salary Reduction Contributions which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Pre-Tax Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Pre-Tax Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Pre-Tax Elective Deferrals.

1.27 **"Rollover Contribution"** means the amount of cash or property which an eligible retirement plan described in Code §402(c)(8)(B) distributes to an eligible Employee or to a Participant in an eligible rollover distribution under Code §402(c)(4) and which the eligible Employee or Participant transfers directly or indirectly to a Governmental Eligible 457 Plan. A Rollover Contribution includes net income, gain or loss attributable to the Rollover Contribution. A Rollover Contribution excludes after-tax Employee contributions, as adjusted for net income, gain or loss.

1.28 **"Roth Elective Deferrals"** means a Participant's Salary Reduction Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Roth Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Roth Elective Deferrals. However, forfeitures may not be allocated to such account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth contributions that have not been distributed) and the year in which the Participant first made a Roth Elective Deferral.

1.29 "**Salary Reduction Agreement**" means a written agreement between a Participant and the Employer, by which the Employer reduces the Participant's Compensation for Compensation not available as of the date of the election and contributes the amount as a Salary Reduction Contribution to the Participant's Account.

1.30 "**Salary Reduction Contribution**" means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement.

1.31 "**Service**" means any period of time the Employee is in the employ of the Employer. In the case of an Independent Contractor, Service means any period of time the Independent Contractor performs services for the Employer on an independent contractor basis. An Employee or Independent Contractor terminates Service upon incurring a Severance from Employment.

(A) "**Qualified Military Service**. Service includes any qualified military service the Plan must credit for contributions and benefits in order to satisfy the crediting of Service requirements of Code §414(u). A Participant whose employment is interrupted by qualified military service under Code §414(u) or who is on a leave of absence for qualified military service under Code §414(u) may elect to make additional Salary Reduction Contributions upon resumption of employment with the Employer equal to the maximum Deferral Contributions that the Participant could have elected during that period if the Participant's employment with the Employer had continued (at the same level of Compensation) without the interruption of leave, reduced by the Deferral Contributions, if any, actually made for the Participant during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave). The Employer shall make appropriate make-up Nonelective Contributions and Matching Contributions for such a Participant as required under Code §414(u). The Plan shall apply limitations of Article III to all Deferral Contributions under this paragraph with respect to the year to which the Deferral Contribution relates.

(B) "**Continuous Service**" as the Adoption Agreement describes means Service with the Employer during which the Employee does not incur a Severance from Employment.

(C) "**Severance from Employment.**"

(1) **Employee**. An Employee has a Severance from Employment when the Employee ceases to be an Employee of the Employer. A Participant does not incur a Severance from Employment if, in connection with a change in employment, the Participant's new employer continues or assumes sponsorship of the Plan or accepts a Transfer of Plan assets as to the Participant.

(2) **Independent Contractor**. An Independent Contractor has a Severance from Employment when the contract(s) under which the Independent Contractor performs services for the Employer expires (or otherwise terminates), unless the Employer anticipates a renewal of the contractual relationship or the Independent Contractor becoming an Employee. The Employer anticipates renewal if it intends to contract for the services provided under the expired contract and neither the Employer nor the Independent Contractor has eliminated the Independent Contractor as a potential provider of such services under the new contract. Further, the Employer intends to contract for services conditioned only upon the Employer's need for the services provided under the expired contract or the Employer's availability of funds. Notwithstanding the preceding provisions of this Section 1.31, the Plan Administrator will

consider an Independent Contractor to have incurred a Severance from Employment: (a) if the Plan Administrator or Trustee will not pay any Deferred Compensation to an Independent Contractor who is a Participant before a date which is at least twelve months after the expiration of the Independent Contractor's contract (or the last to expire of such contracts) to render Services to the Employer; and (b) if before the applicable twelve-month payment date, the Independent Contractor performs Service as an Independent Contractor or as an Employee, the Plan Administrator or Trustee will not pay to the Independent Contractor his or her Deferred Compensation on the applicable date.

(3) **Deemed Severance**. Notwithstanding Section 1.05(F), if the Employer elects in the Adoption Agreement, then if a Participant performs service in the uniformed services (as defined in Code §414(u)(12)(B)) on active duty for a period of more than 30 days, the Participant will be deemed to have a severance from employment solely for purposes of eligibility for distribution of amounts not subject to Code §412. However, the Plan will not distribute such a Participant's Account on account of this deemed severance unless the Participant specifically elects to receive a benefit distribution hereunder. If a Participant elects to receive a distribution on account of this deemed severance, then no Deferral Contributions may be made for the Participant during the 6-month period beginning on the date of the distribution. If a Participant would be entitled to a distribution on account of a deemed severance, and a distribution on account of another Plan provision, then the other Plan provision will control and the 6-month suspension will not apply.

1.32 "**State**" means (a) one of the 50 states of the United States or the District of Columbia, or (b) a political subdivision of a State, or any agency or instrumentality of a State or its political subdivision. A State does not include the federal government or any agency or instrumentality thereof.

1.33 "**Substantial Risk of Forfeiture**" exists if the Plan expressly conditions a Participant's right to Deferred Compensation upon the Participant's future performance of substantial Service for the Employer.

1.34 "**Tax-Exempt Organization**" means any tax-exempt organization other than a governmental unit or a church or qualified church-controlled organization within the meaning of Code §3121(w)(3).

1.35 "**Taxable Year**" means the calendar year or other taxable year of a Participant.

1.36 "**Transfer**" means a transfer of Eligible 457 Plan assets to another Eligible 457 Plan which is not a Rollover Contribution and which is made in accordance with Section 9.03.

1.37 "**Trust**" means the Trust created under the adopting Employer's Plan. A Trust required under a Governmental Eligible 457 Plan is subject to Article VIII. Any Trust under a Tax-Exempt Organization Eligible 457 Plan is subject to Section 5.09.

1.38 "**Trustee**" means the person or persons who as Trustee execute the Employer's Adoption Agreement, or any successor in office who in writing accepts the position of Trustee.

1.39 **Type of 457 Plan**. This Plan is an Eligible 457 Plan, which is a plan which satisfies the requirements of Code §457(b) and Treas. Reg. §§1.457-3 through -10. The Employer in the Adoption Agreement must specify whether the plan is either a

## Eligible 457 Plan

Governmental Eligible 457 Plan or a Tax-Exempt Organization Eligible 457 Plan, as defined below:

(A) "**Governmental Eligible 457 Plan**" means an Eligible 457 Plan established by a State.

(B) "**Tax-Exempt Organization Eligible 457 Plan**" means an Eligible 457 Plan established by a Tax-Exempt Organization.

1.40 "**Vested**" means a Participant's Deferral Contributions that are not subject to a Substantial Risk of Forfeiture, including a vesting schedule.

**ARTICLE II  
ELIGIBILITY AND PARTICIPATION**

2.01 ELIGIBILITY. Each Employee who is not an Excluded Employee becomes a Participant in the Plan in accordance with the eligibility conditions and as of the Plan Entry Date the Employer elects in the Adoption Agreement. If this Plan is a restated Plan, each Employee who was a Participant in the Plan on the day before the Effective Date continues as a Participant in the Plan, irrespective of whether he/she satisfies the eligibility conditions in the restated Plan, unless the Employer indicates otherwise in the Adoption Agreement.

2.02 PARTICIPATION UPON RE-EMPLOYMENT. A Participant who incurs a Severance from Employment will re-enter the Plan as a Participant on the date of his or her re-employment. An Employee who satisfies the Plan's eligibility conditions but who incurs a Severance from Employment prior to becoming a Participant will become a Participant on the later of the Plan Entry Date on which he/she would have entered the Plan had he/she not incurred a Severance from Employment or

the date of his or her re-employment. Any Employee who incurs a Severance from Employment prior to satisfying the Plan's eligibility conditions becomes a Participant in accordance with the Adoption Agreement.

2.03 CHANGE IN EMPLOYMENT STATUS. If a Participant has not incurred a Severance from Employment but ceases to be eligible to participate in the Plan, by reason of becoming an Excluded Employee, the Plan Administrator must treat the Participant as an Excluded Employee during the period such a Participant is subject to the Adoption Agreement exclusion. The Plan Administrator determines a Participant's sharing in the allocation of Employer Contributions by disregarding his or her Compensation paid by the Employer for services rendered in his or her capacity as an Excluded Employee. However, during such period of exclusion, the Participant, without regard to employment classification, continues to share fully in Plan income allocations under Section 5.07 and to accrue vesting service if applicable.

**ARTICLE III  
DEFERRAL CONTRIBUTIONS/LIMITATIONS**

**3.01 AMOUNT.**

**(A) Contribution Formula.** For each Plan Year, or other period the Employer specifies in the Adoption Agreement, the Employer will contribute to the Plan the type and amount of Deferral Contributions the Employer elects in the Adoption Agreement.

**(B) Return of Contributions.** The Employer contributes to this Plan on the condition its contribution is not due to a mistake of fact. If the Plan has a Trust, the Trustee, upon written request from the Employer, must return to the Employer the amount of the Employer's contribution (adjusted for net income, gain or loss) made by the Employer on account of a mistake of fact. The Trustee will not return any portion of the Employer's contribution under the provisions of this paragraph more than one year after the Employer made the contribution on account of a mistake of fact. In addition, if any Participant Salary Reduction Contribution is due to a mistake of fact, the Employer or the Trustee upon written request from the Employer shall return the Participant's contribution (adjusted for net income, gain or loss), within one year after payment of the contribution.

The Trustee will not increase the amount of the Employer contribution returnable under this Section 3.01 for any earnings attributable to the contribution, but the Trustee will decrease the Employer contribution returnable for any losses attributable to it. The Trustee may require the Employer to furnish it whatever evidence the Trustee deems necessary to enable the Trustee to confirm the amount the Employer has requested be returned is properly returnable.

**(C) Time of Payment of Contribution.** If the Plan has a Trust, the Employer may pay its contributions for each Plan Year to the Trust in one or more installments and at such time(s) as the Employer determines, without interest. A Governmental Employer shall deposit Salary Reduction Contributions to the Trust within a period that is not longer than is reasonable for the administration of Participant Accounts.

**3.02 SALARY REDUCTION CONTRIBUTIONS.** The Employer in the Adoption Agreement must elect whether the Plan permits Salary Reduction Contributions, and also the Plan limitations, if any, which apply to Salary Reduction Contributions. Unless the Employer elects otherwise in the Adoption Agreement, all such limitations apply on a payroll basis.

**(A) Deferral from Sick, Vacation and Back Pay.** The Employer in the Adoption Agreement must elect whether to permit Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

**(B) Automatic Enrollment.** The Employer in the Adoption Agreement may provide for automatic Salary Reduction Contributions of a specified amount, subject to giving notice to affected Participants of the automatic election and of their right to make a contrary election.

A Governmental Employer under an Eligible 457 Plan may elect to provide an Eligible Automatic Contribution Arrangement ("EACA"). If the Employer elects to provide an EACA, the Employer will amend the Plan to add necessary language.

**(C) Application to Leave of Absence and Disability.** Unless a Participant in his or her Salary Reduction Agreement elects otherwise, the Participant's Salary Reduction Agreement shall

continue to apply during the Participant's leave of absence or the Participant's disability (as the Plan Administrator shall establish), if the Participant has Compensation other than imputed compensation or disability benefits.

**(D) Post-severance deferrals limited to Post-Severance Compensation.** Deferrals are permitted from an amount received following Severance from Employment only if the amount is Post-Severance Compensation.

**3.03 MATCHING CONTRIBUTIONS.** The Employer in the Adoption Agreement must elect whether the Plan permits Matching Contributions and, if so, the type(s) of Matching Contributions, the time period applicable to any Matching Contribution formula, and as applicable, the amount of Matching Contributions and the Plan limitations, if any, which apply to Matching Contributions. Any Matching Contributions apply to age 50 catch-up contributions, if any, and to any Normal Retirement Age catch-up contributions unless the Employer elects otherwise in the Adoption Agreement.

**3.04 NORMAL LIMITATION.** Except as provided in Sections 3.05 and 3.06, a Participant's maximum Deferral Contributions (excluding Rollover Contributions and Transfers) under this Plan for a Taxable Year may not exceed the lesser of:

(a) The applicable dollar amount as specified under Code §457(e)(15) (or such larger amount as the Commissioner of the Internal Revenue may prescribe), or

(b) 100% of the Participant's Includible Compensation for the Taxable Year.

**3.05 NORMAL RETIREMENT AGE CATCH-UP CONTRIBUTION.** If selected in the Adoption Agreement, a Participant may elect to make this catch-up election. For one or more of the Participant's last three Taxable Years ending before the Taxable Year in which the Participant attains Normal Retirement Age, the Participant's maximum Deferral Contributions may not exceed the lesser of:

(a) Twice the dollar amount under Section 3.04(a) Normal Limitation, or (b) the underutilized limitation.

**(A) Underutilized Limitation.** A Participant's underutilized limitation is equal to the sum of: (i) the normal limitation for the Taxable Year, and (ii) the normal limitation for each of the prior Taxable Years of the Participant commencing after 1978 during which the Participant was eligible to participate in the Plan and the Participant's Deferral Contributions were subject to the Normal Limitation or any other Code §457(b) limit, less the amount of Deferral Contributions for each such prior Taxable Year, excluding age 50 catch-up contributions.

**(B) Normal Retirement Age.** Normal Retirement Age is the age the Employer specifies in the Adoption Agreement provided that the age may not be: (i) earlier than the earliest of age 65 or the age at which Participants have the right to retire and receive under the Employer's defined benefit plan (or money purchase plan if the Participant is not eligible to participate in a defined benefit plan) immediate retirement benefits without actuarial or other reduction because of retirement before a later specified age; or (ii) later than age 70 1/2.

**(1) Participant Designation.** The Employer in the Adoption Agreement may permit a Participant to designate his

or her Normal Retirement Age as any age including or between the foregoing ages.

(2) **Multiple 457 Plans.** If the Employer maintains more than one Eligible 457 Plan, the Plans may not permit any Participant to have more than one Normal Retirement Age under the Plans.

(3) **Police and Firefighters.** In a Governmental Eligible 457 Plan with qualified police or firefighter Participants within the meaning of Code §415(b)(2)(H)(ii)(I), the Employer in the Adoption Agreement may elect (or permit the qualified Participants to elect) a Normal Retirement Age as early as age 40 and as late as age 70 1/2.

(C) **Pre-2002 Coordination.** In determining a Participant's underutilized limitation, the Plan Administrator, in accordance with Treas. Reg. §1.457-4(c)(3)(iv), must apply the coordination rule in effect under now repealed Code §457(c)(2). The Plan Administrator also must determine the Normal Limitation for pre-2002 Taxable Years in accordance with Code §457(b)(2) as then in effect.

3.06 **AGE 50 CATCH-UP CONTRIBUTION.** An Employer sponsoring a Governmental Eligible 457 Plan must specify in the Adoption Agreement whether the Participants are eligible to make age 50 catch-up contributions.

If an Employer elects to permit age 50 catch-up contributions, all Employees who are eligible to make Salary Reduction Contributions under this Plan and who have attained age 50 before the close of the Taxable Year are eligible to make age 50 catch-up contributions for that Taxable Year in accordance with, and subject to the limitations of, Code §414(v). Such catch-up contributions are not taken into account for purposes of the provisions of the Plan implementing the required limitations of Code §457. If, for a Taxable Year, an Employee makes a catch-up contribution under Section 3.05, the Employee is not eligible to make age 50 catch-up contributions under this Section 3.06. A catch-up eligible Participant in each Taxable Year is entitled to the greater of the amount determined under Section 3.05 or Section 3.06 Catch-Up Amount plus the Section 3.04 Normal Limitation.

3.07 **CONTRIBUTION ALLOCATION.** The Plan Administrator will allocate to each Participant's Account his or her Deferral Contributions. The Employer will allocate Employer Nonelective and Matching Contributions to the Account of each Participant who satisfies the allocation conditions in the Adoption Agreement in the following manner:

(a) **Fixed match.** To the extent the Employer makes Matching Contributions under a fixed Adoption Agreement formula, the Plan Administrator will allocate the Matching Contribution to the Account of the Participant on whose behalf the Employer makes that contribution. A fixed Matching Contribution formula is a formula under which the Employer contributes a specified percentage or dollar amount on behalf of a Participant based on that Participant's Salary Reduction Contributions.

(b) **Discretionary match.** To the extent the Employer makes Matching Contributions under a discretionary Adoption Agreement formula, the Plan Administrator will allocate the Matching Contributions to a Participant's Account in the same proportion that each Participant's Salary Reduction Contributions taken into account under the formula bear to the total Salary Reduction Contributions of all Participants.

(c) **Tiered match.** If the Matching Contribution formula is a tiered formula, the Plan Administrator will allocate separately the Matching Contributions with respect to each tier of Salary Reduction Contributions, in accordance with the tiered formula.

(d) **Discretionary nonelective.** The Plan Administrator will allocate discretionary Nonelective Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year, unless the Employer elects otherwise in the Adoption Agreement.

(e) **Fixed nonelective.** The Plan Administrator will allocate fixed Nonelective Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year, unless the Employer elects otherwise in the Adoption Agreement.

(f) **Other nonelective.** The Plan Administrator will allocate Nonelective Contributions for a Plan Year as specified in the Adoption Agreement.

3.08 **ALLOCATION CONDITIONS.** The Plan Administrator will determine the allocation conditions applicable to Nonelective Contributions or to Matching Contributions (or to both) in accordance with the Employer's elections in the Adoption Agreement. The Plan Administrator will not allocate to a Participant any portion of an Employer Contribution (or forfeiture if applicable) for a Plan Year or applicable portion thereof in which the Participant does not satisfy the applicable allocation condition(s).

3.09 **ROLLOVER CONTRIBUTIONS.** If elected in the Adoption Agreement, an Employer sponsoring a Governmental Eligible 457 Plan may permit Rollover Contributions.

(A) **Operational Administration.** The Employer, operationally and on a nondiscriminatory basis, may elect to limit an eligible Employee's right or a Participant's right to make a Rollover Contribution. Any Participant (or as applicable, any eligible Employee), with the Employer's written consent and after filing with the Trustee the form prescribed by the Plan Administrator, may make a Rollover Contribution to the Trust. Before accepting a Rollover Contribution, the Trustee may require a Participant (or eligible Employee) to furnish satisfactory evidence the proposed transfer is in fact a "Rollover Contribution" which the Code permits an employee to make to an eligible retirement plan. The Trustee, in its sole discretion, may decline to accept a Rollover Contribution of property which could: (1) generate unrelated business taxable income; (2) create difficulty or undue expense in storage, safekeeping or valuation; or (3) create other practical problems for the Trust.

(B) **Pre-Participation Rollover.** If an eligible Employee makes a Rollover Contribution to the Trust prior to satisfying the Plan's eligibility conditions, the Plan Administrator and Trustee must treat the Employee as a limited Participant (as described in Rev. Rul. 96-48 or in any successor ruling). A limited Participant does not share in the Plan's allocation of any Employer Contributions and may not make Salary Reduction Contributions until he/she actually becomes a Participant in the Plan. If a limited Participant has a Severance from Employment prior to becoming a Participant in the Plan, the Trustee will distribute his or her Rollover Contributions Account to the limited Participant in accordance with Article IV.

(C) **Separate Accounting.** If an Employer permits Rollover Contributions, the Plan Administrator must account separately



for: (1) amounts rolled into this Plan from an eligible retirement plan (other than from another Governmental Eligible 457 plan); and (2) amounts rolled into this Plan from another Governmental Eligible 457 Plan. The Plan Administrator for purposes of ordering any subsequent distribution from this Plan, may designate a distribution from a Participant's Rollover Contributions as coming first from either of (1) or (2) above if the Participant has both types of Rollover Contribution Accounts.

**(D) May Include Roth Deferrals.** If this Plan is an eligible governmental 457(b) plan which accepts Roth Elective Deferrals, then a Rollover Contribution may include Roth Deferrals made to another plan, as adjusted for Earnings. Such amounts must be directly rolled over into this Plan from another plan which is qualified under Code §401(a), from a 403(b) plan, or from an eligible governmental 457 plan. The Plan must account separately for the Rollover Contribution, including the Roth Deferrals and the Earnings thereon.

**(E) In-Plan Roth Rollover Contributions.** A Governmental Employer under an Eligible 457 Plan may elect to permit In-Plan Roth Rollover Contribution. If the Employer decides to permit In-Plan Roth Rollover Contributions, the Employer will amend the Plan to add necessary language.

**3.10 DISTRIBUTION OF EXCESS DEFERRALS.** In the event that a Participant has Excess Deferrals, the Plan will distribute to the Participant the Excess Deferrals and allocable net income, gain or loss, in accordance with this Section 3.10.

**(A) Governmental Eligible 457 Plan.** The Plan Administrator will distribute Excess Deferrals from a Governmental Eligible 457 Plan as soon as is reasonably practicable following the Plan Administrator's determination of the amount of the Excess Deferral.

