Tazewell County Board

James Carius Community Room
Wednesday, May 29, 2019
David Zimmerman, Chairman of the Board
Tim Neuhauser, Vice-Chairman of the Board

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TAZEWELL COUNTY BOARD

James Carius Community Room
Wednesday, May 29, 2019 - 6:00 p.m.

David Zimmerman - Chairman of the Board
Tim Neuhauser - Vice Chairman of the Board

A. Roll Call

B. Invocation and Pledge of Allegiance

C. Communications from members of the public and county employees

D. Communications from elected and appointed county officials

E. **In-Place Land Use Committee meeting**

F. **In-Place Finance Committee meeting**

G. **In-Place Executive Committee meeting**

H. Approve the minutes of the April 24, 2019 County Board Proceedings

I. Consent Agenda:

Land Use:

LU-19-04 **1.** Amend the Official Zoning Maps of Title XV, Chapter 157
Upon approval of In-Place meeting

Transportation

T-19-12 2. Approve low bid for 18-00010-00BR – Tazewell County – Manito Road – Bridge Joint

T-19-13 3. Approve low bid for 19-00000-04-GM – Tazewell County – Rock Salt

T-19-14 4. Approve low bid for 19-00000-05-GM – Tazewell County – Cape Seal

T-19-15 5. Approve low bid for 19-00000-06-GM – Tazewell County – Bituminous A-1 and A-2

T-19-17 6. Approve low bid 19-01000-01-GM – Boynton Road District – Bituminous A-1

T-19-18 7. Approve low bid 19-03000-01-GM – Deer Creek Road District – Bituminous A-1

T-19-19 8. Approve low bid 19-04000-01-GM – Delavan Road District – Bituminous A-1

T-19-20 9. Approve low bid 19-06000-01-GM – Elm Grove Road District – Bituminous A-1

T-19-21 10. Approve low bid 19-07000-01-GM – Fondulac Road District – HMA

T-19-22 11. Approve low bid 19-09000-01-GM – Hittle Road District – Bituminous A-1

T-19-23 12. Approve low bid 19-10000-04-GM – Hopedale Road District – Bituminous A-1

T-19-24 13. Approve low bid 19-11000-01-GM – Little Mackinaw Road District – Bituminous A-1

T-19-25 14. Approve low bid 19-13000-01-GM – Malone Road District – Bituminous A-1

T-19-26 15. Approve low bid 19-18000-01-GM – Tremont Road District – Bituminous A-1

T-19-27 16. Approve low bid 19-19000-01-GM – Washington Road District – Bituminous A-1

Property:

P-19-09 17. Approve parking lot paving project at Animal Control

P-19-10 18. Approve a five-year service agreement for copiers

Finance:

F-19-08 19. Approve annual purchase of network and email licensing

F-19-06 20. Approve agreement with Hopedale Medical Complex

F-19-07 21. Approve agreement with UnityPoint Health

F-19-09 22. Approve Circuit Clerk fees

F-19-11 23. Approve untimely mileage reimbursement claim

F-19-10 24. Approve replacement purchase of a squad car funded by Risk Management

F-19-05 **25**. Approve agreement for Abila MIP Fund Accounting software
Upon approval of In-Place meeting

Human Resources:

HR-19-15 26. Approve collective bargaining agreement between the Illinois FOP Labor Council and the Chief Judge of the 10th Judicial Circuit – Court Services Probation Officers

Risk Management:

RM-19-04 27. Approve worker's compensation settlement

Executive:

E-19-95 **28**. Approve increase of the surety bond for EDP Renewables
Upon approval of In-Place meeting

E-19-85 29. Accept the resignation of County Board member, Seth Mingus, and declare vacancy for District 3

E-19-86 30. Approve 2nd quarter investment payment to the Greater Peoria Economic Development Council

E-19-96 31. Approve amendments to the Tazewell County Code of Ordinances – Chapter 94: Water and Sewers

E-19-97 32. Approve amendments to the Tazewell County Code of Ordinances – Chapter 90: Animals

E-19-87 33. Approve the 2019 Legislative Agenda

E-19-88 34. Approve support of SB-1007

Appointments/Reappointments

E-19-77 a. Reappointment of Tim Gottschalk to the Armington Community Fire Protection District
E-19-78 b. Reappointment of Geraldine Shay to the Green Valley Fire Protection District
E-19-83 c. Reappointment of Jeffrey Sinn to the Tremont Fire Protection District
E-19-84 d. Reappointment of Gordon Robertson to the Deer Creek Fire Protection District
E-19-89 e. Reappointment of Richard Karneboge to the Board of Health
E-19-90 f. Reappointment of Lynne Johnson to the Board of Health
E-19-91 g. Reappointment of Patricia Larson to the Board of Health
E-19-92 h. Appointment of Sarah Koscica to the Board of Health
E-19-93 i. Reappointment of J. Peter Ault to the Sheriff's Merit Commission
E-19-94 j. Reappointment of Peter Kalman to the Sheriff's Merit Commission