**(B) Tax-Exempt Organization Eligible 457 Plan.** The Plan Administrator will distribute Excess Deferrals from a Tax-Exempt Organization Eligible 457 Plan no later than April 15 following the Taxable Year in which the Excess Deferral occurs.

**(C) Plan Aggregation.** If the Employer maintains more than one Eligible 457 Plan, the Employer must aggregate all such Plans in determining whether any Participant has Excess Deferrals.

**(D) Individual Limitation.** If a Participant participates in another Eligible 457 Plan maintained by a different employer, and the Participant has Excess Deferrals, the Plan Administrator may, but is not required, to correct the Excess Deferrals by making a corrective distribution from this Plan.

**3.11 DEEMED IRA CONTRIBUTIONS.** A Governmental Employer under an Eligible 457 Plan may elect to permit Participants to make IRA contributions to this Plan in accordance with the Code §408(q) deemed IRA rules. If the Employer elects to permit deemed IRA contributions to the Plan, the Employer will amend the Plan to add necessary IRA language and either the Rev. Proc. 2003-13 sample deemed IRA language or an appropriate substitute.

**3.12 ROTH ELECTIVE DEFERRALS.** The Employer may elect in the Adoption Agreement to permit Roth Elective Deferrals. Unless elected otherwise, Roth Elective Deferrals shall be treated in the same manner as Elective Deferrals. The Employer may, in operation, implement deferral election procedures provided such procedures are communicated to

Participants and permit Participants to modify their elections at least once each Plan Year.

**(A) Elective Deferrals.** "Elective Deferral" means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement, as described in Section 3.02. The term "Elective Deferrals" includes Pre-tax Elective Deferrals and Roth Elective Deferrals.

**(B) Pre-Tax Elective Deferrals.** "Pre-Tax Elective Deferrals" means a Participant's Salary Reduction Contributions which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Pre-Tax Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Pre-Tax Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Pre-Tax Elective Deferrals.

**(C) Roth Elective Deferrals.** "Roth Elective Deferrals" means a Participant's Salary Reduction Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Roth Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Roth Elective Deferrals. However, forfeitures may not be allocated to such account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth contributions that have not been distributed) and the year in which the Participant first made a Roth Elective Deferral.

**(D) Ordering Rules for Distributions.** The Administrator operationally may implement an ordering rule procedure for withdrawals (including, but not limited to, withdrawals on account of an unforeseeable emergency) from a Participant's accounts attributable to Pre-Tax Elective Deferrals or Roth Elective Deferrals. Such ordering rules may specify whether the Pre-Tax Elective Deferrals or Roth Elective Deferrals are distributed first. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.

**(E) Corrective distributions attributable to Roth Elective Deferrals.** For any Plan Year in which a Participant may make both Roth Elective Deferrals and Pre-Tax Elective Deferrals, the Administrator operationally may implement an ordering rule procedure for the distribution of Excess Deferrals (Treas. Reg. §1.457-4(e)). Such an ordering rule may specify whether the Pre-Tax Elective Deferrals or Roth Elective Deferrals are distributed first, to the extent such type of Elective Deferrals was made for the year. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.

**(F) Loans.** If Participant loans are permitted under the Plan, then the Administrator may modify the loan policy or program to provide limitations on the ability to borrow from, or use as security, a Participant's Roth Elective Deferral account. Similarly, the loan policy or program may be modified to provide for an ordering rule with respect to the default of a loan that is made from the Participant's Roth Elective Deferral account and other accounts under the Plan.

**(G) Rollovers.** A direct rollover of a distribution from Roth Elective Deferrals shall only be made to a Plan which includes Roth Elective Deferrals as described in Code §402A(e)(1) or to

a Roth IRA as described in Code §408A, and only to the extent the rollover is permitted under the rules of Code §402(c).

The Plan shall accept a rollover contribution of Roth Elective Deferrals only if it is a direct rollover from another Plan which permits Roth Elective Deferrals as described in Code §402A(c)(1) and only to the extent the rollover is permitted under the rules of Code §402(c). The Employer, operationally and on a uniform and nondiscriminatory basis, may decide whether to accept any such rollovers.

The Plan shall not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth Elective Deferral account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Roth Elective Deferrals are not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than \$200 during a year. Furthermore, the Plan will treat a Participant's Roth Elective Deferral account and the Participant's other accounts as held under two separate plans for purposes of applying the automatic rollover rules. However, eligible rollover distributions of a Participant's Roth Elective Deferrals are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceed the Plan's limits for purposes of mandatory distributions from the Plan.

The provisions of the Plan that allow a Participant to elect a direct rollover of only a portion of an eligible rollover distribution but only if the amount rolled over is at least \$500 is applied by treating any amount distributed from a Participant's Roth Elective Deferral account as a separate distribution from

any amount distributed from the Participant's other accounts in the Plan, even if the amounts are distributed at the same time.

**(H) Automatic Enrollment.** If the Plan utilizes an automatic enrollment feature as described in Section 3.02(B), then any such automatic contribution shall be a Pre-Tax Elective Deferral.

**(I) Operational Compliance.** The Plan Administrator will administer Roth Elective Deferrals in accordance with applicable regulations or other binding authority.

3.13 BENEFIT ACCRUAL. If the Employer elects to apply this Section, then effective as of the date adopted, for benefit accrual purposes, the Plan treats an individual who dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability.

**(A) Determination of benefits.** The amount of Matching Contributions to be made pursuant to this Section 3.13 shall be determined as though the amount of Salary Reduction Contributions of an individual treated as reemployed under this Section on the basis of the individual's average actual Salary Reduction Contributions for the lesser of: (i) the 12-month period of service with the Employer immediately prior to qualified military service; or (ii) the actual length of continuous service with the Employer.

**ARTICLE IV  
TIME AND METHOD OF  
PAYMENT OF BENEFITS**

4.01 DISTRIBUTION RESTRICTIONS. Except as the Plan provides otherwise, the Plan Administrator or Trustee may not distribute to a Participant the amounts in his or her Account prior to one of the following events:

- (a) The Participant's attaining age 70 1/2;
- (b) The Participant's Severance from Employment; or
- (c) The Participant's death.

4.02 TIME AND METHOD OF PAYMENT OF ACCOUNT. The Plan Administrator, or Trustee at the direction of the Plan Administrator, will distribute to a Participant who has incurred a Severance from Employment the Participant's Vested Account under one or any combination of payment methods and at the time(s) the Adoption Agreement specifies. If the Adoption Agreement permits more than one time or method, the Plan Administrator, in the absence of a Participant election described below, will determine the time and method applicable to a particular Participant. In no event will the Plan Administrator direct (or direct the Trustee to commence) distribution, nor will the Participant elect to have distribution commence, later than the Participant's required beginning date, or under a method that does not satisfy Section 4.03.

**(A) Participant Election of Time and Method.** The Employer in the Adoption Agreement must elect whether to permit Participants to elect the timing and method of distribution of their Account in accordance with this Section 4.02. The Plan Administrator must consent to the specific terms of any such Participant election and the Plan Administrator in its sole discretion may withhold consent. Subject to the foregoing conditions, a Participant: (1) may elect to postpone distribution of his or her Account beyond the time the Employer has elected in the Adoption Agreement, to any fixed or determinable date including, but not beyond, the Participant's required beginning date; and (2) may elect the method of payment. A Participant in a Tax Exempt Organization Eligible 457 Plan may elect the timing and method of payment of his or her Account no later than 30 days before the date the Plan Administrator or Trustee first would commence payment of the Participant's Account in accordance with the Adoption Agreement. The Plan Administrator must furnish to the Participant a form for the Participant to elect the time and a method of payment. A Participant in a Governmental Eligible 457 Plan is not subject to any such requirement in election the timing or method of payment.

**(B) Number of Initial Elections/Subsequent Elections.** A Participant in a Tax-Exempt Organization Eligible 457 Plan may make any number of elections or revoke any prior election under Section 4.02(A) within the election period. Once the initial election period expires, a Participant, before payment would commence under the Participant's initial election, may make one additional election to defer (but not to accelerate) the timing of payment of his or her Account and also as to the method of payment.

**(C) No Election/Default.** If the Participant does not make a timely election regarding the time and method of payment, the Plan Administrator will pay or direct the Trustee to pay the Participant's Account in accordance with the Adoption Agreement.

**(D) Mandatory Distribution.** The Employer in the Adoption Agreement will elect whether the Plan will make Mandatory Distributions. If the Employer elects Mandatory Distributions, the Employer may determine operationally whether to include Rollover Contributions in determining whether the Participant is subject to Mandatory Distributions.

4.03 REQUIRED MINIMUM DISTRIBUTIONS. The Plan Administrator may not distribute nor direct the Trustee to distribute the Participant's Account, nor may the Participant elect any distribution his or her Account, under a method of payment which, as of the required beginning date, does not satisfy the minimum distribution requirements of Code §401(a)(9) or which is not consistent with applicable Treasury regulations.

**(A) General Rules.**

**(1) Precedence.** The requirements of this Section 4.03 will take precedence over any inconsistent provisions of the Plan.

**(2) Requirements of Treasury Regulations Incorporated.** All distributions required under this Section 4.03 will be determined and made in accordance with the Treasury regulations under Code §401(a)(9).

**(B) Time and Manner of Distribution.**

**(1) Required Beginning Date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

**(2) Death of Participant Before Distribution Begins.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

**(a) Spouse Designated Beneficiary.** If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then, except as the Employer may elect in the Adoption Agreement, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.

**(b) Non-Spouse Designated Beneficiary.** If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then, except as the Employer may elect in the Adoption Agreement, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

**(c) No Designated Beneficiary.** If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

**(d) Death of Spouse.** If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section

4.03(B)(2) other than Section 4.03(B)(2)(a), will apply as if the surviving spouse were the Participant.

For purposes of this Section 4.03(B) and Section 4.03(D), unless Section 4.03(B)(2)(d) applies, distributions are considered to begin on the Participant's required beginning date. If Section 4.03(B)(2)(d) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a), the date distributions are considered to begin is the date distributions actually commence.

**(3) Forms of Distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 4.03(C) and 4.03(D). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code §401(a)(9) and the Treasury regulations.

**(C) Required Minimum Distributions during Participant's Lifetime.**

**(1) Amount of Required Minimum Distribution for Each Distribution Calendar Year.** During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

**(a) ULT.** The quotient obtained by dividing the Participant's account balance by the number in the Uniform Life Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's attained age as of the Participant's birthday in the distribution calendar year; or

**(b) Younger Spouse.** If the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

**(2) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death.** Required minimum distributions will be determined under this Section 4.03(C) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

**(D) Required Minimum Distributions after Participant's Death.**

**(1) Death On or After Distributions Begin.**

**(a) Participant Survived by Designated Beneficiary.** If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

**(i) Participant's Life Expectancy.** The Participant's remaining life expectancy is calculated using the attained age of the Participant as of the Participant's birthday in the calendar year of death, reduced by one for each subsequent calendar year.

**(ii) Spouse's Life Expectancy.** If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the attained age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

**(iii) Non-Spouse's Life Expectancy.** If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the attained age of the Beneficiary as of the Beneficiary's birthday in the calendar year following the calendar year of the Participant's death, reduced by one for each subsequent calendar year.

**(b) No Designated Beneficiary.** If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the calendar year after the calendar year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the calendar year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the attained age of the Participant as of the Participant's birthday in the calendar year of death, reduced by one for each subsequent calendar year.

**(2) Death before Date Distributions Begin.**

**(a) Participant Survived by Designated Beneficiary.** Except as the Employer may elect in the Adoption Agreement, if the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Section 4.03(D)(1).

**(b) No Designated Beneficiary.** If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

**(c) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin.** If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a), this Section 4.03(D)(2) will apply as if the surviving spouse were the Participant.

**(d) 5-year or Life Expectancy rule; possible election.** The Employer in its Adoption Agreement will elect whether distribution of the Participant's Account will be made in accordance with the life expectancy rule under Section

4.03(D)(2)(a) or the 5-year rule under Section 4.03(D)(2)(b). The Employer's election may permit a Designated Beneficiary to elect which of these rules will apply or may specify which rule applies. However, the life expectancy rule (whether subject to election or not) applies only in the case of a Designated Beneficiary. The 5-year rule applies as to any Beneficiary who is not a Designated Beneficiary. A permitted election under this Section must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under Section 4.03(D)(2)(a), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death.

**(E) Definitions.**

**(1) Designated Beneficiary.** The individual who is designated as the Beneficiary under the Plan and is the designated beneficiary under Code §401(a)(9) and Treas. Reg. §1.401(a)(9)-1, Q&A-4.

**(2) Distribution calendar year.** A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which the distributions are required to begin under Section 4.03(B)(2). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

**(3) Life expectancy.** Life expectancy as computed by use of the Single Life Table in Treas. Reg. §1.401(a)(9)-9.

**(4) Participant's account balance.** The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any Rollover Contributions or Transfers to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

**(5) Required beginning date.** A Participant's required beginning date is the April 1 of the calendar year following the later of: (1) the calendar year in which the Participant attains age 70 1/2, or (2) the calendar year in which the Participant retires or such other date under Code §401(a)(9) by which required minimum distributions must commence.

**4.04 DEATH BENEFITS.** Upon the death of the Participant, the Plan Administrator must pay or direct the Trustee to pay the Participant's Account in accordance with Section 4.03. Subject to Section 4.03, a Beneficiary may elect the timing and method of payment in the same manner as a Participant may elect under Section 4.02, if such elections apply.

If a Participant dies while performing qualified military service (as defined in Code §414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided

under the Plan as if the Participant had resumed and then terminated employment on account of death.

**4.05 DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT.** The Employer must elect in the Adoption Agreement whether to permit in-service distributions of a Participant's Vested Account under this Section 4.05, notwithstanding the Section 4.01 distribution restrictions.

**(A) Unforeseeable Emergency.** In the event of a Participant's unforeseeable emergency, the Plan Administrator may make a distribution to a Participant who has not incurred a Severance from Employment (or who has incurred a Severance but will not begin to receive payments until some future date). In the event of an unforeseeable emergency, the Plan Administrator also may accelerate payments to a Participant or to a Beneficiary. The Plan Administrator will establish a policy for determining whether an unforeseeable emergency exists. An unforeseeable emergency is a severe financial hardship of a Participant or Beneficiary resulting from: (1) illness or accident of the Participant, the Beneficiary, or the Participant's or Beneficiary's spouse or dependent (as defined in Code §152(a)); (2) loss of the Participant's or Beneficiary's property due to casualty; (3) the need to pay for the funeral expenses of the Participant's or Beneficiary's spouse or dependent (as defined in Code §152(a)); or (4) other similar extraordinary and unforeseeable circumstances arising from events beyond the Participant's or Beneficiary's control, or which applicable law may define as an unforeseeable emergency. The Plan Administrator will not pay the Participant or the Beneficiary more than the amount reasonably necessary to satisfy the emergency need, which may include amounts necessary to pay taxes or penalties on the distribution. The Plan Administrator will not make payment to the extent the Participant or Beneficiary may relieve the financial hardship by cessation of deferrals under the Plan, through insurance or other reimbursement, or by liquidation of the individual's assets to the extent such liquidation would not cause severe financial hardship.

The Participant's Beneficiary is a person who a Participant designates and who is or may become entitled to a Participant's Plan Account upon the Participant's death.

**(B) De minimis distribution.** In accordance with the Employer's Adoption Agreement elections, the Plan Administrator may allow a Participant to elect to receive a distribution or the Plan Administrator will distribute (without a Participant election) any amount of the Participant's Account where: (1) the Participant's Account (disregarding Rollover Contributions) does not exceed \$5,000 (or such other amount as does not exceed the Code §411(a)(11)(A) dollar amount); (2) the Participant has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (3) the Participant has not received a prior distribution under this Section 4.05(B).

**(C) Distribution of Rollover Contributions.** The Employer in the Adoption Agreement may elect to permit a Participant to request and to receive distribution of the Participant's Account attributable to Rollover Contributions (but not to Transfers) before the Participant has a distributable event under Section 4.01.

**4.06 DISTRIBUTIONS UNDER QUALIFIED DOMESTIC RELATIONS ORDERS (QDROs).**

Notwithstanding any other provision of this Plan, the Employer in the Adoption Agreement may elect to apply the QDRO provisions of this Section 4.06. If Section 4.06 applies, the Plan Administrator (and any Trustee) must comply with the terms of a QDRO, as defined in Code §414(p), which is issued with respect to the Plan.

**(A) Time and Method of Payment.** This Plan specifically permits distribution to an alternate payee under a QDRO at any time, notwithstanding any contrary Plan provision and irrespective of whether the Participant has attained his or her earliest retirement age (as defined under Code §414(p)) under the Plan. A distribution to an alternate payee prior to the Participant's attainment of earliest retirement age is available only if the QDRO specifies distribution at that time or permits an agreement between the Plan and the alternate payee to authorize an earlier distribution. Nothing in this Section 4.06 gives a Participant a right to receive distribution at a time the Plan otherwise does not permit nor authorizes the alternate payee to receive a form of payment the Plan does not permit.

**(B) QDRO Procedures.** The Plan Administrator must establish reasonable procedures to determine the qualified status of a domestic relations order. Upon receiving a domestic relations order, the Plan Administrator promptly will notify the Participant and any alternate payee named in the order, in writing, of the receipt of the order and the Plan's procedures for determining the qualified status of the order. Within a reasonable period of time after receiving the domestic relations order, the Plan Administrator must determine the qualified status of the order and must notify the Participant and each alternate payee, in writing, of the Plan Administrator's determination. The Plan Administrator must provide notice under this paragraph by mailing to the individual's address specified in the domestic relations order.

**(C) Accounting.** If any portion of the Participant's Account Balance is payable under the domestic relations order during the period the Plan Administrator is making its determination of the qualified status of the domestic relations order, the Plan Administrator must maintain a separate accounting of the amounts payable. If the Plan Administrator determines the order is a QDRO within 18 months of the date amounts first are payable following receipt of the domestic relations order, the Plan Administrator will distribute or will direct the Trustee to distribute the payable amounts in accordance with the QDRO. If the Plan Administrator does not make its determination of the qualified status of the order within the 18-month determination period, the Plan Administrator will distribute or will direct the Trustee to distribute the payable amounts in the manner the Plan would distribute if the order did not exist and will apply the order prospectively if the Plan Administrator later determines the order is a QDRO.

To the extent it is not inconsistent with the provisions of the QDRO, the Plan Administrator may segregate or may direct the Trustee to segregate the QDRO amount in a segregated investment account. The Plan Administrator or Trustee will make any payments or distributions required under this Section 4.06 by separate benefit checks or other separate distribution to the alternate payee(s).

**(D) Permissible QDROs.** A domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order ("QDRO") will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.

#### 4.07 DIRECT ROLLOVER OF ELIGIBLE ROLLOVER DISTRIBUTIONS – GOVERNMENTAL PLAN.

**(A) Participant Election.** A Participant (including for this purpose, a former Employee) in a Governmental Eligible 457

Plan may elect, at the time and in the manner the Plan Administrator prescribes, to have any portion of his or her eligible rollover distribution from the Plan paid directly to an eligible retirement plan specified by the Participant in a direct rollover election. For purposes of this election, a "Participant" includes as to their respective interests, a Participant's surviving spouse and the Participant's spouse or former spouse who is an alternate payee under a QDRO.

**(B) Rollover and Withholding Notice.** At least 30 days and not more than 180 days prior to the Trustee's distribution of an eligible rollover distribution, the Plan Administrator must provide a written notice (including a summary notice as permitted under applicable Treasury regulations) explaining to the distributee the rollover option, the applicability of mandatory 20% federal withholding to any amount not directly rolled over, and the recipient's right to roll over within 60 days after the date of receipt of the distribution ("rollover notice").

**(C) Default distribution or rollover.** Except as provided in Paragraph (D), in the case of a Participant who does not elect timely to roll over or to receive distribution of his or her Account, the Plan Administrator or the Trustee, at the Plan Administrator's direction, may distribute to the Participant or may directly roll over the Participant's Account in accordance with the Plan's rollover notice.

**(D) Mandatory default rollover.** If (1) the Plan is a Governmental Eligible 457 Plan, (2) the Plan makes a mandatory distribution after the Code §401(a)(31)(B) Effective Date, greater than \$1,000, and (3) the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly, then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator.

**(E) Non-spouse beneficiary rollover right.** A non-spouse beneficiary who is a "designated beneficiary" under Section 4.03(E)(1), by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his or her distribution to an individual retirement account the beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution.

**(1) Certain requirements not applicable.** Although a non-spouse beneficiary may roll over directly a distribution as provided in Section 4.07(E), the distribution is not subject to the direct rollover requirements of Code §401(a)(31) (including the automatic rollover provisions of Code §401(a)(31)(B)), the notice requirements of Code §402(f) or the mandatory withholding requirements of Code §3405(c). If a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover.

**(2) Trust beneficiary.** If the Participant's named beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code §401(a)(9)(E).

**(3) Required minimum distributions not eligible for rollover.** A non-spouse beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Revenue Service guidance. If the Participant dies before his or her required beginning date and the non-spouse beneficiary rolls over to an IRA the maximum amount eligible for rollover, the beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. §1.401(a)(9)-3, A-4(c), in

determining the required minimum distributions from the IRA that receives the non-spouse beneficiary's distribution.

**(F) Definitions.** The following definitions apply to this Section:

**(1) Eligible rollover distribution.** An eligible rollover distribution is any distribution of all or any portion of a Participant's Account, except an eligible rollover distribution does not include: (a) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary, or for a specified period of ten years or more; (b) any Code §401(a)(9) required minimum distribution; (c) any unforeseeable emergency distribution; and (d) any distribution which otherwise would be an eligible rollover distribution, but where the total distributions to the Participant during that calendar year are reasonably expected to be less than \$200.

**(2) Eligible retirement plan.** An eligible retirement plan is an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b), an annuity plan described in Code §403(a), a qualified plan described in Code §401(a), an annuity contract (or custodial agreement) described in Code §403(b), or an eligible deferred compensation plan described in Code §457(b) and maintained by an Employer described in Code §457(e)(1)(A), which accepts the Participant's, the Participant's spouse or alternate payee's eligible rollover distribution.

A Participant or beneficiary may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code §408A(b). For this purpose, the term "eligible rollover distribution" includes a rollover distribution described in this Section.

**(3) Direct rollover.** A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

**(4) Mandatory distribution.** A mandatory distribution is an eligible rollover distribution without the Participant's consent before the Participant attains the later of age 62 or Normal

Retirement Age (see paragraph 3.05 (B)). A distribution to a beneficiary is not a mandatory distribution.

**(5) 401(a)(31)(B) Effective Date.** The 401(a)(31)(B) Effective Date is the date of the close of the first regular legislative session of the legislative body with the authority to amend the Plan that begins on or after January 1, 2006.

**4.08 ELECTION TO DEDUCT FROM DISTRIBUTION.**  
An Eligible Retired Public Safety Officer may elect annually for that taxable year to have the Plan deduct an amount from a distribution which the Eligible Retired Public Safety Officer otherwise would receive and include in income. The Plan will pay such deducted amounts directly to pay qualified health insurance premiums.

**(A) Direct payment.** The Plan will pay directly to the provider of the accident or health insurance plan or qualified long-term care insurance contract the amounts the Eligible Retired Public Safety Officer has elected to have deducted from the distribution. Such amounts may not exceed the lesser of \$3,000 or the amount the Participant paid for such taxable year for qualified health insurance premiums, and which otherwise complies with Code §402(l).

**(B) Definitions.**

**(1) Eligible retired public safety officer.** An "Eligible Retired Public Safety Officer" is an individual who, by reason of disability or attainment of Normal Retirement Age, is separated from service as a Public Safety Officer with the Employer.

**(2) Public safety officer.** A "Public Safety Officer" has the same meaning as in Section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3796b(9)(A)).

**(3) Qualified health insurance premiums.** The term "qualified health insurance premiums" means premiums for coverage for the Eligible Retired Public Safety Officer, his or her spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract (as defined in Code §7702B(b)).



**ARTICLE V  
PLAN ADMINISTRATOR - DUTIES WITH RESPECT TO PARTICIPANTS' ACCOUNTS**

5.01 TERM/VACANCY. The Plan Administrator will serve until his or her successor is appointed. In case of a vacancy in the position of the Plan Administrator, the Employer will exercise any and all of the powers, authority, duties and discretion conferred upon the Plan Administrator pending the filling of the vacancy.

5.02 POWERS AND DUTIES. The Plan Administrator will have the following powers and duties:

- (a) To select a committee to assist the Plan Administrator;
- (b) To select a secretary for the committee, who need not be a member of the committee;
- (c) To determine the rights of eligibility of an Employee to participate in the Plan and the value of a Participant's Account;
- (d) To adopt rules and procedures and to create administrative forms necessary for the proper and efficient administration of the Plan provided the rules, procedures and forms are not inconsistent with the terms of the Plan;
- (e) To construe and enforce the terms of the Plan and the rules and regulations the Plan Administrator adopts, including interpretation of the Plan documents and documents related to the Plan's operation;
- (f) To direct the distribution of a Participant's Account;
- (g) To review and render decisions respecting a claim for (or denial of a claim for) a benefit under the Plan;
- (h) To furnish the Employer with information which the Employer may require for tax or other purposes;
- (i) To establish a policy in making distributions for unforeseeable emergencies;
- (j) To establish under a Governmental Eligible 457 Plan, policies regarding the receipt of Rollover Contributions and default rollover distributions;
- (k) To establish a policy regarding the making and the receipt of Transfers;
- (l) To establish a policy regarding Participant or Beneficiary direction of investment;
- (m) To engage the services of any person to invest any Account under this Plan and to direct such person to make payment to a Participant of his or her Vested Account;
- (n) To establish under a Governmental Eligible 457 Plan, a policy (see Section 5.02(A)) which the Trustee must observe in making loans, if any, to Participants and Beneficiaries;
- (o) To undertake correction of any Plan failures as necessary to preserve eligible Plan status; and
- (p) To undertake any other action the Plan Administrator deems reasonable or necessary to administer the Plan.

The Plan Administrator shall have total and complete discretion to interpret and construe the Plan and to determine all questions arising in the administration, interpretation and application of the Plan. Any determination the Plan

Administrator makes under the Plan is final and binding upon any affected person.

**(A) Loan Policy.** In a Governmental Eligible 457 Plan, the Plan Administrator, in its sole discretion, may establish, amend or terminate from time to time, a nondiscriminatory policy which the Trustee must observe in making Plan loans, if any, to Participants and to Beneficiaries. If the Plan Administrator adopts a loan policy, the loan policy must be a written document and must include: (1) the identity of the person or positions authorized to administer the participant loan program; (2) the procedure for applying for a loan; (3) the criteria for approving or denying a loan; (4) the limitations, if any, on the types and amounts of loans available; (5) the procedure for determining a reasonable rate of interest; (6) the types of collateral which may secure the loan; and (7) the events constituting default and the steps the Plan will take to preserve Plan assets in the event of default. A loan policy the Plan Administrator adopts under this Section 5.02(A) is part of the Plan, except that the Plan Administrator may amend or terminate the policy without regard to Section 9.01.

**(B) QDRO Policy.** If the QDRO provisions of Section 4.06 apply, the Plan Administrator will establish QDRO procedures.

5.03 COMPENSATION. The Plan Administrator and the members of the Committee will serve without compensation for services, but the Employer will pay all expenses of the Plan Administrator and Committee.

5.04 AUTHORIZED REPRESENTATIVE. The Plan Administrator may authorize any one of the members of the Committee, if any, or the Committee's Secretary, to sign on the Plan Administrator's behalf any Plan notices, directions, applications, certificates, consents, approvals, waivers, letters or other documents.

5.05 INDIVIDUAL ACCOUNTS/RECORDS. The Plan Administrator will maintain a separate Account in the name of each Participant to reflect the value of the Participant's Deferred Compensation under the Plan. The Plan Administrator will maintain records of its activities.

5.06 VALUE OF PARTICIPANT'S ACCOUNT. The value of each Participant's Account consists of his or her accumulated Deferred Compensation, as of the most recent Accounting Date or any later date as the Plan Administrator may determine.

5.07 ACCOUNT ADMINISTRATION, VALUATION AND EXPENSES.

**(A) Individual Accounts.** The Plan Administrator, as necessary for the proper administration of the Plan, will maintain, or direct the Trustee to maintain, a separate Account, or multiple Accounts, in the name of each Participant to reflect the Participant's Account Balance under the Plan. The Plan Administrator will make its allocations of Employer Contributions and of Earnings, or will request the Trustee to make such allocations, to the Accounts of the Participants as necessary to maintain proper Plan records and in accordance with the applicable: (i) Contribution Types; (ii) allocation conditions; (iii) investment account types; and (iv) Earnings allocation methods. The Plan Administrator may also maintain, or direct the Trustee to maintain, a separate temporary Account for Participant forfeitures which occur during a Plan Year, pending their accrual and allocation in accordance with the Plan

terms, or for other special items as the Plan Administrator determines is necessary and appropriate for proper plan administration.

**(1) By Contribution Type.** The Plan Administrator, will establish Plan Accounts for each Participant as necessary to reflect his or her Accounts attributable to the following Contribution Types and the Earnings attributable thereto: Pre-Tax Deferrals, Roth Deferrals, Matching Contributions, Nonelective Contributions, Rollover Contributions (including Roth versus pre-tax amounts), and Transfers.

**(2) By investment account type.** The Plan Administrator will establish separate Accounts for each Participant as necessary to reflect his or her investment account types as described below:

**(a) Pooled Accounts.** A Pooled Account is an Account which for investment purposes is not a Segregated Account or a Participant-Directed Account. If any or all Plan investment Accounts are Pooled Accounts, each Participant's Account has an undivided interest in the assets comprising the Pooled Account. In a Pooled Account, the value of each Participant's Account Balance consists of that proportion of the net worth (at fair market value) of the Trust Fund which the net credit balance in his or her Account (exclusive of the cash value of incidental benefit insurance contracts) bears to the total net credit balance in the Accounts of all Participants plus the cash surrender value of any insurance contracts held by the Trustee on the Participant's life. As of each Valuation Date, the Plan Administrator must reduce a Participant-Directed Account for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the valuation period.

**(b) Participant-Directed Accounts.** A Participant-Directed Account is an Account that the Plan Administrator establishes and maintains or directs the Trustee to establish and maintain for a Participant to invest in one or more assets that are not pooled assets held by the Trust, such as assets in a brokerage account or other property in which other Participants do not have any interest. As the Plan Administrator determines, a Participant-Directed Account may provide for a limited number and type of investment options or funds, or may be open-ended and subject only to any limitations imposed by applicable law. A Participant may have one or more Participant-Directed Accounts in addition to Pooled or Segregated Accounts. A Participant-Directed Account is credited and charged with the Earnings. As of each Valuation Date, the Plan Administrator must reduce a Participant-Directed Account for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the valuation period.

**(c) Segregated Accounts.** A Segregated Account is an Account the Plan Administrator establishes and maintains or directs the Trustee to establish and maintain for a Participant: (i) to facilitate installment payments; (ii) to hold a QDRO amount; (iii) to prevent a distortion of Plan Earnings allocations; or (iv) for such other purposes as the Plan Administrator may direct. A Segregated Account receives all income it earns and bears all expense or loss it incurs. The Trustee will invest the assets of a Segregated Account consistent with the purpose for which the Plan Administrator or Trustee established the Account. As of each Valuation Date, the Plan Administrator must reduce a

Segregated Account for any forfeiture arising after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the Valuation Period.

**(3) Amount of Account/distributions.** The amount of a Participant's Account, as determined by the Plan Administrator, is equal to the sum of all contributions, Earnings and other additions credited to the Account, less all distributions (including distributions to Beneficiaries and to alternate payees and also including disbursement of Plan loan proceeds), expenses and other charges against the Account as of a Valuation Date or other relevant date. For purposes of a distribution under the Plan, the amount of a Participant's Account Balance is determined based upon its value on the Valuation Date immediately preceding or coinciding with the date of the distribution. If any or all Plan investment Accounts are Participant-Directed Accounts, the directing Participant's Account Balance consists of the assets held within the Participant-Directed Account and the value of the Account is determined based upon the fair market value of such assets.

**(4) Account statements.** As soon as practicable after the Accounting Date of each Plan Year, the Plan Administrator will deliver to each Participant (and to each Beneficiary) a statement reflecting the amount of his or her Account Balance in the Trust as of the statement date or most recent Valuation Date. No Participant, except the Plan Administrator/Participant or Trustee/Participant, has the right to inspect the records reflecting the Account of any other Participant.

**(B) Allocation of Earnings.** This Section 5.07(B) applies solely to the allocation of Earnings of the Trust Fund. The Plan Administrator will allocate Employer Contributions and Participant forfeitures, if any, in accordance with Article III. Earnings means the net income, gain or loss earned by a particular Account, by the Trust, or with respect to a contribution or to a distribution, as the context requires.

**(1) Allocate as of Valuation Date.** As of each Valuation Date, the Plan Administrator must adjust Accounts to reflect Earnings for the Valuation Period since the last Valuation Date.

**(2) Definition of Valuation Date.** A Valuation Date under this Plan is each: (a) Accounting Date; (b) Valuation Date the Employer elects in the Adoption Agreement; or (c) Valuation Date the Plan Administrator establishes. The Employer in the Adoption Agreement or the Plan Administrator may elect alternative Valuation Dates for the different Contribution Types which the Plan Administrator maintains under the Plan.

**(3) Definition of Valuation Period.** The Valuation Period is the period beginning on the day after the last Valuation Date and ending on the current Valuation Date.

**(4) Allocation methods.** The Plan Administrator will allocate Earnings to the Participant Accounts in accordance with the daily valuation method, balance forward method, balance forward with adjustment method, weighted average method, Participant-Directed Account method, or other method the Employer elects under the Adoption Agreement. The Employer in the Adoption Agreement may elect alternative methods under which the Plan Administrator will allocate the Earnings to the Accounts reflecting different Contribution Types or investment Account types which the Plan Administrator maintains under the

Plan. The Plan Administrator first will adjust the Participant Accounts, as those Accounts stood at the beginning of the current Valuation Period, by reducing the Accounts for any forfeitures, distributions, and loan disbursement payments arising under the Plan, for expenses charged during the Valuation Period to the Accounts (expenses directly related to a Participant's Account). The Plan Administrator then, subject to the restoration allocation requirements of the Plan, will allocate Earnings under the applicable valuation method.

**(a) Daily valuation method.** If the Employer in the Adoption Agreement elects to apply the daily valuation method, the Plan Administrator will allocate Earnings on each day of the Plan Year for which Plan assets are valued on an established market and the Trustee is conducting business. Under the daily valuation method, all assets subject to such method are subject to daily valuation. The assets may be held in Participant-Directed Accounts or in Accounts which are subject to Trustee or other fiduciary investment direction.

**(b) Balance forward method.** If the Employer in the Adoption Agreement elects to apply the balance forward method, the Plan Administrator will allocate Earnings pro rata to the adjusted Participant Accounts, since the last Valuation Date.

**(c) Balance forward with adjustment method.** If the Employer in the Adoption Agreement elects to apply the balance forward with adjustment method, the Plan Administrator will allocate pursuant to the balance forward method, except it will treat as part of the relevant Account at the beginning of the Valuation Period the percentage of the contributions made as the Employer elects in the Adoption Agreement, during the Valuation Period the Employer elects in the Adoption Agreement.

**(d) Weighted average method.** If the Employer in the Adoption Agreement elects to apply a weighted average allocation method, the Plan Administrator will allocate pursuant to the balance forward method, except it will treat a weighted portion of the applicable contributions as if includible in the Participant's Account as of the beginning of the Valuation Period. The weighted portion is a fraction, the numerator of which is the number of months in the Valuation Period, excluding each month in the Valuation Period which begins prior to the contribution date of the applicable contributions, and the denominator of which is the number of months in the Valuation Period. The Employer in the Adoption Agreement may elect to substitute a weighting period other than months for purposes of this weighted average allocation.

**(e) Participant-Directed Account method.** The Employer in the Adoption Agreement must elect to apply the Participant-Directed Account method to any Participant-Directed Account under the Plan. Under the Participant-Directed Account method: (i) each Participant-Directed Account is credited and charged with the Earnings such Account generates; (ii) the Employer's election, if any, in the Adoption Agreement of another method for the allocation of Earnings will not apply to any Participant-Directed Account; and (iii) the Participant-Directed Account may be valued as often as daily, but will be valued at least annually, and all assets in the Account are not necessarily valued on the same frequency. An Account which is subject to the Participant-Directed Account method includes an individual brokerage account or similar account in title to the Trustee for the benefit of the Participant.

**(C) Allocation of Net Income, Gain or Loss (No Trust).** In a Tax-Exempt Eligible 457 Plan that does not maintain a trust the Plan Administrator will allocate net income, gain or loss in accordance with this provision. As of each Accounting Date (and each other valuation date determined under the Adoption Agreement), the Plan Administrator will adjust Accounts to reflect net income, gain or loss, if any, since the last Accounting Date or Account valuation. The Employer in the Adoption Agreement will elect the method for allocating net income gain or loss. The Plan Administrator will continue to allocate net income, gain and loss to a Participant's Account subject to an installment distribution, until the Account is fully distributed.

**5.08 ACCOUNT CHARGED.** The Plan Administrator will charge all distributions made to a Participant or to his or her Beneficiary, or transferred under Section 9.03 from his or her Account, against the Account of the Participant when made.

**5.09 OWNERSHIP OF FUND/TAX-EXEMPT ORGANIZATION.** If the Employer is a Tax-Exempt Organization, the Plan is an unfunded plan and all Deferred Compensation, property and rights to property purchased by Deferred Compensation and all income attributable thereto remain, until paid or made available under the Plan, the sole property and rights of the Employer, subject only to the claims of the Employer's general creditors. No Participant or Beneficiary will have any vested interest or secured or preferred position with respect to an Account or have any claim against the Employer except as a general creditor. No Participant or Beneficiary shall have any right to sell, assign, transfer or otherwise convey his or her Account or any interest in his or her Deferred Compensation. The Employer or the Plan Administrator, acting as the Employer's agent, may enter into a trust agreement solely for the purpose of investing all or part of the Accounts, which will be subject to the claims of the Employer's general creditors, and in which the Participants or Beneficiaries will not have a vested interest nor a secured or preferred position or have any claim except as the Employer's general creditor. The Employer may not purchase life insurance contracts under this Plan unless the Employer retains all incidents of ownership in such contracts, the Employer is the sole beneficiary of such contracts and the Employer is not under any obligation to transfer the contracts or pass through the proceeds to any Participant or to his or her Beneficiary. The Employer may adopt and attach to the Plan as "Appendix A," the Internal Revenue Service Model Rabbi Trust under Rev. Proc. 92-64 (as amended) to hold the assets of a Tax-Exempt Organization Eligible 457 Plan. If the Employer adopts the Model Rabbi Trust, the Plan incorporates by reference the provisions of the Model Rabbi Trust as if fully set forth herein.

**5.10 PARTICIPANT DIRECTION OF INVESTMENT.** Subject to the terms of the Plan Administrator's adopted policy, if any, and also to written consent of the Trustee, if the Plan has a Trust, a Participant will have the right to direct the investment or re-investment of the assets comprising the Participant's Account. The Plan Administrator will account separately for the Participant-Directed Accounts. The Participant's right to direct investment does not give the Participant any vested interest or secured or preferred position with respect to assets over which he/she has investment responsibility.

**5.11 VESTING/SUBSTANTIAL RISK OF FORFEITURE.** The Employer in the Adoption Agreement may elect to apply a vesting schedule or to specify any other Substantial Risk of Forfeiture applicable to any or all Deferral Contributions.

**(A) Forfeiture Allocation.** The Employer in the Adoption Agreement must elect the method the Plan Administrator will use to allocate any Participant forfeitures, including those

related to lost Participants under Section 5.14. The Plan Administrator will allocate a forfeiture in the Plan Year in which the forfeiture occurs or in the next following Plan Year.

#### 5.12 PRESERVATION OF ELIGIBLE PLAN STATUS.

The Plan Administrator may elect to sever from this Plan and to treat as a separate 457 plan, the Accounts of any Participants who have Excess Deferrals that the Plan Administrator has not corrected in accordance with Section 3.10 or in the case of any other Code §457(b) failure that the Employer may not otherwise correct, and which failure would result in the Plan ceasing to be an Eligible 457 Plan. In such event, the Plan Administrator will take any necessary or appropriate action consistent with the Employer's maintenance of separate 457 plans and with preservation of Eligible 457 Plan status of this Plan.

5.13 LIMITED LIABILITY. The Employer will not be liable to pay plan benefits to a Participant in excess of the value of the Participant's Account as the Plan Administrator determines in accordance with the Plan terms. Neither the Employer nor the Plan Administrator will be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

5.14 LOST PARTICIPANTS. If the Plan Administrator is unable to locate any Participant or Beneficiary whose Account becomes distributable (a "lost Participant"), the Plan Administrator will apply the provisions of this Section 5.14.

(A) **Attempt to Locate.** The Plan Administrator will attempt to locate a lost Participant and may use one or more of the following methods: (1) provide a distribution notice to the lost Participant at his or her last known address by certified or registered mail; (2) use a commercial locator service, the internet or other general search method; (3) use the Social Security Administration or PBGC search program; or (4) use such other methods as the Plan Administrator believes prudent.