J. Unfinished Business

K. New Business

L. Review of approved bills

M. Approve the June 2019 calendar

N. Recess to June 26, 2019

COMMITTEE REPORT
LU-19-04

Chairman and Members of the Tazewell County Board:

Your Land Use Committee has considered the following Resolution and recommends it be Adopted by the Board:

_____	_____
_____	_____
_____	_____
_____	_____

R E S O L U T I O N

WHEREAS, the Land Use Committee beg leave to report that they have examined the attached proposed Ordinance to amend the Official Zoning Maps of Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance, and

WHEREAS, said report being made after a public hearing on said proposed Ordinance, and including a findings of fact thereon as provided by law, your said Committee recommends that the report, and finding of fact of said Zoning Board be _____ and the petition for said Rezoning be_____by the County Board.

NOW THEREFORE BE IT RESOLVED, that the County Board approve this resolution;

NOW THEREFORE BE IT FURTHER RESOLVED, that the County Clerk notify Kristal Bachman, the Tazewell County Community Development Administrator of this action.

Adopted this _____ day of _____, 2019.

_____
Tazewell County Board Chairman

ATTEST:

_____
Tazewell County Clerk

**AN ORDINANCE AMENDING TITLE 7,
CHAPTER 1, ZONING-CODE OF TAZEWELL COUNTY
ON PETITION OF BELL ENTERPRISES, INC.**

(Zoning Board Case No. 19-17-Z)

WHEREAS, a petition has been filed with the County Clerk of Tazewell County, Illinois, By Richard Winkler for an Amendment to the Official Zoning Maps of Tazewell County to change the Zoning Classification of property from an A-1 Agriculture Preservation Zoning District to an I-2 Heavy Industrial Zoning District; and

WHEREAS, a public hearing on said application designated as Zoning Board Case No. 19-17-Z as held by the Tazewell County Zoning Board of Appeals on May 7, 2019, following due publication of notice of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to the County Board recommending approval; and

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

1. *The proposed amendment shall not be detrimental to the orderly development of Tazewell County.*

   (POSITIVE) The subject property is in an area identified as "Agriculture Preservation" on the Tazewell County Future Land Use Map. However, the proposed rezoning will result in the expansion of an existing industrial business, the property for which is identified as "Heavy Industrial" on the Map. Therefore, the amendment will not be detrimental to Tazewell County's orderly development.

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

   (POSITIVE) The proposed amendment will immediately result in the modest expansion of an existing industrial business which has operated safely in the area for many years. The subject parcel is located in a largely agricultural area west of Deer Creek, away from most residences. Therefore, the proposed rezoning should not be detrimental to or endanger the public health, safety, morals or general welfare of Tazewell County.

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

(POSITIVE) The subject property is in a largely agricultural area. Expanding the existing I-2 Heavy Industrial zone could allow for a larger, more polluting industrial business to occupy the property in the future. However, the location of the property likely makes it attractive to industrial businesses related to agriculture. Therefore, the request is consistent with nearby uses of property.

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

(POSITIVE) The surrounding area is zoned A-1 Agricultural Preservation. However, the proposed rezoning will expand an existing I-2 Heavy Industrial area. Therefore, the request is consistent with the zoning classifications of property nearby.

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

(POSITIVE) The existing zoning classification, A-1 Agriculture Preservation District, is intended to protect and preserve agricultural uses in the County. Large portions of the subject property are not currently used for agriculture and serve the adjacent industrial use in the form of parking and equipment storage. Therefore, the subject property is not suitable for uses permitted under the existing zoning classification.

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

(POSITIVE) The subject property is of appropriate size and location for uses permitted in the I-2 Heavy Industrial zoning classification.

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

(POSITIVE) Development in the surrounding area is largely nonexistent, save for the industrial businesses adjacent to the subject property. Therefore, the trend of development in the surrounding area is supportive of the proposed rezoning.

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

(POSITIVE) Most of the subject property is not used for agriculture, and therefore is currently vacant as zoned. Rezoning the property I-2 Heavy Industrial will create a definitive boundary between the existing industrial business and surrounding productive agricultural land.

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

(POSITIVE) The subject property is within 1.5 miles of the Village of Deer Creek. The Village of Deer Creek does not have an adopted Comprehensive Plan Therefore, this standard is considered to be met.