(B) **Failure to Locate.** If a lost Participant remains unlocated for 6 months following the date the Plan Administrator first attempts to locate the lost Participant using one or more of the methods described in Section 5.14(A), the Plan Administrator may forfeit the lost Participant's Account. If the Plan Administrator forfeits the lost Participant's Account, the forfeiture occurs at the end of the above-described 6-month period and the Plan Administrator will allocate the forfeiture in accordance with Section 5.11. The Plan Administrator under this

Section 5.14(B) will forfeit the entire Account of the lost Participant, including Salary Reduction Contributions.

If a lost Participant whose Account was forfeited thereafter at any time but before the Plan has been terminated makes a claim for his or her forfeited Account, the Plan Administrator will restore the forfeited Account to the same dollar amount as the amount forfeited, unadjusted for net income, gains or losses occurring subsequent to the forfeiture. The Plan Administrator will make the restoration in the Plan Year in which the lost Participant makes the claim, first from the amount, if any, of Participant forfeitures the Plan Administrator otherwise would allocate for the Plan Year, then from the amount, if any, of Trust net income or gain for the Plan Year and last from the amount or additional amount the Employer contributes to the Plan for the Plan Year. The Plan Administrator will distribute the restored Account to the lost Participant not later than 60 days after the close of the Plan Year in which the Plan Administrator restores the forfeited Account.

(C) **Nonexclusivity and Uniformity.** The provisions of this Section 5.14 are intended to provide permissible but not exclusive means for the Plan Administrator to administer the Accounts of lost Participants. The Plan Administrator may utilize any other reasonable method to locate lost Participants and to administer the Accounts of lost Participants, including the default rollover under Section 4.07(C) and such other methods as the Revenue Service or the U.S. Department of Labor ("DOL") may in the future specify. The Plan Administrator will apply Section 5.14 in a reasonable manner, but may in determining a specific course of action as to a particular Account, reasonably take into account differing circumstances such as the amount of a lost Participant's Account, the expense in attempting to locate a lost Participant, the Plan Administrator's ability to establish and the expense of establishing a rollover IRA, and other factors. The Plan Administrator may charge to the Account of a lost Participant the reasonable expenses incurred under this Section 5.14 and which are associated with the lost Participant's Account.

5.15 PLAN CORRECTION. The Plan Administrator, in conjunction with the Employer and Trustee as appropriate, may undertake such correction of Plan errors as the Plan Administrator deems necessary, including but not limited to correction to maintain the Plan's status as an Eligible 457 Plan. The Plan Administrator under this Section 5.15 also may undertake Plan correction in accordance with any correction program that the Internal Revenue Service makes applicable to 457 plans.

**ARTICLE VI  
PARTICIPANT ADMINISTRATIVE PROVISIONS**

**6.01 BENEFICIARY DESIGNATION.** A Participant from time to time may designate, in writing, any person(s) (including a trust or other entity), contingently or successively, to whom the Plan Administrator or Trustee will pay the Participant's Account (including any life insurance proceeds payable to the Participant's Account) in the event of death. A Participant also may designate the method of payment of his or her Account. The Plan Administrator will prescribe the form for the Participant's written designation of Beneficiary and, upon the Participant's filing the form with the Plan Administrator, the form revokes all designations filed prior to that date by the same Participant. A divorce decree, or a decree of legal separation, revokes the Participant's designation, if any, of his or her spouse as his or her Beneficiary under the Plan unless the decree or a QDRO provides otherwise. The foregoing revocation provision (if applicable) applies only with respect to a Participant whose divorce or legal separation becomes effective on or following the date the Employer executes the Adoption Agreement, unless the Employer in the Adoption Agreement specifies a different effective date.

**6.02 NO BENEFICIARY DESIGNATION.** If a Participant fails to name a Beneficiary in accordance with Section 6.01, or if the Beneficiary named by a Participant predeceases the Participant, then the Plan Administrator will pay the Participant's remaining Account in accordance with Article IV in the following order of priority, to:

- (a) The Participant's surviving spouse; or
- (b) The Participant's children (including adopted children), in equal shares by right of representation (one share for each surviving child and one share for each child who predeceases the Participant with living descendants); and if none to
- (c) The Participant's estate.

If the Beneficiary survives the Participant, but dies prior to distribution of the Participant's entire Account, the Trustee will pay the remaining Account to the Beneficiary's estate unless: (1) the Participant's Beneficiary designation provides otherwise; or (2) the Beneficiary has properly designated a beneficiary. A Beneficiary only may designate a beneficiary for the Participant's Account Balance remaining at the Beneficiary's death, if the Participant has not previously designated a successive contingent beneficiary and the Beneficiary's designation otherwise complies with the Plan terms. The Plan Administrator will direct a Trustee if applicable as to the method and to whom the Trustee will make payment under this Section 6.02.

**6.03 SALARY REDUCTION AGREEMENT.**

**(A) General.** A Participant must elect to make Salary Reduction Contributions on a Salary Reduction Agreement form the Plan Administrator provides for this purpose. The Salary Reduction Agreement must be consistent with the Employer's Adoption Agreement elections and the Plan Administrator in a Salary Reduction Agreement may impose such other terms and limitations as the Plan Administrator may determine.

**(B) Election Timing.** A Participant's Salary Reduction Agreement may not take effect earlier than the first day of the calendar month following the date the Participant executes the Salary Reduction Agreement and as to Compensation paid or made available in such calendar month. However, if an

Employee is eligible to become a Participant during the Employee's calendar month of hire, the Employee may execute a Salary Reduction Agreement on or before the date he/she becomes an Employee, effective for the month in which he/she becomes an Employee.

**(C) Sick, Vacation and Back Pay.** If the Employer in the Adoption Agreement permits Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay, a Participant who will incur a Severance from Employment may execute a Salary Reduction Agreement before such amounts are paid or made available provided: (i) such amounts are paid or made available before the Participant incurs the Severance; and (ii) the Participant is an Employee in that month.

**(D) Modification of Salary Reduction Agreement.** A Participant's Salary Reduction Agreement remains in effect until a Participant modifies it or ceases to be eligible to participate in the Plan. A Participant may modify his or her Salary Reduction Agreement by executing a new Salary Reduction Agreement. Any modification will become effective no earlier than the beginning of the calendar month commencing after the date the Participant executes the new Salary Reduction Agreement. Filing a new Salary Reduction Agreement will revoke all Salary Reduction Agreements filed prior to that date. The Employer or Plan Administrator may restrict the Participant's right to modify his or her Salary Reduction Agreement in any Taxable Year.

**6.04 PERSONAL DATA TO PLAN ADMINISTRATOR.** Each Participant and each Beneficiary of a deceased Participant must furnish to the Plan Administrator such evidence, data or information as the Plan Administrator considers necessary or desirable for the purpose of administering the Plan. The provisions of this Plan are effective for the benefit of each Participant upon the condition precedent that each Participant will furnish promptly full, true and complete evidence, data and information when requested by the Plan Administrator, provided the Plan Administrator advises each Participant of the effect of his or her failure to comply with its request.

**6.05 ADDRESS FOR NOTIFICATION.** Each Participant and each Beneficiary of a deceased Participant must file with the Plan Administrator from time to time, in writing, his or her address and any change of address. Any communication, statement or notice addressed to a Participant, or Beneficiary, at his or her last address filed with the Plan Administrator, or as shown on the records of the Employer, binds the Participant, or Beneficiary, for all purposes of this Plan.

**6.06 PARTICIPANT OR BENEFICIARY INCAPACITATED.** If, in the opinion of the Plan Administrator or of the Trustee, a Participant or Beneficiary entitled to a Plan distribution is not able to care for his or her affairs because of a mental condition, a physical condition, or by reason of age, the Plan Administrator or at the direction of the Plan Administrator, the Trustee, may make the distribution to the Participant's or Beneficiary's guardian, conservator, trustee, custodian (including under a Uniform Transfers or Gifts to Minors Act) or to his or her attorney-in-fact or to other legal representative upon furnishing evidence of such status satisfactory to the Plan Administrator and to the Trustee. The Plan Administrator and the Trustee do not have any liability with respect to payments so made and neither the Plan Administrator nor the Trustee has any duty to make inquiry as to the competence of any person entitled to receive payments under the Plan.

**ARTICLE VII  
MISCELLANEOUS**

7.01 NO ASSIGNMENT OR ALIENATION. A Participant or Beneficiary does not have the right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments under the Plan or Trust and the Plan Administrator and the Trustee will not recognize any such anticipation, assignment, or alienation. The payments and the rights under this Plan are nonassignable and nontransferable. Furthermore, a Participant's or Beneficiary's interest in the Trust is not subject to attachment, garnishment, levy, execution or other legal or equitable process.

7.02 EFFECT ON OTHER PLANS. This Plan does not affect benefits under any other retirement, pension, or benefit plan or system established for the benefit of the Employer's Employees, and participation under this Plan does not affect benefits receivable under any such plan or system, except to the extent provided in such plan or system.

7.03 WORD USAGE. Words used in the masculine will apply to the feminine where applicable, and wherever the context of the Plan dictates, the plural will be read as the singular and the singular as the plural.

7.04 STATE LAW. The laws of the state of the Employer's principal place of business will determine all questions arising with respect to the provisions of this Plan, except to the extent Federal law supersedes State law.

7.05 EMPLOYMENT NOT GUARANTEED. Nothing contained in this Plan, or any modification or amendment to the Plan, or in the creation of any Account, or the payment of any benefit, gives any Employee, Participant or Beneficiary any right to continue employment, any legal or equitable right against the Employer, the Plan Administrator, the Trustee, any other Employee of the Employer, or any agents thereof except as expressly provided by the Plan.

7.06 NOTICE, DESIGNATION, ELECTION, CONSENT AND WAIVER. All notices under the Plan and all Participant or Beneficiary designations, elections, consents or waivers must be in writing and made in a form the Plan Administrator specifies or otherwise approves. To the extent permitted by Treasury regulations or other applicable guidance, any Plan notice, election, consent or waiver may be transmitted electronically. Any person entitled to notice under the Plan may waive the notice or shorten the notice period except as otherwise required by the Code.

**ARTICLE VIII  
TRUST PROVISIONS—GOVERNMENTAL ELIGIBLE 457 PLAN**

**8.01 GOVERNMENTAL ELIGIBLE 457 PLAN.** The provisions of this Article VIII apply to a Governmental Eligible 457 Plan and do not apply to a Tax-Exempt Organization Eligible 457 Plan. The Employer in the Adoption Agreement may elect to substitute another trust (attached to this Plan as "Appendix A") or to modify any provision of Article VIII, consistent with Code §457(g) and applicable Treasury regulations.

**8.02 ACCEPTANCE/HOLDING.** The Trustee accepts the Trust created under the Plan and agrees to perform the duties and obligations imposed. The Trustee must hold in trust under this Article VIII, all Deferred Compensation until paid in accordance with the Plan terms.

**8.03 RECEIPT OF CONTRIBUTIONS.** The Trustee is accountable to the Employer for the funds contributed to it by the Employer or the Plan Administrator, but the Trustee does not have any duty to see that the contributions received comply with the provisions of the Plan.

**8.04 FULL INVESTMENT POWERS.** The Trustee has full discretion and authority with regard to the investment of the Trust, except with respect to a Trust asset under Participant direction of investment, in accordance with Section 8.12. The Trustee is authorized and empowered, but not by way of limitation, to exercise and perform the following powers, rights and duties:

(a) To invest any part or all of the Trust in any common or preferred stocks, open-end or closed-end mutual funds, put and call options traded on a national exchange, United States retirement plan bonds, corporate bonds, debentures, convertible debentures, commercial paper, U. S. Treasury bills, U. S. Treasury notes and other direct or indirect obligations of the United States Government or its agencies, improved or unimproved real estate situated in the United States, limited partnerships, insurance contracts of any type, mortgages, notes or other property of any kind, real or personal, and to buy or sell options on common stock on a nationally recognized options exchange with or without holding the underlying common stock, as a prudent person would do under like circumstances. Any investment made or retained by the Trustee in good faith will be proper but must be of a kind constituting a diversification considered by law suitable for trust investments;

(b) To retain in cash so much of the Trust as it may deem advisable to satisfy liquidity needs of the Plan and to deposit any cash held in the Trust in a bank account at reasonable interest;

(c) To invest, if the Trustee is a bank or similar financial institution supervised by the United States or by a State, in any type of deposit of the Trustee (or a bank related to the Trustee within the meaning of Code §414(b)) at a reasonable rate of interest or in a common trust fund as described in Code §584, or in a collective investment fund, the provisions of which the Trust incorporates by this reference, which the Trustee (or its affiliate, as defined in Code §1504) maintains exclusively for the collective investment of money contributed by the bank (or its affiliate) in its capacity as Trustee and which conforms to the rules of the Comptroller of the Currency;

(d) To manage, sell, contract to sell, grant options to purchase, convey, exchange, transfer, abandon, improve, repair, insure, lease for any term even though commencing in the future or extending beyond the term of the Trust, and otherwise deal with all property, real or personal, in such manner, for such

considerations and on such terms and conditions as the Trustee decides;

(e) To credit and distribute the Trust as directed by the Plan Administrator of the Plan. The Trustee will not be obliged to inquire as to whether any payee or distributee is entitled to any payment or whether the distribution is proper or within the terms of the Plan, or as to the manner of making any payment or distribution. The Trustee will be accountable only to the Plan Administrator for any payment or distribution made by it in good faith on the order or direction of the Plan Administrator;

(f) To borrow money, to assume indebtedness, extend mortgages and encumber by mortgage or pledge;

(g) To compromise, contest, arbitrate or abandon claims and demands, in the Trustee's discretion;

(h) To have with respect to the Trust all of the rights of an individual owner, including the power to exercise any and all voting rights associated with Trust assets, to give proxies, to participate in any voting trusts, mergers, consolidations or liquidations, to tender shares and to exercise or sell stock subscriptions or conversion rights;

(i) To lease for oil, gas and other mineral purposes and to create mineral severances by grant or reservation; to pool or unitize interest in oil, gas and other minerals; and to enter into operating agreements and to execute division and transfer orders;

(j) To hold any securities or other property in the name of the Trustee or its nominee, with depositories or agent depositories or in another form as it may deem best, with or without disclosing the trust relationship;

(k) To perform any and all other acts in its judgment necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust;

(l) To retain any funds or property subject to any dispute without liability for the payment of interest, and to decline to make payment or delivery of the funds or property until a court of competent jurisdiction makes a final adjudication;

(m) To file all tax returns required of the Trustee;

(n) To furnish to the Employer and the Plan Administrator an annual statement of account showing the condition of the Trust and all investments, receipts, disbursements and other transactions effected by the Trustee during the Plan Year covered by the statement and also stating the assets of the Trust held at the end of the Plan Year, which accounts will be conclusive on all persons, including the Employer and the Plan Administrator, except as to any act or transaction concerning which the Employer or the Plan Administrator files with the Trustee written exceptions or objections within 90 days after the receipt of the accounts; and

(o) To begin, maintain or defend any litigation necessary in connection with the administration of the Trust, except that the Trustee will not be obliged or required to do so unless indemnified to its satisfaction.

**(A) Nondiscretionary Trustee.** The Employer in the Adoption Agreement may elect to appoint a Nondiscretionary Trustee, subject to this Section 8.04(A). The Nondiscretionary Trustee does not have any discretion or authority with regard to the



investment of the Trust, but must act solely as a directed Trustee hereunder. The Nondiscretionary Trustee is authorized and empowered to exercise and perform the above Section 8.04 powers, rights and duties provided that the Trustee shall act solely as a directed Trustee and only in accordance with the written direction of the Employer, the Plan Administrator or of a Participant as applicable. The Nondiscretionary Trustee is not liable for making, retaining or disposing of any investment or for taking or failing to take any other action, in accordance with proper Employer, Plan Administrator or Participant direction.

**8.05 RECORDS AND STATEMENTS.** The records of the Trustee pertaining to the Trust will be open to the inspection of the Plan Administrator and the Employer at all reasonable times and may be audited from time to time by any person or persons as the Employer or Plan Administrator may specify in writing. The Trustee will furnish the Plan Administrator whatever information relating to the Trust the Plan Administrator considers necessary.

**8.06 FEES AND EXPENSES FROM FUND.** The Trustee will receive reasonable annual compensation in accordance with its fee schedule as published from time to time. The Trustee will pay from the Trust all fees and expenses the Trustee reasonably incurs in its administration of the Trust, unless the Employer pays the fees and expenses.

**8.07 PROFESSIONAL AGENTS.** The Trustee may employ and pay from the Trust reasonable compensation to agents, attorneys, accountants and other persons to advise the Trustee as in its opinion may be necessary. The Trustee may delegate to any agent, attorney, accountant or other person selected by it any non-Trustee power or duty vested in it by the Trust, and the Trustee may act or refrain from acting on the advice or opinion of any agent, attorney, accountant or other person so selected.

**8.08 DISTRIBUTION OF CASH OR PROPERTY.** The Trustee may make distribution under the Plan in cash or property, or partly in each, at its fair market value as determined by the Trustee.

**8.09 RESIGNATION AND REMOVAL.** The Trustee or the Custodian may resign its position by giving written notice to the Employer and to the Plan Administrator. The Trustee's notice must specify the effective date of the Trustee's resignation, which date must be at least 30 days following the date of the Trustee's notice, unless the Employer consents in writing to shorter notice.

The Employer may remove a Trustee or a Custodian by giving written notice to the affected party. The Employer's notice must specify the effective date of removal which date must be at least 30 days following the date of the Employer's notice, except where the Employer reasonably determines a shorter notice period or immediate removal is necessary to protect Plan assets.

**8.10 SUCCESSOR TRUSTEE.**

**(A) Appointment.** In the event of the resignation or the removal of a Trustee, where no other Trustee continues to service, the Employer must appoint a successor Trustee if it intends to continue the Plan. If two or more persons hold the position of Trustee, in the event of the removal of one such person, during any period the selection of a replacement is pending, or during any period such person is unable to serve for any reason, the remaining person or persons will act as the Trustee. If the Employer fails to appoint a successor Trustee as of the effective date of the Trustee resignation or removal and no other Trustee remains, the Trustee will treat the Employer as

having appointed itself as Trustee and as having filed the Employer's acceptance of appointment as successor Trustee with the former Trustee.

**(B) Automatic Successor.** Any corporation which succeeds to the trust business of the Trustee, or results from any merger or consolidation to which the Trustee is a party, or is the transferee of substantially all the Trustee's assets, will be the successor to the Trustee under this Trust. The successor Trustee will possess all rights, duties and powers under this Trust as if the successor Trustee were the original Trustee. Neither the Trustee nor the successor Trustee need provide notice to any interested person of any transaction resulting in a successor Trustee. The successor Trustee need not file or execute any additional instrument or perform any additional act to become successor Trustee.

**8.11 VALUATION OF TRUST.** The Trustee will value the Trust as of each Accounting Date to determine the fair market value of the Trust assets. The Trustee will value the Trust on such other date(s) the Plan Administrator may direct.

**8.12 PARTICIPANT DIRECTION OF INVESTMENT.** Consistent with the Plan Administrator's policy adopted under Section 5.02(1), the Trustee may consent in writing to permit Participants in the Plan to direct the investment to the Trust assets. The Plan Administrator will advise the Trustee of the portion of the Trust credited to each Participant's Account under the Plan, and subject to such Participant direction. As a condition of Participant direction, the Trustee may impose such conditions, limitations and other provisions as the Trustee may deem appropriate and as are consistent with the Plan Administrator's policy. The Trustee will report to the Plan Administrator the net income, gain or losses incurred by each Participant-Directed Account separately from the net income, gain or losses incurred by the general Trust during the Trust Year.

**8.13 THIRD PARTY RELIANCE.** No person dealing with the Trustee will be obliged to see to the proper application of any money paid or property delivered to the Trustee, or to inquire whether the Trustee has acted pursuant to any of the terms of the Trust. Each person dealing with the Trustee may act upon any notice, request or representation in writing by the Trustee, or by the Trustee's duly authorized agent, and will not be liable to any person whomsoever in so doing. The certificate of the Trustee that it is acting in accordance with the Trust will be conclusive in favor of any person relying on the certificate.

**8.14 INVALIDITY OF ANY TRUST PROVISION.** If any clause or provision of this Article VIII proves to be or is adjudged to be invalid or void for any reason, such void or invalid clause or provision will not affect any of the other provisions of this Article VIII and the balance of the Trust provisions will remain operative.

**8.15 EXCLUSIVE BENEFIT.** The Trustee will hold all the assets of the Trust for the exclusive benefit of the Participants and their Beneficiaries and neither the Employer nor the Trustee will use or divert any part of the corpus or income of the Trust for purposes other than the exclusive benefit of the Participants and Beneficiaries of the Plan. The Employer will not have any right to the assets held by the Trustee and the Trust assets will not be subject to the claims of the Employer's creditors or, except as provided in Section 4.06, of the creditors of any Participant or Beneficiary. No Participant or Beneficiary shall have any right to sell, assign, transfer or otherwise convey his or her Account or any interest in his or her Deferred Compensation. Notwithstanding the foregoing, the Plan Administrator may pay from a Participant's or Beneficiary's Account the amount the Plan Administrator finds is lawfully

demanding under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary. The Trust created under the Employer's Plan is irrevocable and its assets will not inure to the benefit of the Employer.

8.16 SUBSTITUTION OF CUSTODIAL ACCOUNT OR ANNUITY CONTRACT. The Employer in the Adoption Agreement may elect to use one or more custodial accounts or annuity contracts in lieu of or in addition to the Trust established in this Article VIII. Any such custodial account or annuity contract must satisfy the requirements of Code §457(g)(3) and applicable Treasury regulations.

8.17 GROUP TRUST AUTHORITY. Notwithstanding any contrary provision in this Plan, the Trustee may, unless restricted in writing by the Plan Administrator, transfer assets of the Plan to a group trust that is operated or maintained exclusively for the commingling and collective investment of monies provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Code §401(a), individual retirement accounts that are exempt under Code §408(e), and eligible governmental plans that meet the requirements of Code §457(b). For this purpose, a trust includes a custodial account that is treated as a trust under Code §401(f) or under Code §457(g)(3). For purposes of valuation, the value of the interest maintained by the Plan in such group trust shall be the fair market value of the portion of the group trust held for Plan, determined in accordance with generally recognized valuation procedures.

**ARTICLE IX  
AMENDMENT, TERMINATION, TRANSFERS**

9.01 AMENDMENT BY EMPLOYER/SPONSOR. The Employer has the right at any time and from time to time:

(a) To amend this Plan and Trust Agreement and the Adoption Agreement in any manner it deems necessary or advisable in order to continue the status of this Plan as an Eligible 457 Plan; and

(b) To amend this Plan and Trust Agreement and the Adoption Agreement in any other manner, including deletion, substitution or modification of any Plan, Trust or Adoption Agreement provision.

The Employer must make all amendments in writing. The Employer may amend the Plan by an Adoption Agreement election, by addenda, by separate amendment, or by restatement of the Adoption Agreement or Plan. Each amendment must state the date to which it is either retroactively or prospectively effective. The Employer also may not make any amendment that affects the rights, duties or responsibilities of the Trustee or the Plan Administrator without the written consent of the affected Trustee or the Plan Administrator.

9.02 TERMINATION/FREEZING OF PLAN. The Employer has the right, at any time, to terminate this Plan or to cease (freeze) further Deferral Contributions to the Plan. Upon termination or freezing of the Plan, the provisions of the Plan (other than provisions permitting continued Deferral Contributions) remain operative until distribution of all Accounts. Upon Plan termination, the Plan Administrator or Trustee shall distribute to Participants and Beneficiaries all Deferred Compensation as soon as is reasonably practicable following termination.

9.03 TRANSFERS. The Employer may enter into a Transfer agreement with another employer under which this Plan: (a) may accept a Transfer of a Participant's Account in the other employer's Eligible 457 Plan; or (b) may Transfer a Participant's (or Beneficiary's) Account in this Plan to the other employer's Eligible 457 Plan. The plan sponsors of the plans

involved in the Transfer both must be States or both must be Tax-Exempt Organizations and the plans must provide for Transfers. The Participant or Beneficiary, after the Transfer will have Deferred Compensation in the recipient plan at least equal to his or her Deferred Compensation in the transferring plan immediately before the Transfer. Any Transfer also must comply with applicable Treasury regulations, and in particular Treas. Reg. §§1.457-10(b)(2) as to post-severance transfers between Governmental Eligible 457 Plans; 1.457-10(b)(3) as to transfers of all assets between Governmental Eligible 457 Plans; 1.457-10(b)(4) as to transfers between Governmental Eligible 457 Plans of the same Employer; and 1.457-10(b)(5) as to post-severance transfers between Tax-Exempt Organization Eligible 457 Plans. The Plan Administrator will credit any Transfer accepted under this Section 9.03 to the Participant's Account and will treat the transferred amount as a Deferral Contribution for all purposes of this Plan except the Plan Administrator, will not treat such Transfer as a Deferral Contribution subject to the limitations of Article III. In addition, in the case of a Transfer between Tax-Exempt Organization Eligible Plans, the recipient plans shall apply a Participant's distribution elections made under the transferor plan in accordance with Treas. Reg. §1.457-10(b)(6)(ii). The Plan's Transfer of any Participant's or Beneficiary's Account under this Section 9.03 completely discharges the Employer, the Plan Administrator, the Trustee and the Plan from any liability to the Participant or Beneficiary for any Plan benefits.

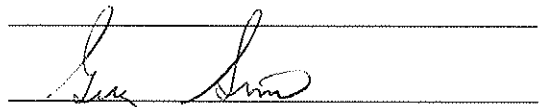
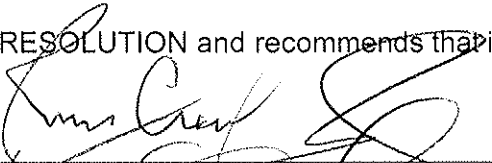
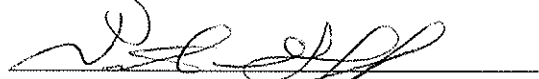


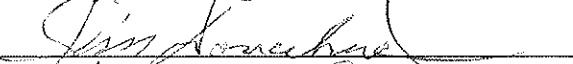
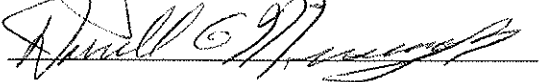
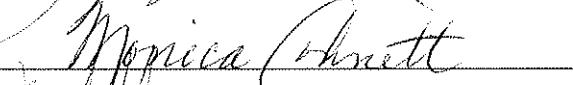

9.04 PURCHASE OF PERMISSIVE SERVICE CREDIT. A Participant in a Governmental Eligible 457 Plan, prior to otherwise incurring a distributable event under Article IV, may direct the Trustee to transfer all or a portion of his or her Account to a governmental defined benefit plan (under Code §414(d)) for: (a) the purchase of permissive service credit (under Code §415(n)(3)(A)) under such plan, or (b) the repayment of contributions and earnings previously refunded with respect to a forfeiture of service credited under the plan (or under another governmental plan within the same State) to which Code §415 does not apply by reason of Code §415(k)(3).

Motion by member Wolfe, Second by member Vanderheydt to approve Resolution 10.  
Motion carried by Voice Vote.

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County Board Chairman declared an emergency under 1 TCC 4-13 to authorize the purchase of a Barracuda Message Archiver for the County email system; and

WHEREAS, the County's Executive Committee recommends to the County Board to approve the emergency declaration; and

WHEREAS, the purchase and use of this system will address email record retention as it pertains to the Illinois Local Records Act.

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 Network Administrator and the Auditor of this action.

PASSED THIS 27th DAY OF JANUARY, 2016.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**Tazewell County Board**



David Zimmerman,  
Chairman of the Board

January 22, 2016

Christie Webb  
Tazewell County Clerk  
Via hand delivery

Dear Christie:

I wish to declare an emergency under 1 TCC 4-13 to authorize Tazewell County to authorize the purchase of a Barracuda Message Archiver for the County email system.

The emergency declaration is to bring our county email system up to compliance.

Per the requirements of 1 TCC-4-13, the Board will consider a resolution approving this purchase at the January 27, 2016 meeting.

If you have any questions, please let me know.

Sincerely,



David Zimmerman  
County Board Chairman

Pc: County Board Members  
County Administrator  
Department Head  
Auditor



Pricing Proposal  
Quotation #: 10931342  
Created On: 1/22/2016  
Valid Until: 1/31/2016

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**County of Tazewell IL**

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**Inside Account Executive**

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**Scott Hizey**  
IL  
United States  
Phone: (309) 478-5849  
Fax:  
Email: admin@tazewell.com

**Mike Ryan**  
290 Davidson Ave  
Somerset, NJ 08873  
Phone: 800-477-6479  
Fax: 800-477-6479  
Email: Mike\_Ryan@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Barracuda Message Archiver 450 - E-mail archiving appliance - with 1 year Energize Updates and Instant Replacement - 10Mb LAN, 100Mb LAN - 1U - rack-mountable Barracuda Networks - Part#: BMA450A11	1	\$11,488.00	\$11,488.00
		<b>Total</b>	<b>\$11,488.00</b>

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*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*



Motion by member Sinn, Second by member Donahue to approve Appointments/Reappointments. Motion carried by Voice Vote.

**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Dave Wright, of 114 State Street, Suite 1B, Peoria, IL 61602 to the Building Board of Appeals for a term commencing February 01, 2016 and expiring January 31, 2021.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Dave Wright to the Building Board of Appeals and we recommend said reappointment be approved.

\_\_\_\_\_

\_\_\_\_\_

*Carroll Smith*

*David G. McLaughlin*

*Monica Corbett*

*W. H. ...*

*Carroll Smith*

*David G. McLaughlin*

*[Signature]*

*[Signature]*

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Dave Wright to the Building Board of Appeals.

The County Clerk shall notify the County Board Office and Community Development of this action.

PASSED THIS 27th DAY of JANUARY, 2016.

ATTEST:

*Christie Webb*  
Tazewell County Clerk

*[Signature]*  
Tazewell County Board Chairman



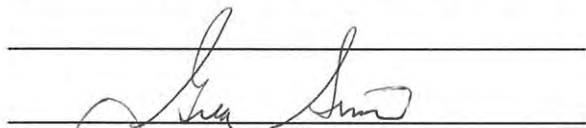
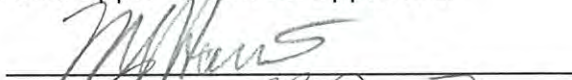
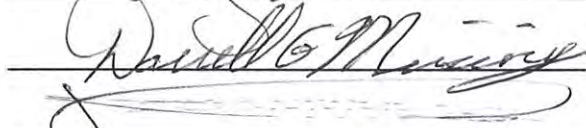

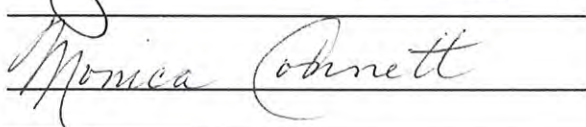
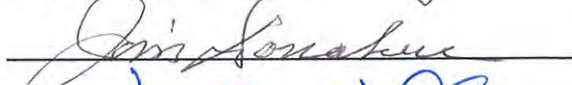

**APPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint John Dossey of 111 S. Capitol Street, Pekin, IL to the Emergency Telephone Systems Board for a term commencing December 01, 2015 and expiring November 30, 2019.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of John Dossey to the Emergency Telephone Systems Board and we recommend said appointment be approved.

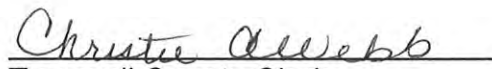
**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of John Dossey to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify Chief Craig Hilliard of the Morton Police Department of this action.

PASSED THIS 27th DAY OF JANUARY, 2016.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman



**APPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Rhonda Olson of 12827 Locust Road, Tremont, IL 61568 to the Tremont Fire Protection District for a term commencing January 27, 2016 and expiring April 30, 2017.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Rhonda Olson to the Tremont Fire Protection District and we recommend said appointment be approved.

\_\_\_\_\_  
\_\_\_\_\_  
*David G. Manning*  
\_\_\_\_\_  
*Monica Connett*

*Carol J. King*  
\_\_\_\_\_  
*Jim Schenck*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Rhonda Olson to the Tremont Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify McGrath Law Office, P.C., 113 S. Main, PO Box 139, Mackinaw, IL 61755 of this action.

PASSED THIS 27th DAY OF JANUARY, 2016.

ATTEST:

*Christie A. Webb*  
\_\_\_\_\_  
Tazewell County Clerk

*[Signature]*  
\_\_\_\_\_  
Tazewell County Board Chairman

Motion by member Proehl, Second by member Hillegonds to approve February 2016 Calendar of meetings. Motion carried by Voice Vote.



## Tazewell County Board Calendar of Meetings February 2016

<b>Zoning Board of Appeals</b> (Newman)	Tuesday, February 02 6:00pm - JCCR	Connett, Crawford, Hillegonds, Mingus, Redlingshafer, Rinehart, Sciortino, Sundell
<b>Ad-Hoc Rules and Recodification</b> (Redlingshafer)	Thursday, February 04 8:00am – <i>Coroner's Conference Room</i>	Deininger, Holly, Proehl, Rinehart, Webb
<b>Land Use</b> (Hillegonds)	Tuesday, February 09 5:00pm – Jury Room	Rinehart, Connett, Crawford, Mingus, Redlingshafer, Sciortino, Sundell
<b>Insurance Review</b> (Zimmerman)	Thursday, February 11 3:00pm – Jury Room	Neuhauser, Connett, Gillespie, Johnson, Kreiter, Malavolti, Moretto, Richmond, Wolfe
<b>Health Services</b> (Imig)	Thursday, February 11 5:30pm - TCHD	Sundell, Graff, Harris, Holford, Mingus, Sinn, Vanderheydt
<b>President's Day Holiday</b>	Monday, February 15	County Offices Closed
<b>Transportation</b> (Sinn)	<i>Tuesday</i> , February 16 8:00am - Tremont	Proehl, Crawford, Holford, Menold, Rinehart, Sciortino, Wolfe
<b>Property</b> (Grimm)	Tuesday, February 16 3:30pm - JCCR	Donahue, Meisinger, Menold, Neuhauser, Proehl, Vacancy, Vanderheydt, Wolfe
<b>Finance</b> (Neuhauser)	Tuesday, February 16 following Property - JCCR	Graff, Connett, Donahue, B. Grimm, Harris, Hillegonds, Imig, Meisinger, Mingus, Redlingshafer
<b>Human Resources</b> (Harris)	Tuesday, February 16 following Finance - JCCR	Meisinger, Connett, Donahue, Graff, B. Grimm, Hillegonds, Imig, Mingus, Neuhauser, Redlingshafer
<b>Risk Management</b> (Zimmerman)	Wednesday, February 17 4:00pm – Jury Room	Neuhauser, Connett, Crawford, Donahue, Graff, Grimm, Harris, Hillegonds, Imig, Meisinger, Sinn *(Auditor, Treasurer, State's Attorney)*
<b>Executive</b> (Zimmerman)	Wednesday, February 17 following Executive	Neuhauser, Connett, Crawford, Donahue, Graff, Grimm, Harris, Hillegonds, Imig, Meisinger, Sinn
<b>Board of Health</b> (Burton)	Monday, February 22 6:30pm - TCHD	Imig
<b>County Board</b>	Wednesday, February 24 6:00 pm – JCCR	<b>All County Board Members</b>



## EXPENSE REPORT



SUBMITTED BY:  
VICKI E. GRASHOFF  
TAZEWELL COUNTY AUDITOR

SUBMITTED TO:  
TAZEWELL COUNTY BOARD

January 27, 2016

PAGE	REPORT:	FUND:	DEPT:	EXPENDITURES:
0	County Board (Spec Per Diem)	100	111	\$0.00
1	County Board ( Mo. Salary)	100	111	\$4,200.00
2	County Board	100	111	\$2,099.58
3	States Attorney	100	124	\$12,570.30
4	Jury Commission	100	124	\$7.20
5	County Clerk/Recorder	100	152	\$101,869.04
6	County Treasurer	100	155	\$310.00
7	Assessment	100	157	\$101.92
8	Board of Review	100	158	\$156.80
9	ZBA Per Diem	100	161	\$360.00
10	Community Development	100	161	\$6,599.71
11,14	Building Administration	100	181	\$122,688.29
15,16	Justice Center	100	182	\$33,254.61
17,20	Sheriff	100	211	\$149,641.98
21	E.M.A.	100	213	\$3,531.53
22	Court Security	100	214	\$19,875.55
23,24	Crt Serv Probation Upgrade	100	230	\$13,859.45
25	Court Services	100	231	\$40,110.25
26	Coroner	100	252	\$10,899.95
27	Courts	100	800	\$6,144.73
28,29	County General	100	913	\$33,323.47
*****County General Expenditures*****				<b>\$561,604.36</b>
30,32	County Highway Fund	202	311	\$68,406.37
33	Motor Fuel Tax Fund	203	311	\$3,555.49
34	Bridge Fund	205	311	\$9,361.90
35	Matching Tax	206	311	\$15,766.14
36,37	Veterans Assistance	208	422	\$9,851.23
38,39	Animal Control	211	411	\$24,793.70
40	Health Internal Service	249	914	\$44,003.61
41	Solid Waste	254	112	\$550.00
*****Special Fund Total*****				<b>\$176,288.44</b>
*****TOTAL EXPENDITURES*****				<b>\$737,892.80</b>

**Expenditure Report:**

**To: The Tazewell County Board**

**Fund 100**

**Department: 111**

**December, 2015**

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:

<b>Emp No:</b>	<b>Claimant</b>	<b>Nature of Claim</b>	<b>Amount</b>	<b>Account:</b>
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
36	Harris, Michael	Salary	\$200.00	511-090
6	Hillegonds, Terry C.	Salary	\$200.00	511-090
72	Holford, Mary Jo	Salary	\$200.00	511-090
20	Imig, Carroll	Salary	\$200.00	511-090
66	Meisinger, Darrell	Salary	\$200.00	511-090
75	Menold, Greg	Salary	\$200.00	511-090
71	Mingus, Seth	Salary	\$200.00	511-090
61	Neuhauser, Tim	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
74	Sciortino, Gary	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
42	Wolfe, Joe	Salary	\$200.00	511-090
	<b>Auditor's Total:</b>		<b>\$4,200.00</b>	

Claims Docket  
 Expenditure Accounts

Comty COUNTY BOARD 100-111

Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
100-111-522-140	DUES & SUBSCRIPTIONS		
70284	GOVERNMENT FINANCE OFFICERS ASSOC* MEMBERSHIP RENEWAL 100-111	0132640-0116	840.00
93658	SHRM*	9006467673	190.00
101-112	TAZEWELL COUNTY HISTORIC PLACES SO 2016 MEMBERSHIP DUES 100-111	2016 DUES	25.00
100-111-533-152	BOARD CHAIRMAN TRAVEL		
42	ZIMMERMAN* J DAVID	42-0116	370.30
88-106	VISA*	3103-0116	226.00
88-106	VISA*	3103-0116A	183.88
100-111-533-153	ADMINISTRATOR TRAVEL		
104-171	VISA*	4202-0116	200.00
100-111-533-300	MILEAGE		
92-100	HIZEY*SCOTT	92340-0116	27.60
101-193	YOUNG*JEFFREY A	101893-0116	36.80
TOTAL:			2,099.58

Claims Docket  
Expenditure Accounts

Comty STATES ATTORNEY 100-124  
Vend-No Vend-Name

Comty	Vend-Name	Invoice-Numb	Expense-Amount
100-124-522-030	BOOKS & RECORDS		
43	THOMSON REUTERS-WEST*	833017643	646.03
730	MATTHEW BENDER & CO INC*	7954794X	34.44
70738	VISA*	9907-0116D	62.50
70738	VISA*	9907-0116E	139.00
100-124-533-050	LEGAL SERVICES		
14634	QUINN JOHNSTON HENDERSON SHERIFF 100-124	139089	8,845.80
71574	HUSCH BLACKWELL LLP*	2292304	120.00
100-124-533-140	COURT REPORTING FEES		
2149	SHANE* JULIA	123115	295.50
2149	SHANE* JULIA	15-CF-392	69.00
65663	MASON*CRYSTAL K	121715	383.50
70738	WINN CRS*LORI	010716	182.00
70738	WINN CRS*LORI	120315	398.50
100-124-533-170	WITNESS FEES		
65246	U OF I/PRC*	091515	413.80
100-124-533-400	LEGAL NOTICES		
146	PEORIA JOURNAL STAR*	IN1121773	56.16
146	PEORIA JOURNAL STAR*	IN1125512	53.04
100-124-533-700	VEHICLE MAINTENANCE		
70738	VISA*	9907-0116B	58.50
100-124-533-900	TRAVEL		
70738	VISA*	9907-0116	30.53
TOTAL:			11,788.30

100-124-522-140 PROF, DUES, INSURANCE  
 78447 T.C.A.C.P 3-2016 ANNUAL DUES 100-124 CHECK# 5607 12/18/15  
 101714 PAIGE MCCLELLAND-THEOBALD 2016 ANNUAL DUES ARDC 100-124 CHECK# 5628 1/8/16

MANUAL TOTAL: 782.00  
 GRAND TOTAL: 12,570.30

Claims Docket  
Expenditure Accounts

Comty	JURY COMMISSION 100-125	Invoice-Numb	Expense-Amount
Vend-No	Vend-Name		
100-125-522-010	OFFICE SUPPLIES		
20	WILL HARMS COMPANY INC.* SUPPLIES 100-125	33936	7.20
TOTAL:			<u>7.20</u>