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

(POSITIVE) Approval of the proposed rezoning would allow for the expansion of an existing industrial business with the limited loss of productive agriculture land. Therefore, this standard is considered to be met.

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

(POSITIVE) The proposed zoning map amendment is consistent with the following goals, objectives, and policies of the Tazewell County Comprehensive Plan:

- Minimize conflict between land uses.
- Land development occurs in locations that minimize the degradation of natural resources.

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

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

SECTION I. The petition of Bell Enterprises, Inc. for an Amendment to the Official Zoning Maps of Tazewell County to change the Zoning Classification of property from an A-1 Agriculture Preservation Zoning District to an I-2 Heavy Industrial Zoning District for the following described property:

Parcel A:

Current Owner of Property: Bell Family Enterprises, LLC. c/o Douglas Bell, 917 Lake Road, Eureka, Illinois 61530

Current Owners of Bell Family Enterprises, LLC.: Douglas M. Bell, 917 Lake Road, Eureka, Illinois 61530; Mark R. Bell, 29966 Harding Road, PO Box 109, Deer Creek, Illinois 61733; and Renee L. Bell, 1301 North Coronado Street, Los Angeles, California 90026

Currently a Part of P.I.N. 07-07-08-300-001; an approximate 9.89 +/- acre area of an existing 177.06 acre parcel;

and

Parcel B:

Current Owner of Property: Bell Crop Care, Inc., P.O. Box 109, Deer Creek, IL 61733

Current Officers of Bell Crop Care, Inc.: President/Treasurer, Douglas M. Bell, 917 Lake Road, Eureka, Illinois 61530; Secretary, Mark R. Bell, 29966 Harding Road, PO Box 109, Deer Creek, Illinois 61733

Currently a Part of P.I.N. 07-07-08-300-002; an approximate 1.36 +/- acre area of an existing 2.94 acre parcel;

all situated in part of the South half of the Southeast Quarter of Section 8, Township 25 North, Range 2 West of the Third Principal Meridian, Deer Creek Township, Tazewell County, Illinois;

is hereby granted.

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

PASSED AND ADOPTED this _____day of _____, 2019.

Ayes _____ Nays _____ Absent _____

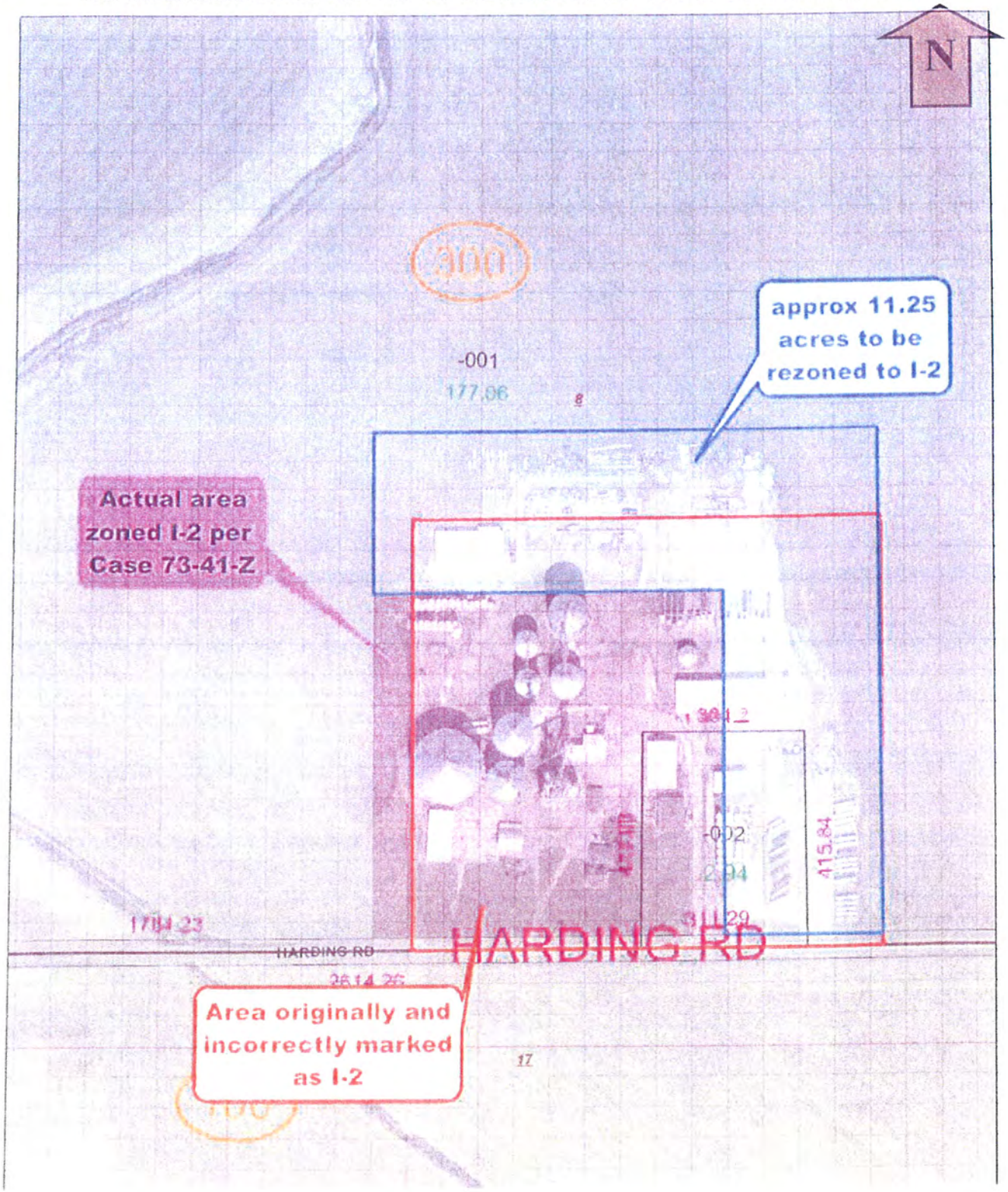
_____
Chairman, County Board
Tazewell County, Illinois