TAZEWELL COUNTY

Claims Docket  
Expenditure Accounts

COUNTY CLERK/RECORDER 100-152

Comty Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
100-152-522-010	OFFICE SUPPLIES		
90	DES MOINES STAMP MFG CO*	1059458	92.00
90	DES MOINES STAMP MFG CO*	1059736	31.00
77755	AAA CERTIFIED CONFIDENT SECURITY*	58760	35.00
100-152-522-030	BOOKS & RECORDS		
744	ELECTION ADMINISTRATION REPORTS* 1 YR SUBSCRIPTION 100-152	10181503	219.00
100-152-522-080	ELECTION SUPPLIES		
7341	VERIZON WIRELESS*	9757120465	23.00
100-152-533-300	MILEAGE		
744	HARTLEY*MOIRA	744-0116	17.54
100-152-533-410	PRINTING		
13549	ALLEGRA PRINT & IMAGING*	47704	476.50
100-152-533-710	OFFICE EQUIPMENT MAINTENANCE		
152	RECORD SYSTEMS INC*	217585	975.00

TOTAL: 1,869.04

100-100-441-011	REVENUE STAMPS PURCHASED		
361	IL DEPT OR REVENUE	100,000.00	CHECK#5611 12/18/15

GRAND TOTAL: 101,869.04

Comty TREASURER 100-155  
Vend-No Vend-Name

Invoice-Numb

Expense-Amount

100-155-533-400 LEGAL NOTICES DELINQUENT TAX LIST 100-155 137862 160.00  
108 PEKIN DAILY TIMES\*

100-155-533-710 OFFICE EQUIPMENT MAINTENANCE  
72873 NEOPOST USA INC\* METER RENTAL 100-155 53491416 75.00  
72883 NEOPOST USA INC\* FEB/16 METER RENTAL 100-155 53579726 75.00

TOTAL: 310.00



Claims Docket  
Expenditure Accounts

Comty ASSESSMENTS 100-157  
Vend-No Vend-Name

Comty Vend-No	ASSESSMENTS Vend-Name	Invoice-Numb	Expense-Amount
100-157-522-100	GASOLINE		
17631	TAZEWELL COUNTY HIGHWAY*	81231	18.22
100-157-522-140	DUES & SUBSCRIPTIONS		
79082	BI ANNUAL DUES 100-157	79042-0116	40.00
100-157-533-300	MILEAGE		
61654	SCHMIDT*RITA E	61634-0116	13.80
61659	DEVINE*BECKY A	61659-0116	29.90

TOTAL: 101.92

TAZEWELL COUNTY

Claims Docket  
Expenditure Accounts

Comty BOARD OF REVIEW 100-158

Vend-No Vend-Name

Invoice-Numb

Expense-Amount

100-158-522-010 OFFICE SUPPLIES  
94456 INDEPENDENT STATIONERS\* BOR OFFICE SUPPLIES 100-158 IN-000579982 73.20

100-158-533-400 PUBLICATIONS  
108 PEKIN DAILY TIMES\* PUBLICATION 100-158 138097 83.60

TOTAL: 156.80



TAZEWELL COUNTY  
 Claims Docket  
 Expenditure Accounts

Comty Vend-No	COMMUNITY DEVELOPMENT 100-161 Vend-Name	Invoice-Numb	Expense-Amount
100-161-522-012 46	TECHNICAL SUPPLIES PERMIT FILE FOLDERS 100-161	325438	374.40
100-161-522-030 70789	BOOKS & RECORDS ENERGY CODE BOOK 100-161	1339-0116	34.00
100-161-522-100 17611	GASOLINE TAZEWELL COUNTY HIGHWAY*	81230	18.91
100-161-522-140 146	DUES & SUBSCRIPTIONS 2016 SUBSCRIPTION 100-161	1490624-0116	176.80
99605	PEORIA JOURNAL STAR* ILLINOIS PROTECTIVE OFFICIALS CONF 100-161	2016 APPL	50.00
100-161-533-060 10769	APPEAL BOARD VAUGHN*DONALD W	10779-0116	19.44
19506	ZIMMERMAN*KENNETH L	19536-0116	17.28
66704	WEBB*JOHN P	66724-0116	7.56
70509	LESSEN*DUANE	70579-0116	19.44
88617	LINSLEY*CHERYL A	88417-0116	19.44
100-161-533-300 148	MILEAGE DEININGER*KRISTAL	148-0116	48.88
100-161-533-400 108	LEGAL NOTICES PEKIN DAILY TIMES*	138130	126.00
12511	COURIER NEWSPAPERS*	1347	102.20
12511	COURIER NEWSPAPERS*	486	96.36
100-161-533-980 12657	BUILDING CODE INSPECTIONS GRIFFIN*TONY H	TC201512	2,300.00
76620	YOUNG*RICHARD R	17	2,075.00
105312	PRATHER*BOB	23	900.00
TOTAL:			6,385.71
100-161-522-140 108	DUES, SUBSCRIPTIONS 2016 RENEWAL 100-161		214.00

12/18/15

CHECK# 5608

GRAND TOTAL: 6,599.71

Claims Docket  
 Expenditure Accounts

Comty BUILDING ADMIN 100-181  
 Vend-No Vend-Name

Comty	Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
100-181	522-080	CLEANING SERVICE SUPPLIES		
5	ATLAS SUPPLY COMPANY*	CLEANING SUPPLIES 100-181	168126	1,046.60
80	MENARDS*	CLEANING SUPPLIES 100-181	27593	14.85
100-181	533-030	JANITORIAL SERVICE		
74	TCRC INC*	CLEAN MCK,TAZ,EMA 100-181	016411	2,346.76
101-22	VONACHEN SERVICES INC*	DEC COURTHOUSE 100-181	33282	3,100.00
101-22	VONACHEN SERVICES INC*	DEC OPO CLEAN 100-181	33283	1,400.00
101-22	VONACHEN SERVICES INC*	DEC FLOORS 100-181	33285	1,500.00
100-181	533-200	TELEPHONE		
102	AT&T*	SHERIFF 100-181	6946317-0116	75.00
102	AT&T*	EMA 100-181	Z125457-0116	.13
102	AT&T*	EMA 100-181	Z990747-0116	142.65
169	AT&T*	EMA 100-181	9252271-0116	56.55
222	FRONTIER*	DARE/EMA 100-181	3470930-0116	41.46
222	FRONTIER*	DARE/EMA 100-181	4772787-0116	69.80
222	FRONTIER*	SUBSTATION 100-181	7451307-0116	42.68
222	FRONTIER*	EMA 100-181	9252271-0116	75.03
222	FRONTIER*	EMA FAX 100-181	9253631-0116	42.90
222	FRONTIER*	SHERIFF 100-181	9254107-0116	96.51
222	FRONTIER*	EMA FAX 100-181	L002412-0116	55.60
541	CENTURYLINK*	SHERIFF PRIVATE LINE 100-181	304070156-0116	49.02
100-181	533-202	CELLULAR & PAGER SERVICE		
56	SPOK INC*	COUNTY PAGERS 100-181	Z3528775A	36.78
731	VERIZON WIRELESS*	MO SVC (SHOCK) EMA 100-181	9757984695	38.01
100-181	533-300	MILEAGE		
103	47 STRAUWAN*MIKE	11/18-12/16 MILEAGE 100-181	103847-0116	37.38
104	64 CASSIDY*SETH	DEC MILEAGE 100-181	104964-0116	24.15
100-181	533-351	PARKING LOT EXPENSES		
80	MENARDS*	MOUNTING FOR SIGNS 100-181	27147	65.98
83	TAYLOR*CHARLES	RPLC PARKING SIGNS 100-181	19016	592.00
83	TAYLOR*CHARLES	PARKING LOT SIGNS 100-181	19029	192.00
104470	VISA*	SAND 100-181	4947-0116C	37.35
100-181	533-600	FUEL		

Proceedings from the Tazewell County Board meeting held this 27th day of January, 2016

TAZEWELL COUNTY  
 Claims Docket  
 Expenditure Accounts

BUILDING ADMIN 100-181

Comty	Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
	105819	CADY OIL COMPANY INC*	34859	150.00
		GENERATOR FUEL EMA 100-181		
	100-181-533-620	ELECTRIC & GAS		
	7	AMEREN ILLINOIS*	0432120171-0116	486.73
	7	AMEREN ILLINOIS*	1030794006-0116	90.40
	7	AMEREN ILLINOIS*	1329512003-0116	77.08
	7	AMEREN ILLINOIS*	1606759006-0116	85.36
	7	AMEREN ILLINOIS*	2598576014-0116	101.80
	7	AMEREN ILLINOIS*	3488850005-0116	62.64
	7	AMEREN ILLINOIS*	3518116027-0116	158.90
	7	AMEREN ILLINOIS*	3735086014-0116	99.81
	7	AMEREN ILLINOIS*	4109289052-0116	2,160.68
	7	AMEREN ILLINOIS*	6123448013-0116	177.20
	7	AMEREN ILLINOIS*	6246615000-0116	91.71
	7	AMEREN ILLINOIS*	7027064571-0116	265.46
	7	AMEREN ILLINOIS*	7634524015-0116	44.56
	7	AMEREN ILLINOIS*	8352035006-0116	872.49
	7	AMEREN ILLINOIS*	8984208007-0116	103.56
	7	AMEREN ILLINOIS*	9337035532-0116	168.07
	7	AMEREN ILLINOIS*	9551284000-0116	59.99
	7	AMEREN ILLINOIS*	9569812254-0116	421.62
	84557	NOBLE AMERICAS ENERGY SOLUTIONS*	1535600005119629	4,740.86
		ACCT: 192203 100-181		
	100-181-533-630	WATER		
	219	ILLINOIS AMERICAN WATER COMPANY*	1081601-0116	23.24
	219	ILLINOIS AMERICAN WATER COMPANY*	1081632-0116	18.86
	219	ILLINOIS AMERICAN WATER COMPANY*	1173463-0116	69.97
	219	ILLINOIS AMERICAN WATER COMPANY*	2281091-0116	147.82
	219	ILLINOIS AMERICAN WATER COMPANY*	2281718-0116	243.50
	219	ILLINOIS AMERICAN WATER COMPANY*	2281787-0116	186.36
	219	ILLINOIS AMERICAN WATER COMPANY*	2282148-0116	49.05
	219	ILLINOIS AMERICAN WATER COMPANY*	3844600-0116	102.15
	75820	FIVE STAR WATER*	92429-0116	179.25
		GROUP WATER BILL 100-181		
	100-181-533-640	PEST CONTROL		
	9	MARKLEY'S PEST ELIMINATION SVCS IN	255689	75.00
	9	MARKLEY'S PEST ELIMINATION SVCS IN	255776	30.00
	90612	AMERICAN PEST CONTROL INC*	1008020-0116	35.00
		ACCT# 1008020 MONGE 100-181		
	100-181-533-660	GARBAGE COLLECTION		

Proceedings from the Tazewell County Board meeting held this 27th day of January 2016

Claims Docket  
 Expenditure Accounts

BUILDING ADMIN 100-181

Comty Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
66418	X WASTE INC*	277015	19.57
66418	X WASTE INC*	277016	183.34
66418	X WASTE INC*	277017	79.72
66418	X WASTE INC*	277018	41.20
66418	X WASTE INC*	277019	41.20
66418	X WASTE INC*	277020	53.00
66418	X WASTE INC*	279363	183.34
66418	X WASTE INC*	279364	79.72
66418	X WASTE INC*	279366	41.20
66418	X WASTE INC*	279367	41.20
66418	X WASTE INC*	279368	53.00
100-181-533-720	BUILDING MAINTENANCE		
80	MENARDS*	27073	175.54
80	MENARDS*	28834	5.94
275	NIEMANN FOODS INC*	13406/3	9.95
127	AA CAR OPENING & LOCKSMITH*	900633	36.00
339	GRAINGER*	9917827942	51.21
659	TAZEWELL FLOOR COVERING INC*	8695	625.00
896	SHERWIN-WILLIAMS*	1331-2	49.57
896	SHERWIN-WILLIAMS*	1391-6	49.57
896	PEKIN ROOTERMATIC INC*	121615	125.00
11111	STEVE GEBERIN WINDOW CLEANING*	9158-18	47.00
11111	STEVE GEBERIN WINDOW CLEANING*	9158-18B	45.00
11461	ULINE*	73184801	134.40
18425	STAPLES ADVANTAGE*	3287182056	87.00
60977	JOHNSTONE SUPPLY*	S100012713.001	85.10
60977	JOHNSTONE SUPPLY*	S100012857.001	216.20
70725	FASTENAL COMPANY*	ILPEK 106770	18.56
71322	ENTEK SERVICES INC*	SIN 013856	662.55
104773	CONNOR CO*	S6925261.001	241.28
104780	BRADY'S CARPET CLEANERS INC*	441899	150.00
105258	MID-ILLINOIS COMPANIES*	4474	1,470.00
100-181-533-731	MECHANICAL EQUIP. MAINTENANCE		
18	RUYLE MECHANICAL SERVICES INC*	125430	527.50
100-181-533-733	ELEVATOR MAINTENANCE		





JUSTICE CENTER 100-182

Comty Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
100-182-522-080	CLEANING SERVICE SUPPLIES		
5	ATLAS SUPPLY COMPANY*	168071	1,343.90
104365	ECOLAB*	0470315	1,133.49
100-182-533-030	JANITORIAL SERVICE		
101022	VONACHEN SERVICES INC*	33284	4,200.00
100-182-533-620	ELECTRIC/GAS		
7	AMEREN ILLINOIS*	6141434333-0116	8,468.14
84567	NOBLE AMERICAS ENERGY SOLUTIONS*	192203-0116	7,868.14
100-182-533-630	WATER		
76	PURITAN SPRINGS WATER*	1522002-0116	14.55
219	ILLINOIS AMERICAN WATER COMPANY*	392933-0116	858.17
219	ILLINOIS AMERICAN WATER COMPANY*	821424-0116	51.23
100-182-533-640	PEST CONTROL		
9	MARKLEY'S PEST ELIMINATION SVCS IN JUSTICE CENTER 100-182	255688	120.00
100-182-533-660	GARBAGE COLLECTION		
67	WASTE MANAGEMENT*	2700678-2070-3	526.04
100-182-533-720	BUILDING MAINTENANCE		
80	MENARDS*	29536	109.35
2044	COPS INC SECURITY SOLUTIONS*	159056	18.95
3398	GRAINGER*	9888805406A	9.00
3398	GRAINGER*	9921599297	96.93
3398	GRAINGER*	9921599305	186.75
11161	STEVE GEBERIN WINDOW CLEANING*	9158-18A	103.00
69493	SENTRY SECURITY FASTENERS INC*	66712	88.00
70826	JOHNSON MECHANICAL SERVICE INC*	93547	275.45
71786	HOBART SERVICE*	32361012	389.81
71786	HOBART SERVICE*	32373150	180.75
76991	RAISOR MOTOR CO*	38709	65.60
77752	IL OFFICE OF THE STATE FIRE MARSHA	9547598	590.00
80442	CUSTOMCARE EQUIPMENT SALES*	23691	125.00
103841	RIVER CITY ROOFING CO INC*	1929	150.00
104470	VISA*	4947-0116	82.97

TAZEWELL COUNTY

Claims Docket  
 Expenditure Accounts

JUSTICE CENTER 100-182

Comty Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
104470	VISA*	4947-0116B	339.49
105519	SMITH CO*S J	5411803	194.84
105658	MID-ILLINOIS COMPANIES*	4473	830.00
105748	ILLINI PLUMBING INC*	6861	255.00
1000182-533-731	MECHANICAL EQUIP. MAINT		
104004	ST LOUIS BOILER SUPPLY CO*	0396434-IN	506.07
104070	VISA*	4947-0116A	568.03
1000182-533-733	ELEVATOR MAINTENANCE		
101013	KONE INC*	949162570A	536.92
101013	KONE INC*	949188641A	536.92
1000182-544-200	BLDG CONST & REMODELING		
69403	SENTRY SECURITY FASTENERS INC*	66486	2,432.12
TOTAL:			33,254.61

Claims Docket  
Expenditure Accounts

Comty SHERIFF 100-211  
Vend-No Vend-Name

Comty	Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
	100-211-522-010	OFFICE SUPPLIES		
734	QUILL CORPORATION*	SUPPLIES 100-211	1120828	1,012.77
734	QUILL CORPORATION*	SUPPLIES 100-211	1257143	326.95
734	QUILL CORPORATION*	SUPPLIES 100-211	1257281	28.53
734	QUILL CORPORATION*	SUPPLIES 100-211	1486650	462.71
734	QUILL CORPORATION*	SUPPLIES 100-211	1584070	3.59
734	QUILL CORPORATION*	SUPPLIES 100-211	1624745	53.97
734	QUILL CORPORATION*	SUPPLIES 100-211	1699008	134.27
734	QUILL CORPORATION*	MONITOR 100-211	1720862	361.99
734	QUILL CORPORATION*	DYMO LABELMAKER 100-211	1907879	89.99
734	QUILL CORPORATION*	LAMINATING POUCHES 100-211	1944895	39.99
734	QUILL CORPORATION*	BIC CORRECTION TAPE 100-211	2008966	35.18
734	QUILL CORPORATION*	HANGING FILE FOLDERS 100-211	2009647	55.96
1200	BREAUX* RICHARD E	FULK NOTARY STAMP 100-211	22546	29.85
1200	BREAUX* RICHARD E	JAIL STAMP 100-211	22552	31.85
104769	VISA*	EXTERNAL HARDRIVE 100-211	4988-0116B	249.99
105932	YORKTOWN INDUSTRIES, INDIANA INC*	HP TONER 100-211	403753Y-IN	139.00
	100-211-522-011	FIELD SUPPLIES		
240	SHERIFF'S PETTY CASH*	WIPEER BLADES 100-211	240-0116	11.74
340	P F PETTIBONE & CO*	STOP&FRISK FORMS 100-211	34627	107.75
15808	INTOXIMETERS INC*	300 MOUTHPIECE SETS 100-211	519003	85.25
90009	VISA*	HEADPHONES 100-211	1011-0116	209.99
104769	VISA*	TAPE 100-211	4988-0116	29.85
104769	VISA*	TITLE/REG NEW VEHICLE 100-211	4988-0116A	200.61
	100-211-522-030	BOOKS & RECORDS		
61071	CITY DIRECTORIES*	PEORIA CITY DIRECTORY 100-211	83502034	435.00
	100-211-522-050	MEDICAL SUPPLIES		
48	PEKIN HOSPITAL*	NOV 15 INMT LAB WORK 100-211	48-0116	64.49
238	PEKIN PRESCRIPTION LAB INC*	DEC 15 INMT DRUGS 100-211	271-0116	1,863.86
240	PRAXAIR DISTRIBUTION INC-465*	JAIL OXYGEN 100-211	54584244	38.95
1393	ADVANCED MEDICAL TRANSPORT*	TRANS INMT 100-211	1564808	178.90
68793	MOORE MEDICAL LLC*	MEDICAL SUPPLIES 100-211	82918794I	317.52
68793	MOORE MEDICAL LLC*	MEDICAL SUPPLIES 100-211	82920301I	95.63
68793	MOORE MEDICAL LLC*	MEDICAL SUPPLIES 100-211	82921658I	38.16
68793	MOORE MEDICAL LLC*	MEDICAL SUPPLIES 100-211	82922544I	106.27

Proceedings from the Tazewell County Board Meeting held on 27th day of January

Claims Docket  
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SHERIFF 100-211

Comty Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
100-211-522-100	GASOLINE & OIL		
17631	TAZEWELL COUNTY HIGHWAY*	81225	6,106.27
17631	TAZEWELL COUNTY HIGHWAY*	81299	63.26
90609	VISA*	1011-0116B	10.00
99365	VISA*	0475-0116	76.75
105829	VISA*	5003-0116	122.29
100-211-522-110	UNIFORMS & CLOTHING		
2184	RAY O'HERRON CO INC*	1572504-IN	1,071.34
2184	RAY O'HERRON CO INC*	1602000-IN	86.39
100-211-522-120	WEAPONS & AMMUNITION		
62	PEKIN GUN & SPORTING GOODS INC*	139766	750.00
2184	RAY O'HERRON CO INC*	1600896-IN	157.80
7930	ULTRAMAX*	156197	2,673.00
10528	AMMUNITION SUPPLY CO INC*	103123	4,768.43
100-211-522-140	DUES & SUBSCRIPTIONS		
43	THOMSON REUTERS-WEST*	833200465	155.35
7867	TCACP*	2016 DUES	125.00
7867	TCACP*	DUES-2016	150.00
90609	VISA*	1011-0116A	150.00
100-211-533-050	HEALTH PROFESSIONALS, LTD		
3785	CORRECTIONAL HEALTHCARE COMPANIES	7150MC0216	22,798.33
3785	CORRECTIONAL HEALTHCARE COMPANIES	7153MC0216	2,742.58
100-211-533-060	PRISONERS FOOD		
74027	A'VIANDS LLC*	INV19-4726	47.62
74027	A'VIANDS LLC*	INV19-4727	4,207.45
74027	A'VIANDS LLC*	INV19-5005	4,337.02
74027	A'VIANDS LLC*	INV19-5147	67.94
74027	A'VIANDS LLC*	INV19-5148	4,356.47
74027	A'VIANDS LLC*	INV19-5237	3,988.80
74027	A'VIANDS LLC*	INV19-5329	3,797.58
100-211-533-700	VEHICLE MAINTENANCE		
316	VELDE FORD SALES INC*	FOCS335945	38.22