ATTEST:

_____
County Clerk
Tazewell County, Illinois

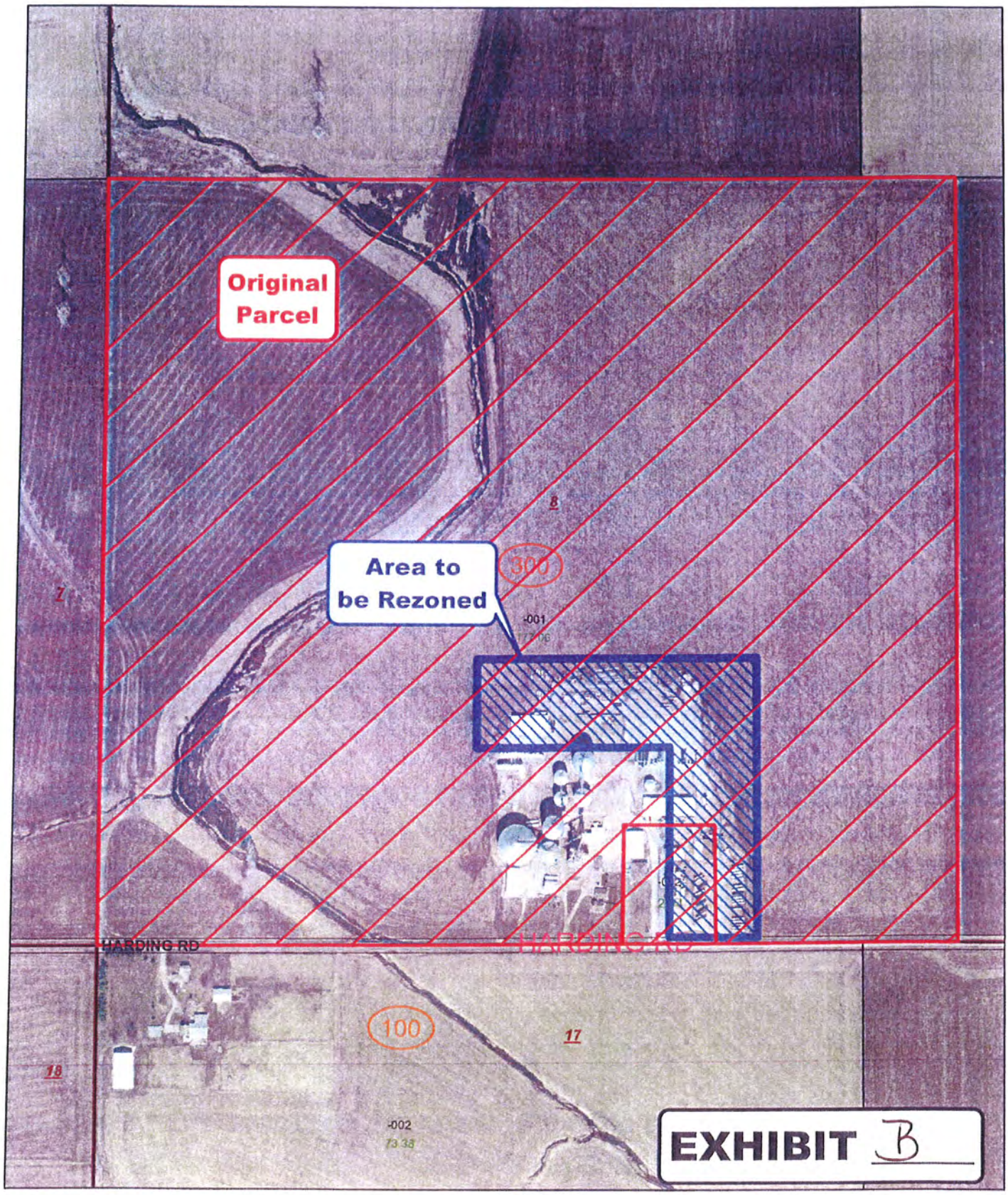
BUILDINGS, BUILDING SIZE, DISTANCE FROM OVERHANG OF BUILDINGS TO FRONT, REAR AND SIDE LOT LINES, LOCATION OF PARKING SPACES, LANDSCAPING, AND OTHER PERTINENT DETAILS "REFER TO CHECKLIST"