Claims Docket  
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Comty	Vend-No	SHERIFF 100-211	Vend-Name	Invoice-Numb	Expense-Amount
			REPAIR CHIEFS CAR 100-211	F0CS343941	90.40
316		VELDE FORD SALES INC*			
318		SANDROCK AUTO BODY INC*	RPR 2012 EQUINOX 100-211	13350	609.80
76991		RAISOR MOTOR CO*	13-2 REPAIR 100-211	38549	912.42
76991		RAISOR MOTOR CO*	13-11 MAINT 100-211	38596	44.30
76991		RAISOR MOTOR CO*	12-6 MAINT 100-211	38604	52.25
76991		RAISOR MOTOR CO*	15-3 MAINT 100-211	38609	77.12
76991		RAISOR MOTOR CO*	15-2 MAINT 100-211	38614	58.70
76991		RAISOR MOTOR CO*	10-7 REPAIR 100-211	38615	617.51
76991		RAISOR MOTOR CO*	13-9 MAINT,RPL TIE ROD 100-211	38618	797.77
76991		RAISOR MOTOR CO*	12-2 MAINT WHEEL SNSR 100-211	38624	183.93
76991		RAISOR MOTOR CO*	11-7 CHANGE BATTERY 100-211	38630	145.92
76991		RAISOR MOTOR CO*	13-3 MAINT&BRAKE INSP 100-211	38644	89.93
76991		RAISOR MOTOR CO*	13-10 MAINT 100-211	38660	51.20
76991		RAISOR MOTOR CO*	14-3 MAINT 100-211	38663	52.40
76991		RAISOR MOTOR CO*	14-7 REPAIR 100-211	38690	400.45
76991		RAISOR MOTOR CO*	13-6 REPAIR 100-211	38744	428.64
76991		RAISOR MOTOR CO*	8-11 MAINT 100-211	38765	38.99
76991		RAISOR MOTOR CO*	11-4 REPAIR 100-211	38768	172.82
76991		RAISOR MOTOR CO*	13-5 REPAIR 100-211	38798	244.63
76991		RAISOR MOTOR CO*	13-8 MAINT 100-211	38833	68.17
79265		O'REILLY AUTO PARTS*	VELCRO/WIPER BLADES 100-211	1262-473134	23.17
79265		O'REILLY AUTO PARTS*	VEH SUPPLIES 100-211	1262-475411	68.53
90239		FIRESTONE*	TIRES 100-211	167394	1,618.62
90239		FIRESTONE*	TIRES 100-211	168139	1,818.86
91311		LET IT SHINE LLC*	DEC 15 SQUAD WASHES 100-211	1601-2046	105.00
103319		MAP AUTOMOTIVE OF PEORIA*	BRAKE PADS 13-6 100-211	60-070947	45.95
103319		MAP AUTOMOTIVE OF PEORIA*	BRAKE PADS 100-211	60-071437	150.55
103319		MAP AUTOMOTIVE OF PEORIA*	BRAKE PADS 100-211	60-072037	117.30
103319		MAP AUTOMOTIVE OF PEORIA*	BRAKE ROTORS 100-211	60-072059	295.56
103319		MAP AUTOMOTIVE OF PEORIA*	BRAKE ROTORS 100-211	60-072060	180.36
103319		MAP AUTOMOTIVE OF PEORIA*	BRAKE ROTORS 100-211	60-072064	467.34
100-211-533-760			RADIO MAINTENANCE		
51206		RILEY*LINDA	3 RADIO HOLDERS 100-211	2670	116.85
2306		MOYER ELECTRONICS INC*	RPLC BROKEN ANTENNA 100-211	11781	67.45
230		MOYER ELECTRONICS INC*	ANTENNA PARTS 100-211	245767	107.65
230		MOYER ELECTRONICS INC*	MIKE 100-211	245770	80.00
230		MOYER ELECTRONICS INC*	MIKE & ANTENNA PARTS 100-211	245772	149.95
1265		RAGAN COMMUNICATIONS INC*	RPLC RADIO ANTENNA 100-211	15044	111.95

SHERIFF 100-211

Comty Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
2184	RAY O'HERRON CO INC*	1570064-IN	2,029.70
2184	RAY O'HERRON CO INC*	1601957-IN	2,236.34
85053	E & S COMMUNICATONS INC*	15-620	226.25
85053	E & S COMMUNICATONS INC*	15-861	187.50
85053	E & S COMMUNICATONS INC*	15-863	35.96
85053	E & S COMMUNICATONS INC*	15-902	37.50
85053	E & S COMMUNICATONS INC*	15-909	271.65
100-211-533-960	MERIT COMMISSION		
63002	CAMPION BARROW & ASSOCIATES*	14913	415.00
82236	TERRENCE G MCCANN*	TAZ151211-1	150.00
82236	TERRENCE G MCCANN*	TAZ151214-1	150.00
100-211-533-991	MEG UNIT		
233	MULTI-COUNTY NARCOTICS ENFORCEMENT 2ND HALF FY15/16 100-211	127638	5,441.19
TOTAL:			<u>91,531.98</u>

Comty Vend-No	Vend-Name	Invoice-Numb	Expense-Amount	CHECK#	DATE
100-211-544-300	SQUAD CARS				
318	VELDE FORD SALES INC	2012 EXPEDITION 100-211	19,990.00	5622	12/31/15
100-56	MILES CHEVROLET	2016 TAHOE SQUAD 100-211	38,120.00	5630	1/8/16

MANUAL TOTAL: 58,110.00  
GRAND TOTAL: 149,641.98



TAZEWELL COUNTY  
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Comty Vend-No	EMA 100-213 Vend-Name		Invoice-Numb	Expense-Amount
100-213-522-100	GASOLINE			
17631	TAZEWELL COUNTY HIGHWAY*	DEC 15 EMA FUEL 100-213	81228	75.35
18504	COOK*DAWN M	EMA FUEL 100-213	18504-0116A	19.00
100-213-533-201	COMMUNICATIONS/DIRECT TV			
1266	RAGAN COMMUNICATIONS INC*	MO SMR SVC 100-213	15126	52.88
100-213-533-300	MILEAGE			
18504	COOK*DAWN M	DEC 15 MILEAGE 100-213	18504-0116B	141.45
100-213-533-620	GAS & ELECTRIC			
7	AMEREN ILLINOIS*	EMA 100-213	3468814495-0116	182.81
7	AMEREN ILLINOIS*	SHERIFF REAR UNIT 100-213	5064963774-0116	330.85
7	AMEREN ILLINOIS*	EMA 100-213	5918993212-0116	148.87
7	AMEREN ILLINOIS*	EMA 100-213	8964336175-0116	59.00
84567	NOBLE AMERICAS ENERGY SOLUTIONS*	EMA ENERGY 100-213	160040005153819	247.18
100-213-533-700	VEHICLE MAINTENANCE			
87001	COLLETT*BRYAN A	OIL CHANGE BLAZER 100-213	21679	31.89
100-213-533-740	PUBLIC AWARENESS CAMPAIGN			
18504	COOK*DAWN M	WORKSHOP EXERCISE 100-213	18504-0116	93.50
100-213-533-750	HMEP LEPC GRANT			
105034	CHANEY TECHNOLOGY SERVICES LLC*	TECH SUPPORT 100-213	286	2,040.00
100-213-544-001	MISC EQUIPMENT			
92998	ZUERCHER*JERRY C	REIMB ANEMOMETER 100-213	92996-0116	108.75

TOTAL: 3,531.53

TAZEWELL COUNTY  
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Comty COURT SECURITY 100-214  
 Vend-No Vend-Name

	Invoice-Numb	Expense-Amount
100-214-533-000		
1265 RAGAN COMMUNICATIONS INC*		
20394 MOYER ELECTRONICS INC*		
64141 TAZEWELL COUNTY ETSB*		
	CONTRACTUAL SERVICE	
	JAN 16 RADIO SVC CONTR 100-214 15119	1,395.55
	DEC 15 RADIO SVC CONTR 100-214 245785	240.00
	40 VERIZON AIR CARDS 100-214 2016VZWTCSO	18,240.00
	<b>TOTAL:</b>	<u>19,875.55</u>

TAZEWELL COUNTY  
 Claims Docket  
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PROBATION UPGRADE 100--230

Comty	Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
	100-230-522-010	OFFICE SUPPLIES		
	18465	STAPLES ADVANTAGE*	3286508785	39.77
	18465	STAPLES ADVANTAGE*	3287182058	6.09
	100-230-522-100	GASOLINE/OIL		
	17661	TAZEWELL COUNTY HIGHWAY*	81227	38.86
	100-230-533-000	CONTRACTUAL SERVICE		
	77755	AAA CERTIFIED CONFIDENT SECURITY*	59050	128.52
	78661	CITYLINK*	14383	500.00
	102744	VISA*	0424-0116A	15.70
	105820	ANTOSCH*SHEILA M	105520-0116	140.00
	100-230-533-080	WORK RELEASE/ELECTRONIC MON		
	90624	CAM SYSTEMS*	150870	514.75
	100-230-533-180	MEDICAL SERVICES		
	10816	PEORIA COUNTY JUVENILE DETENTION*	10816-0116A	120.00
	66275	MIDWEST COUNSELING SERVICES*	101415	600.00
	105881	SIEMENS HEALTHCARE DIAGNOSTICS*	973936009	237.00
	100-230-533-220	T/PCCC		
	12685	RAGAN COMMUNICATIONS INC*	15117	470.08
	100-230-533-700	VEHICLE MAINTENANCE		
	2281	RAY DENNISON CHEVROLET INC*	CTCS419115	41.43
	2281	RAY DENNISON CHEVROLET INC*	CVCS418492	415.38
	90239	FIRESTONE*	167490	459.20
	100-230-533-910	TRAINING		
	2015	MARTIN*SCHAD	207-0116	103.50
	16581	IPCSA*	DUES-2016	750.00
	87603	CATES*JAMIE	87003-0116	103.50
	93493	WIKER*ASHLEY N	93493-0116	127.50
	99401	HALE*RAEGAN	99401-0116	103.50
	102444	VISA*	0424-0116B	337.20
	102444	VISA*	0424-0116C	337.20
	102444	VISA*	0424-0116D	337.20

TAZEWELL COUNTY  
 Claims Docket  
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Comty	Vend-No	Vend-Name	PROBATION UPGRADE 100-230	Invoice-Numb	Expense-Amount
	102444	VISA*	AIRFARE INS 100-230	0424-0116E	60.39
100-230-533-979	1218	CENTER FOR PREVENTION OF ABUSE*	CTR FOR PREVENTION OF ABUSE		
			12-15 DV PROGRAM 100-230	1218-0116	3,076.72
100230-544-000	87	SEICO INC*	COMPUTER HARDWARE/SOFTWARE		
			12-15 GLOBAL TRACKING 100-230	7002	231.00
			1/16 GLOBAL TRACKING 100-230	7003	231.00
350	7311	SOLUTION SPECIALTIES INC*	NTWRK MAINT/UPDATE 100-230	175253315310496	184.68
		VERIZON WIRELESS*	INTNT TBLT/LPTP 100-230	9757505470	117.54
100230-544-001	102444	VISA*	MISC EQUIPMENT		
			FILE CABINET 100-230	0424-0116	128.96
103868		LINCOLN OFFICE LLC*	2 FILE CABINETS 100-230	2457	1,510.58
100230-544-002	218	RAY O'HERRON CO INC*	OFFICER SAFETY EQUIPMENT		
			OFFICER JACKETS 100-230	1566305-IN	1,155.95
			OFFICER JACKETS 100-230	1567362-IN	1,052.75
82184		HORTON*CYNTHIA L	LOGO ON JACKETS 100-230	14907	183.50
TOTAL:					13,859.45

TAZEWELL COUNTY  
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Comty	COURT SERVICES	100-231	Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
100-231	PEORIA COUNTY JUVENILE DETENTION*	10816	10816-0116	14,490.00		
100-231	DETENTION					
100-231	PRIVATE HOMES & INSTITUTIONS					
20688	12/15 JV PLCMNT 100-231		151283	9,075.25		
93950	ABC COUNSELING & FAMILY SVCS*		93950-0116	6,480.00		
93950	ABC COUNSELING & FAMILY SVCS*		93950-0116A	5,500.00		
93950	ABC COUNSELING & FAMILY SVCS*		93950-0116B	2,610.00		
102349	OGLE COUNTY DEPENDANT CHILDREN FUN		102349-0116	1,955.00		
TOTAL:						40,110.25

Claims Docket  
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Comty	Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
		<b>CORONER 100-252</b>		
100-252-522-100	17631	TAZEWELL COUNTY HIGHWAY* GASOLINE	81232	76.35
100-252-533-020		PATHOLOGY EXPENSE		
95122		DENTON MD*J SCOTT AUTOPSY FINAL REPORT 100-252	15-11-30	895.00
95122		DENTON MD*J SCOTT AUTOPSY/FINAL REPORT 100-252	15-12-07	895.00
95122		DENTON MD*J SCOTT AUTOPSY/REPORT 100-252	15-12-26	895.00
96777		AMANDA J YOUMANS DO INC* AUTOPSY FINAL REPORT 100-252	15-11-16	895.00
96777		AMANDA J YOUMANS DO INC* AUTOPSY FINAL REPORT 100-252	15-11-18	895.00
96777		AMANDA J YOUMANS DO INC* AUTOPSY FINAL REPORT 100-252	15-11-21	895.00
96777		AMANDA J YOUMANS DO INC* AUTOPSY/FINAL REPORT 100-252	15-12-05	895.00
99662		SKINNER*STEVEN W ASSISTANT 100-252	15-229	150.00
99662		SKINNER*STEVEN W AUTOPSY ASSIST 100-252	15-240	300.00
99668		FOX*PATRICK W ASSIST. AUTOPSY 100-252	1236	150.00
100-252-533-021		TOXICOLOGY LAB EXPENSE		
100-252-533-021		NOV BILLING 100-252	147960	925.00
100-252-533-022		MORGUE USE EXPENSE		
99444		OFFICE OF PEORIA COUNTY CORONER* AUTOPSY 100-252	15-12-22	150.00
99444		OFFICE OF PEORIA COUNTY CORONER* AUTOPSY 100-252	15-12-26	150.00
99444		OFFICE OF PEORIA COUNTY CORONER* DEC 15 MORGUE USE 100-252	15-12-27	150.00
99444		OFFICE OF PEORIA COUNTY CORONER* AUTOPSY MORGUE 100-252	15/12/05	150.00
99444		OFFICE OF PEORIA COUNTY CORONER* AUTOPSY MORGUE 100-252	15/12/07	150.00
100-252-533-300		MILEAGE		
10514		SCHULTZ*BRUCE 2015 SCENE CALLS 100-252	105514-0116	75.90
10530		DICKERSON*LIZA MILEAGE SCENE CALLS 100-252	105930-0116	112.70
100-252-533-370		BODY REMOVAL		
99446		MORGAN-JONES MORTUARY SVCS* DEC BODY REMOVAL 100-252	2007	1,600.00
100-252-533-450		INDIGENT BURIAL		
99446		MORGAN-JONES MORTUARY SVCS* INDIGENT DEATH ALLAN 100-252	1894	495.00
<b>TOTAL:</b>				<b>10,899.95</b>

TAZEWELL COUNTY

Claims Docket  
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Comty Vend-No	COURTS 100-800 Vend-Name	Invoice-Numb	Expense-Amount
100-800-522-010	OFFICE SUPPLIES		
20	WILL HARMS COMPANY INC.*	33997	22.05
76	CALENDAR 104 100-800	1447952-0116	56.30
4532	WATER 100-800	9733120905	214.59
4532	COMPUTER STAND CR202 100-800	9733302016	139.99
4532	STAPLES CREDIT PLAN*		
4532	STAPLES CREDIT PLAN*		
100-800-533-120	ATTORNEY FEES		
5977	PEKIN TROPHY HOUSE & ENGRAVED GIFT	180710	46.50
1010	SCHNUCKS*	804056	49.50
75426	SMITH*MARY E	574952	60.00
92955	HAYES & SARFF LLP*	14-F-53	993.75
99688	LYNCH ESQ*PETER J	11JA103/12JA58 APPEAL 100-800	2,500.00
100-800-533-140	COURT REPORTING FEES		
65063	15 JD 134 (12/3/15) 100-800	15-JD-134	48.00
100-800-533-170	WITNESS FEES		
2488	ZAVALA*CATALINA	15 TR 23044 (12/29/15) 100-800	65.00
16326	CANNON*TINA	15 OP 1020 (12/30/15) 100-800	130.00
89099	KINSEL*MISSY	INTERPRETER 100-800	212.80
100-800-533-180	TESTING FEES		
99445	UICOMP DEPARTMENT OF PSYCHIATRY*	153	825.00
99445	UICOMP DEPARTMENT OF PSYCHIATRY*	RF 1420	577.50
100-800-544-000	MISC. EQUIPMENT		
83	TAYLOR*CHARLES	19049	180.00
9702	GEORGE O PASQUEL CO*	1081718	23.75

TOTAL: 6,144.73



Comty COUNTY GENERAL 100-913

Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
100-913-522-010	OFFICE SUPPLIES		
734	QUILL CORPORATION*	1101977	529.99
734	QUILL CORPORATION*	1214590	210.50
734	QUILL CORPORATION*	1270939	49.20
734	QUILL CORPORATION*	1286243	122.51
734	QUILL CORPORATION*	1446151	228.60
734	QUILL CORPORATION*	1758335	112.28
734	QUILL CORPORATION*	1838781	189.85
734	QUILL CORPORATION*	2074402	177.36
734	QUILL CORPORATION*	2162152	56.36
734	QUILL CORPORATION*	9989160	91.67
734	QUILL CORPORATION*	9732512914	77.86
4532	STAPLES CREDIT PLAN*	3288420483	99.39
1845	STAPLES ADVANTAGE*	3288420490	52.74
1845	STAPLES ADVANTAGE*		
100-913-522-300	COMPUTER SUPPLIES		
734	QUILL CORPORATION*	1800365	465.14
734	QUILL CORPORATION*	1838886	306.95
734	QUILL CORPORATION*	1864034	79.16
734	QUILL CORPORATION*	2131408	509.10
4532	STAPLES CREDIT PLAN*	9732325940	548.93
1845	STAPLES ADVANTAGE*	3287400009	129.56
9446	INDEPENDENT STATIONERS*	IN-579779	57.45
100-913-533-010	COMPUTER CONTRACT		
711	MANATRON*	INVCO53560	3,665.00
9464	COMMUNICATION REVOLVING FUND*	T1615231	168.00
9340	COMCAST CABLE*	0047517-0116	1.99
9340	COMCAST CABLE*	0294366-0116	31.67
100588	ITV3- INC*	12/26-1/25 FIBER OPTIC 100-913 1106559-1	2,759.55
100-913-533-210	POSTAGE		
70875	UNITED STATES POSTAL SERVICE*	70675-0116	5,704.00
100-913-533-910	EDUCATION/TRAVEL/TRAINING		
2183	UNIVERSITY OF ILLINOIS*	UPIN7951	3,278.00
2183	UNIVERSITY OF ILLINOIS*	UPIN7973	414.00
11706	PUBLIC AGENCY TRAINING COUNCIL*	ARMORER CLASS SHERIFF 100-913 200951	950.00

Proceedings from the Tax and Finance County Board meeting held on this 27th day of January 2016

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Comty COUNTY GENERAL 100-913

Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
70738	VISA*	9907-0116A	363.16
70738	VISA*	9907-0116C	503.08
100425	VISA*	6523-0116	850.00
104469	VISA*	4988-0116C	488.75
TECHNOLOGY UPGRADES			
109-913-544-000			
62557	CDW GOVERNMENT INC*	BMS8859	249.99
62557	CDW GOVERNMENT INC*	BNS7817	342.21
62557	CDW GOVERNMENT INC*	BPB5517	223.75
62557	CDW GOVERNMENT INC*	BPF1360	17.03
102775	SHI INTERNATIONAL CORP*	B04337325	1,590.00
102775	SHI INTERNATIONAL CORP*	B04391178	551.00
102775	SHI INTERNATIONAL CORP*	B04394293	172.89
102775	SHI INTERNATIONAL CORP*	B04426503	2,162.00
102775	SHI INTERNATIONAL CORP*	B04432568	168.00
SOFTWARE/LICENSES			
109-913-544-002			
62557	CDW GOVERNMENT INC*	BIM6843	900.00

TOTAL: 29,648.67

100-913-533-910 EDUCATION/TRAVEL/TRAINING

188	BRAD POTTS	2 WEEK PER DIEM SHERIFF 100-913	594.00	CHECK# 5609	12/18/15
4274	IL PROPERTY ASMNT INS	2 CLASSES ASMNT 100-913	600.00	CHECK# 5623	12/31/15
67265	DANNY BONNETTE	CONF MEALS CORONER 100-913	273.00	CHECK# 5621	12/31/15
97338	SARAH SCHRYER	REIMB AIRFARE/HOTEL/CLASS ATNY 100-913	1,919.80	CHECK# 5620	12/31/15
97338	SARAH SCHRYER	CONF PER DIEM ST ATNY 100-913	288.00	CHECK# 5631	1/8/16

MANUAL TOTAL: 3,674.80

GRAND TOTAL: 33,323.47

Claims Docket  
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HWY/LEVIED FUND 202-311

Comty	HWY/LEVIED FUND 202-311	Vend-No	Vend-Name	OFFICE SUPPLIES	Invoice-Numb	Expense-Amount
202-311-522-010				OFFICE SUPPLIES		
20547	STAPLES CREDIT PLAN*			CALENDARS 202-311	9732589874	85.73
20547	STAPLES CREDIT PLAN*			OFFICE SUPPLIES 202-311	9732625686	25.25
20837	J P COOKE CO*			STAMPERS 202-311	374614	117.87
202-311-522-100				FUEL		
20695	AG-LAND FS INC*			FUEL 202-311	21348	11,705.91
20645	YODER OIL INC*			FUEL 202-311	30931	11,549.94
202-311-522-140				DUES & SUBSCRIPTIONS		
20685	IACE*			ANNUAL DUES 202-311	1104727	1,128.20
202-311-522-720				MAINTENANCE MATERIALS		
20631	LAWSON PRODUCTS INC*			SHOP SUPPLIES 202-311	9303746788	1,071.97
20631	LAWSON PRODUCTS INC*			SHOP SUPPLIES 202-311	9303760255	258.71
20631	LAWSON PRODUCTS INC*			SHOP SUPPLIES 202-311	9303776410	321.24
20641	PRAXAIR DISTRIBUTION INC-465*			CYLINDERS 202-311	54372330	26.62
20641	PRAXAIR DISTRIBUTION INC-465*			CYLINDERS 202-311	54502292	24.25
20641	PRAXAIR DISTRIBUTION INC-465*			CYLINDERS 202-311	54584246	26.05
20664	SENTRY SAFETY SUPPLY INC*			SAFETY GLASSES 202-311	0198014-IN	88.44
20667	COMET SUPPLY INC*			COOLANT 202-311	93518B	484.55
20632	HAGERTY INDUSTRIAL SUPPLY*			GROUND THREAD 202-311	5216401	23.84
20632	HAGERTY INDUSTRIAL SUPPLY*			SHOP SUPPLIES 202-311	5219212	156.16
20632	HAGERTY INDUSTRIAL SUPPLY*			SHOP SUPPLIES 202-311	5220359	82.39
20664	MENARDS*			TORCH,BUTANE 202-311	26168	16.80
20664	MENARDS*			MIX,TROWEL 202-311	26408	17.07
20664	MENARDS*			SHOP SUPPLIES 202-311	26881	22.89
20664	MENARDS*			BAGS 202-311	26978	19.96
20664	MENARDS*			WTR SOFTENER CUBES 202-311	27156	219.88
20664	MENARDS*			2 STEP ALUMINUM 202-311	27366	19.97
20664	MENARDS*			CHAIN BOX HARDWARE 202-311	27497	26.57
20664	MENARDS*			TAPE,PLIERS 202-311	27572	33.97
20434	CCP INDUSTRIES INC*			RAGS 202-311	IN01598415	446.49
20555	CARQUEST AUTO PARTS*			SHOP SUPPLIES 202-311	6607-155090	40.50
20696	SAFETYLINE*			PARKAS 202-311	28073	406.21
20718	PURITAN SPRINGS*			MO SVC 202-311	1241231-1215	54.25
20887	THE OFFICE DEALER LLC*			DAILY LOGS 202-311	5186100	562.65

202-311-533-150 ENGINEERING CONSULTANT

Comty HWY/LEVIED FUND 202-311

Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
20372	HLR*	20151324	1,872.00
MANITO EMGC INSP 202-311			
BUILDING MAINTENANCE			
202-311-533-720	AMEREN ILLINOIS*	58007-1115	2,402.06
20013	AMEREN ILLINOIS*	58007-1215	3,106.40
20013	FRANTZ & COMPANY INC*	125869	50.00
20017	FRANTZ & COMPANY INC*	126333	50.00
20070	AT&T*	9255532-0116	140.93
20073	GARBER HEATING & AIR CONDITION*	100968	1,529.47
20077	ILLINOIS AMERICAN WATER COMPANY*	542783-1215	30.73
20077	ILLINOIS AMERICAN WATER COMPANY*	81427-1215	53.00
20077	ILLINOIS AMERICAN WATER COMPANY*	81458-1215	32.46
20077	ILLINOIS AMERICAN WATER COMPANY*	81489-1215	43.15
20077	ILLINOIS AMERICAN WATER COMPANY*	925332-0116	251.67
20078	FRONTIER*	151215-1	1,653.65
20097	FIREFIGHTERS*	116	500.00
20097	SCOTT*STEPHEN	153350005058072	240.40
20098	NOBLE AMERICAS ENERGY SOLUTIONS*	160040005153822	298.16
20098	NOBLE AMERICAS ENERGY SOLUTIONS*	1451000-1215	50.00
20093	AMERICAN PEST CONTROL INC*	279370	72.80
20097	X WASTE INC*	122015	250.00
20081	PEKIN ROOTERMATIC INC*		
EQUIPMENT MAINTENANCE			
202-311-533-730	FORCE AMERICA DISTRIBUTING LLC*	IN001-1007819	427.14
20016	FORCE AMERICA DISTRIBUTING LLC*	IN001-1011333	594.65
20016	FORCE AMERICA DISTRIBUTING LLC*	75007	673.08
20029	KOENIG BODY & EQUIPMENT INC*	75371	1,369.81
20029	KOENIG BODY & EQUIPMENT INC*	75511	298.14
20029	KOENIG BODY & EQUIPMENT INC*	75542	235.89
20029	KOENIG BODY & EQUIPMENT INC*	851877	5,014.20
20062	TOMMY HOUSE TIRE CO*	851964	5,454.12
20062	TOMMY HOUSE TIRE CO*	100018-IN	694.40
20081	ILLINOIS OIL MARKETING EQUIP INC*	100230-IN	416.00
20081	ILLINOIS OIL MARKETING EQUIP INC*	101013-IN	7.23
20081	ILLINOIS OIL MARKETING EQUIP INC*	101111-IN	656.03
20081	ILLINOIS OIL MARKETING EQUIP INC*	PC020404266	61.10
20267	ALTORFER INC*	28813	13.08
20364	MENARDS*	6607-154724	121.83
20364	MENARDS*	13284	39.00
20355	CARQUEST AUTO PARTS*		
20355	CARQUEST AUTO PARTS*		
20724	PENCE'S AG REPAIR INC*		
20724	PENCE'S AG REPAIR INC*		

TAZEWELL COUNTY  
 Claims Docket  
 Expenditure Accounts

Comty	Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
		<b>HWY/LEVIED FUND 202-311</b>		
20724		PENCE'S AG REPAIR INC*	13286	39.00
20726		CIT GROUP INC*	MI24796	49.30
20726		CIT GROUP INC*	MI25662	52.60
20726		CIT GROUP INC*	MI25749	79.42
20813		JOE'S TOWING & RECOVERY*	391544	325.00
20813		JOE'S TOWING & RECOVERY*	391545	375.00
20813		SNODEPOT*	206790	1,040.00
202-311-533-740		HIGHWAY MAINTENANCE		
20013		VERIZON WIRELESS*	9757320006	538.93
202-311-544-000		NEW EQUIPMENT		
20495		CATERPILLAR FINANCIAL SERV CORP*	116	376.45
202-311-544-001		TECH EQUIPMENT		
20905		BRADFIELD'S COMPUTER SUPPLY INC*	495882	320.00
20905		BRADFIELD'S COMPUTER SUPPLY INC*	496270	450.00
202-311-544-110		ROAD IMPROVEMENT		
20082		MIDWEST CONSTRUCTION SERVICES INC* CARSONITE MARKERS 202-311	1501505	1,306.00
20082		MIDWEST CONSTRUCTION SERVICES INC* SIGN BRACKETS 202-311	1501509	153.46
20084		MENARDS*	25453	13.88
20084		SNI SOLUTIONS*	135435	2,700.00
20762		QPR*	12926986	124.20
20762		QPR*	12931483	136.85
20762		QPR*	12956126	111.55
20719		THE TRAFFIC SIGN STORE*	T17502	296.00
20815		SCIORTINO*JESI	JS116	47.68
202-311-544-120		DEBT SERVICES - INTEREST		
20690		CATERPILLAR FINANCIAL SVC CORP*	950 INT 17	407.94
202-311-544-125		DEBT SERVICES- PRINCIPAL		
20690		CATERPILLAR FINANCIAL SVC CORP*	950 PRNCPL 17	1,656.20
202-311-522-140		DUES/SUBSCRIPTIONS		
20851		IL DEPT OF AG	2015 ANNUAL FEE/WILLIAMS 202-311	20.00 CHECK# 5624 12/31/15
20851		IL DEPT OF AG	2015 ANNUAL FEE/MARTIN 202-311	20.00 CHECK# 5625 12/31/15
TOTAL:				68,366.37
MANUAL TOTAL:				40.00
GRAND TOTAL:				68,406.37

Claims Docket  
Expenditure Accounts

Comty MOTOR FUEL TAX FUND 203-311  
Vend-No Vend-Name

Invoice-Numb Expense-Amount

203-311-533-740	HIGHWAY MAINTENANCE		
20663	CARGILL INC*	15-00000-04-GM/SALT 203-311	2902563421
			3,555.49

TOTAL: 3,555.49

TAZEWELL COUNTY  
Claims Docket  
Expenditure Accounts

Comty BRIDGE FUND/LEVIED FUND 205-311

Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
205-311-533-150	ENGINEER CONSULTANT		
20372	HLR* 07-00010-12-ES/MANITO	205-311 20151365	8,240.15
205-311-544-100	BRIDGE CONSTRUCTION		
20895	AG-LAND FS INC* 15-06120-00-DR/ELM GRV	205-311 121759	82.50
20811	MIDSTATE ASPHALT REPAIR INC* 15-06120-00-DR/ELM GRV	205-311 42396	1,039.25
TOTAL:			<u>9,361.90</u>

Comty 206-311-544-110 MATCHING TAX FUND/LEVIED 206-311  
Vend-No Vend-Name

Invoice-Numb Expense-Amount

206-311-544-110	ROAD IMPROVEMENT		
20808	CENTRAL LANDSCAPING*	15-00095-00-DR/96DR 206-311 6888	8,170.00
20988	BEAIRD TRANSPORT INC*	15-00098-00-DR/RED SHL 206-311 10834	7,596.14

TOTAL: 15,766.14



Claims Docket  
Expenditure Accounts

Comty Vend-No	Vets Vend-Name	Telephone	Invoice-Numb	Expense-Amount
208-422-533-200	CENTURYLINK*	LONG DISTANCE 208-422	304006043-0116	106.23
208-422-533-210	POSTAGE	DEC 15 POSTAGE 208-422	70675-0116B	20.00
208-422-533-300	MILEAGE	DEC 15 MILEAGE 208-422	38-0116	345.00
208-422-533-450	INDIGENT BURIAL	CREMATORY FEE 208-422	15517	750.00
7533	PRESTON-HANLEY*	FUNERAL SVC 208-422	753-0116	750.00
7533	PRESTON-HANLEY FUNERAL HOME LLC*	CREMATION 208-422	747	900.00
13222	HAENSEL FUNERAL HOME*			
208-422-533-970	EMERGENCY ASSISTANCE			
2777	STROPES REAL ESTATE & INVESTMENTS	PARTIAL RENT ASSIST 208-422	20743	210.00
2777	STROPES REAL ESTATE & INVESTMENTS	PARTIAL RENT ASSIST 208-422	20758	330.00
62786	HENDRIX*JOE E	PARTIAL RENT ASSIST 208-422	20744	210.00
71442	DRAFFEN*PHILLIP J	PARTIAL RENT ASSIST 208-422	20737	330.00
72175	VISTA VILLA APARTMENTS*	PARTIAL RENT ASSIST 208-422	20741	210.00
79335	BRADLEY*SUE	PARTIAL RENT ASSIST 208-422	20746	330.00
81649	FREEMAN*JOHN	PARTIAL RENTAL ASSIST 208-422	20762	210.00
82981	KRUMHOLZ*JOAN & BILL	PARTIAL RENT ASSIST 208-422	20757	250.00
82981	KRUMHOLZ*JOAN & BILL	PARTIAL RENTAL ASSIST 208-422	20760	210.00
87627	UPPOLE*GARY L	PARTIAL RENT ASSIST 208-422	20752	330.00
90223	MAUE & BRIAN LOUGH*DARRIN	PARTIAL RENT ASSIST 208-422	20751	330.00
92321	TEMPLE*VICTOR & LORI	PARTIAL RENT ASSIST 208-422	20745	210.00
92321	SHELBY*KEVIN	PARTIAL RENT ASSIST 208-422	20750	330.00
101910	HANCOCK*TRAVIS	PARTIAL RENT ASSIST 208-422	20755	210.00
101990	HICKMAN*DAVE	PARTIAL RENT ASSIST 208-422	20739	210.00
103026	BECKHAM*BRIAN	PARTIAL RENT ASSIST 208-422	20747	250.00
103026	BECKHAM*BRIAN	PARTIAL RENT ASSIST 208-422	20761	210.00
103844	BEACH*LILLIAN D	PARTIAL RENT ASSIST 208-422	20753	330.00
104120	DAUGHERTY*ROBERT	PARTIAL RENT ASSIST 208-422	20742	330.00
105389	GRESHAM*DELORES & GARY	PARTIAL RENT ASSIST 208-422	20740	210.00
105746	S & S PROPERTY MANAGEMENT OF PEORI	PARTIAL RENT ASSIST 208-422	20738	210.00
105746	S & S PROPERTY MANAGEMENT OF PEORI	PARTIAL RENT ASSIST 208-422	20759	330.00
105751	HOLCOMB*LOLA & GARY	PARTIAL RENT ASSIST 208-422	20754	210.00

TAZEWELL COUNTY  
 Claims Docket  
 Expenditure Accounts

Comty	Vets	Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
	208-422				
105752			MAY HILL PROPERTY MANAGEMENT INC*	20749	330.00
105828			CEDAR RIDGE VILLAGE INC*	20748	330.00
105933			ABERLE*TIMOTHY J	20756	330.00
				TOTAL:	<u>9,851.23</u>

TAZEWELL COUNTY  
 Claims Docket  
 Expenditure Accounts

Comty	Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
		ANIMAL CONTROL 211-411		
211-411	522-010	OFFICE SUPPLIES		
734	QUILL CORPORATION*	FILE FOLDERS 211-411	1797932	15.96
1257	ANIMAL CONTROL PETTY CASH*	BINDER RINGS 211-411	1257-0116	11.37
211-411	522-020	DUES/CERTIFICATIONS		
78288	COUNTY ANIMAL CONTROLS OF IL*	RENEW MEMBERSHIP 211-411	2016 DUES	50.00
211-411	522-040	FEED		
1257	ANIMAL CONTROL PETTY CASH*	PIG FOOD 211-411	1257-0116A	14.99
211-411	522-050	MEDICAL SUPPLIES		
12338	MWI VETERINARY SUPPLY CO*	NEEDLES 211-411	2346457	71.98
105918	ZOETIS US LLC*	CAT VAC/FELV TESTS 211-411	9001041474	371.75
105918	ZOETIS US LLC*	ANTIBIOTICS 211-411	9001206222	162.00
211-411	522-090	MAINTENANCE SUPPLIES		
5	ATLAS SUPPLY COMPANY*	MAINT SUPPLIES 211-411	168022	1,030.55
80	MENARDS*	FURNACE FILTER/CAULK 211-411	29227	65.86
1257	ANIMAL CONTROL PETTY CASH*	SCOOPER 211-411	1257-0116B	30.99
211-411	522-100	GASOLINE		
17611	TAZEWELL COUNTY HIGHWAY*	DEC FUEL 211-411	81226	504.25
211-411	533-160	VETERINARIAN OFFICE SERVICE		
210	HERM*DR ART	DEC MO SVC 211-411	210-0116	1,871.17
211-411	533-200	TELEPHONE		
222	FRONTIER*	12/13-1/12 PHONE/FAX 211-411	9253370-0116	206.78
211-411	533-202	CELLULAR TELEPHONE		
7311	VERIZON WIRELESS*	12/2-1/1 CELL. PHONE 211-411	9758066438	138.27
211-411	533-210	POSTAGE		
70695	UNITED STATES POSTAL SERVICE*	DEC 15 POSTAGE 211-411	70675-0116A	1,082.00
211-411	533-300	MILEAGE		
102776	SANDERS*RYAN	DEC MILEAGE 211-411	102776-0116	28.75
211-411	533-600	GAS, ELECTRIC & WATER		

Proceedings from the Tazewell County Board meeting held this 27th day of January, 2017

Claims Docket  
 Expenditure Accounts

Comty ANIMAL CONTROL 211-411

Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
7	AMEREN ILLINOIS*	5201369932-0116	385.93
76	PURITAN SPRINGS WATER*	1233147-0116	15.55
219	ILLINOIS AMERICAN WATER COMPANY*	1081540-0116	60.65
88949	NOBLE AMERICAS ENERGY SOLUTIONS*	160040005153818	232.28
211411-5333-660	GARBAGE COLLECTION		
6648	X WASTE INC*	279369	125.66
211411-5333-700	VEHICLE MAINTENANCE		
79225	O'REILLY AUTO PARTS*	1262-476880	45.58
79225	O'REILLY AUTO PARTS*	1262-477685	29.99
211411-5333-720	BUILDING & GROUNDS MAINTENANCE		
9	MARKLEY'S PEST ELIMINATION SVCS IN PEST SVC 211-411	255772	40.00
88110	G & K SERVICES*	1018308197	59.98
211411-5333-983	SPAY/NEUTER ASST. PROGRAM		
213	PEKIN ANIMAL HOSPITAL LTD*	213-0116	201.86
627	JESS*JOEL H	266521	298.95
627	JESS*JOEL H	266857	298.95
627	JESS*JOEL H	267214	262.95
627	JESS*JOEL H	270198	225.70
211411-5333-984	TAZ CO VET ASSN		
10428	TAZEWELL COUNTY VET MEDICAL ASSOC* DEC 15 SPAY/NEUTERS 211-411	DEC15	480.00
211411-544-000	NEW EQUIPMENT		
10523	WRIGHT AUTOMOTIVE INC		
	NEW TRUCK 211-411		
TOTAL:			8,420.70
			16,373.00 CHECK# 5629 1/8/16

GRAND TOTAL: 24,793.70

A20300

TAZEWELL COUNTY

Claims Docket  
 Expenditure Accounts

Comty HEALTH INTERNAL SVC 249-914  
 Vend-No Vend-Name

Invoice-Numb	Expense-Amount
249-914-533-101	
104361 IPMG EBS*	
104361 IPMG EBS*	
104361 IPMG EBS*	
249-914-533-104	
94356 CHESTNUT GLOBAL PARTNERS*	
249-914-533-533	
10774 SYMETRA LIFE INSURANCE COMPANY*	
249-914-533-534	
10774 SYMETRA LIFE INSURANCE COMPANY*	
249-914-533-535	
10855 LINA*	
249-914-533-611	
104361 IPMG EBS*	
249-914-533-612	
104361 IPMG EBS*	
249-914-533-613	
104361 IPMG EBS*	
TOTAL:	44,003.61

Invoice-Numb	Expense-Amount
104361-0116	5,983.26
104361-0116A	312.40
104361-0116B	401.80
2154	3,225.69
10764-0116	2,229.46
10764-0116A	1,639.62
10825-0116	42.80
104361-0116C	11,089.40
104361-0116D	17,248.78
104361-0116E	1,830.40
TOTAL:	44,003.61

Comty	SOLID WASTE	254-112							
Vend-No	Vend-Name								Expense-Amount
254-112-533-000	ILLINOIS RECYCLING ASSOCIATION*	CONTRACTUAL SERVICE							
50085		2016 MEMBER RENEWAL 254-112	2016 DUES						250.00
254-112-533-001	MIDLAND DAVIS CORP*	RECYCLING							
50070		LANDFILL/HAULING 254-112	242364						300.00
TOTAL:									<u>550.00</u>

Board Recessed at 6:35 P.M. The next meeting will be held on February 24, 2016.

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 James Carius Community Room in the City of Pekin, Illinois on January 27, 2016 at 6:00P.M. 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 27<sup>th</sup> day of January, 2016.