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



SITE PLAN

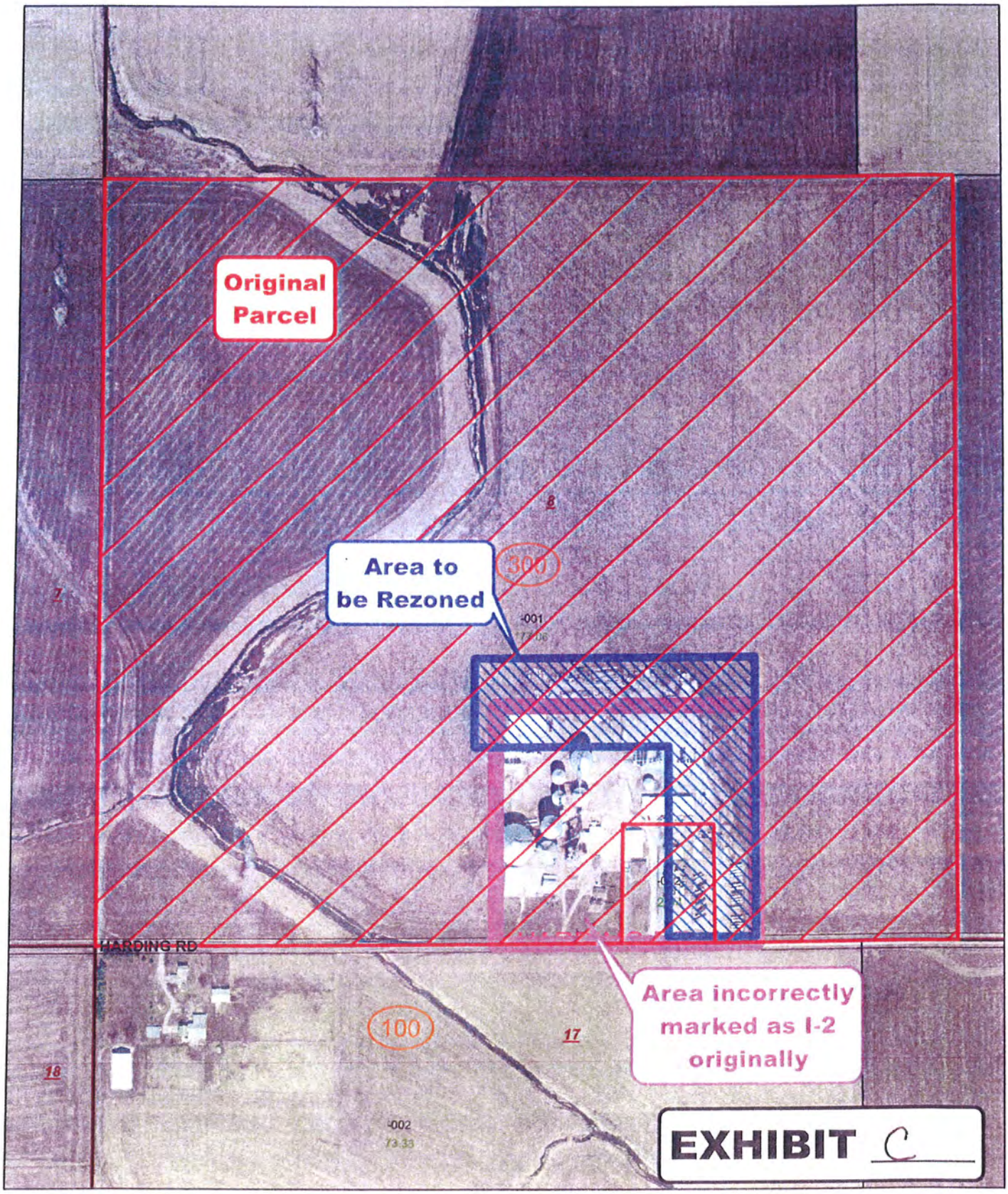
EXHIBIT A

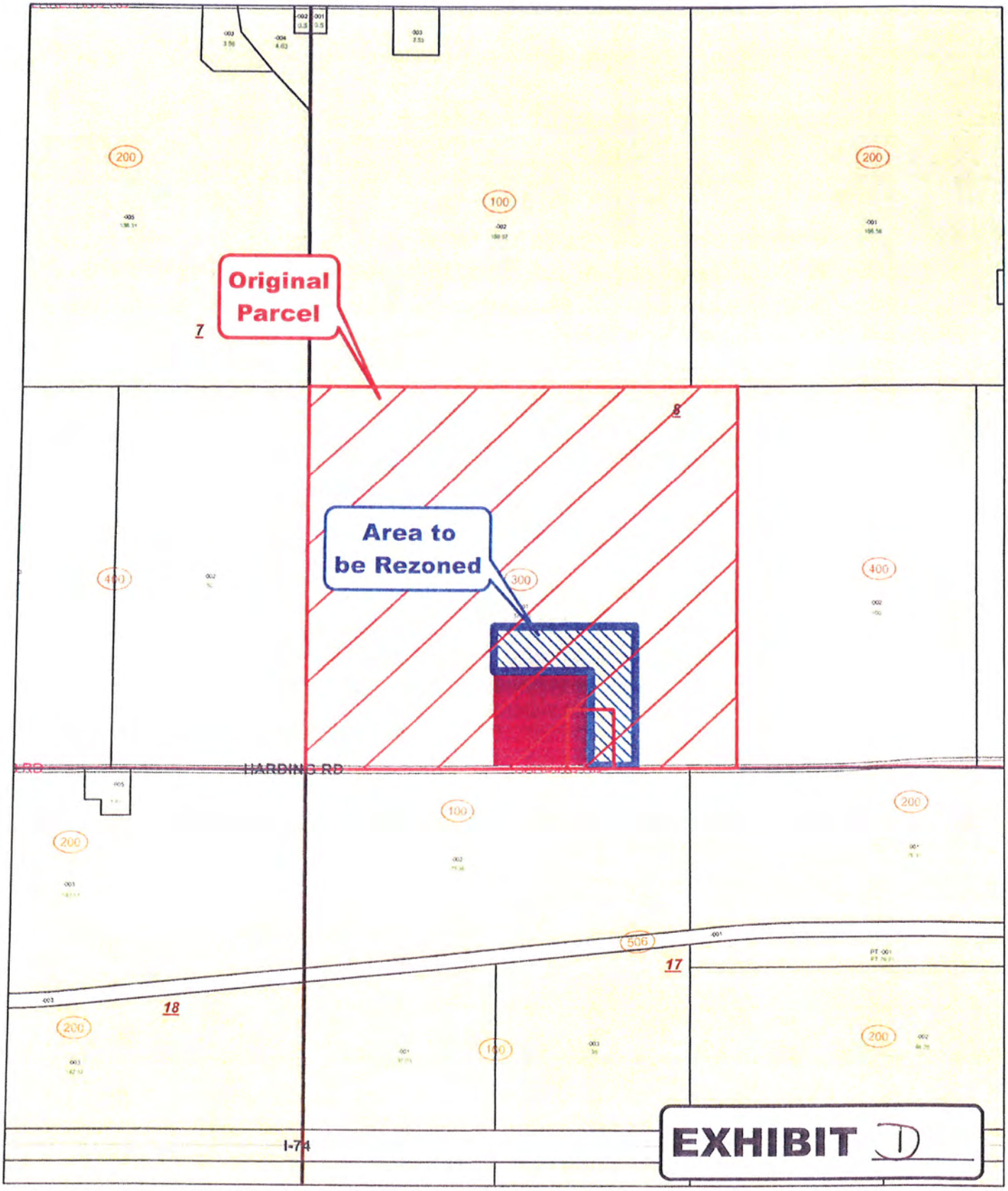


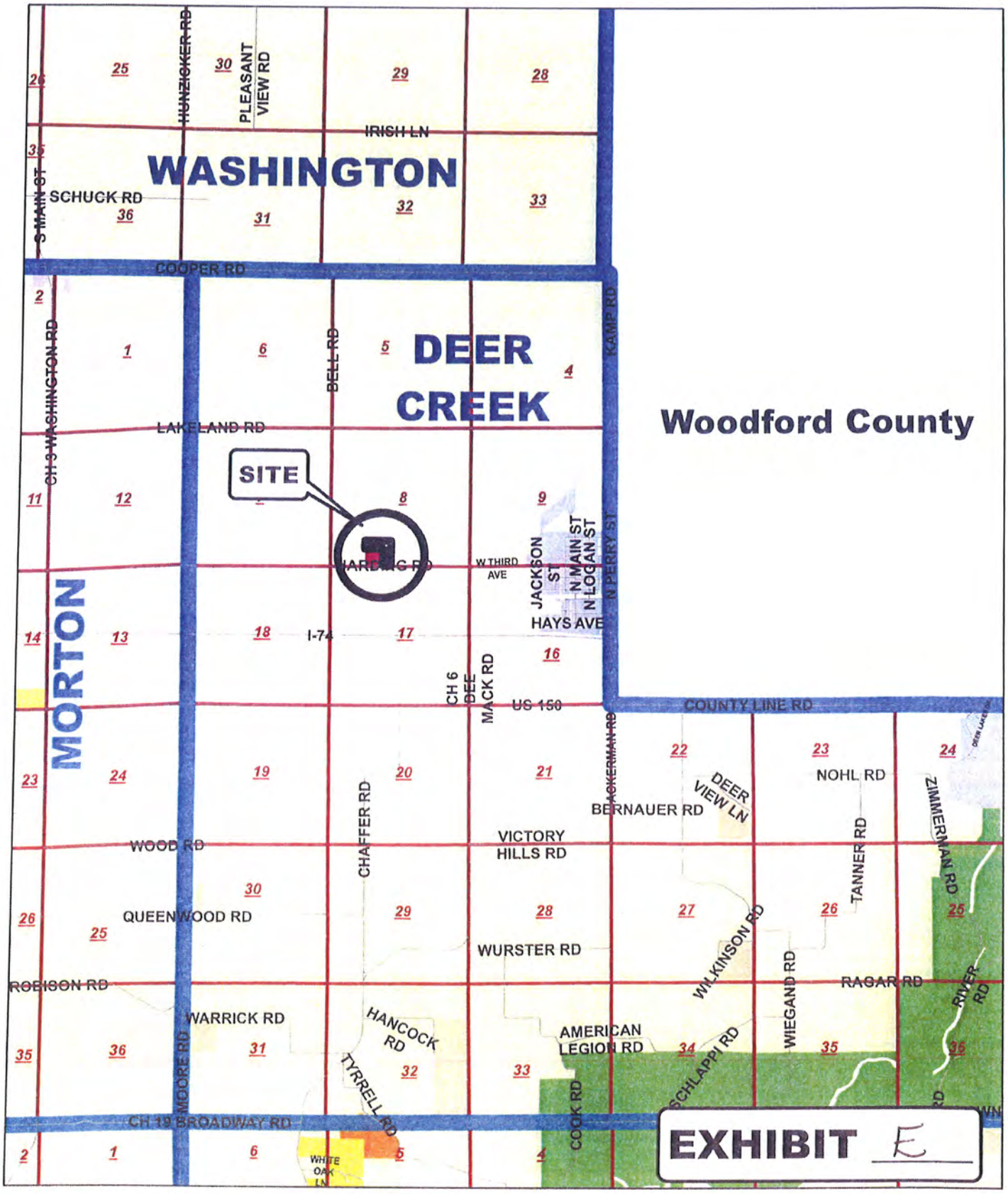
N

0 120 240 480 720 960 Feet

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


Original Parcel
Area to be Rezoned
Area incorrectly marked as I-2 originally
EXHIBIT C
HARDING RD
8
7
17
18
300
100
001
002
N
0 120 240 480 720 960 Feet
Zoning District
A-1 C-1 CITY I-1 R-1 R-R
AG Area A-2 C-2 CONS I-2 R-2


Original Parcel
Area to be Rezoned
HARDING RD
I-74
EXHIBIT D
N
0 237.5 475 950 1,425 1,900 Feet
Zoning District
A-1 C-1 CITY I-1 R-1 R-R
AG Area A-2 C-2 CONS I-2 R-2


WASHINGTON
DEER CREEK
Woodford County
MORTON
SITE
HUNZIKER RD
PLEASANT VIEW RD
IRISH LN
S MAIN ST
SCHUCK RD
COOPER RD
CH 3 WASHINGTON RD
BELL RD
KAMP RD
LAKELAND RD
HARDING RD
W THIRD AVE
JACKSON ST
N MAIN ST
N LOGAN ST
N PERRY ST
HAYS AVE
I-74
CH 6 DEE MACK RD
US 150
COUNTY LINE RD
ACKERMAN RD
BERNAUER RD
DEER VIEW LN
NOHL RD
ZIMMERMAN RD
TANNER RD
CHAFFER RD
WOOD RD
VICTORY HILLS RD
QUEENWOOD RD
WURSTER RD
WILKINSON RD
WIEGAND RD
RAGAR RD
RIVER RD
ROBISON RD
WARRICK RD
HANCOCK RD
TYRRELL RD
AMERICAN LEGION RD
SCHLAPPI RD
COOK RD
MOORE RD
CH 19 BROADWAY RD
WHITE OAK LN
EXHIBIT E
N
0 1,300 2,600 5,200 7,800 10,400 Feet
Zoning District
AG Area
A-1 C-1 CITY I-1 R-1 R-R
A-2 C-2 CONS I-2 R-2

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

_____ _____

_____ _____

_____ _____

_____ _____

RESOLUTION

WHEREAS, the Transportation Committee received bids; and

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

Section 18-00010-00-BR (Bridge Joint & Bearing Replacement): To Stark Excavating, Inc., in the amount of $207,707.00, to be paid from County Bridge Funds;

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

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

ADOPTED this 29th day of May, 2019.

ATTEST:

_____
TAZEWELL COUNTY BOARD CHAIRMAN

_____
TAZEWELL COUNTY CLERK

STATE OF ILLINOIS
TABULATION OF BIDS

Tazewell County
Manito Rd. Bridge Joint & Bearing Replacement
Sec. 18-00010-00-BR

DATE: May 20, 2019

ITEM NO.	ITEM	UNIT	QTY.	APPROVED ESTIMATE: UNIT PRICE	APPROVED ESTIMATE: TOTAL	Stark Excavating BID: $ 207,707.00 UNIT PRICE	Stark Excavating BID: $ 207,707.00 TOTAL	BID: $ - UNIT PRICE	BID: $ - TOTAL	BID: $ - UNIT PRICE	BID: $ - TOTAL
					$ 188,504.50						
1	CONC REM	CU YD	14.1	$ 2,000.00	$ 28,200.00	$ 3,500.00	$ 49,350.00	$ -	$ -	$ -	$ -
2	CONC SUP-STR	CU YD	14.2	$ 2,500.00	$ 35,500.00	$ 2,150.00	$ 30,530.00	$ -	$ -	$ -	$ -
3	PROTECTIVE COAT	SQ YD	31	$ 3.00	$ 93.00	$ 14.00	$ 434.00	$ -	$ -	$ -	$ -
4	REINF BARS, EPOXY CTD	POUND	1390	$ 5.00	$ 6,950.00	$ 3.00	$ 4,170.00	$ -	$ -	$ -	$ -
5	PREF JT STRIP SEAL	FOOT	80	$ 250.00	$ 20,000.00	$ 190.00	$ 15,200.00	$ -	$ -	$ -	$ -
6	ELAST BEARING ASSY T1	EACH	5	$ 1,700.00	$ 8,500.00	$ 2,400.00	$ 12,000.00	$ -	$ -	$ -	$ -
7	ELAST BEARING ASSY T2	EACH	5	$ 1,800.00	$ 9,000.00	$ 3,200.00	$ 16,000.00	$ -	$ -	$ -	$ -
8	ANCHOR BOLTS 1	EACH	20	$ 100.00	$ 2,000.00	$ 115.00	$ 2,300.00	$ -	$ -	$ -	$ -
9	CONCRETE SEALER	SQ FT	841	$ 1.50	$ 1,261.50	$ 3.00	$ 2,523.00	$ -	$ -	$ -	$ -
10	BR CLN & PT WARRANTY	L SUM	1	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ -	$ -	$ -	$ -
11	TRAF CONT & PROT SPL	L SUM	1	$ 20,000.00	$ 20,000.00	$ 15,000.00	$ 15,000.00	$ -	$ -	$ -	$ -
12	JACK & REM EX BEARING	EACH	10	$ 2,000.00	$ 20,000.00	$ 1,450.00	$ 14,500.00	$ -	$ -	$ -	$ -
13	C&D LEAD PT CL RES	L SUM	1	$ 10,000.00	$ 10,000.00	$ 17,450.00	$ 17,450.00	$ -	$ -	$ -	$ -
14	CLEAN & PT STL BR N1	L SUM	1	$ 20,000.00	$ 20,000.00	$ 24,000.00	$ 24,000.00	$ -	$ -	$ -	$ -
15	RR PROT LIABILITY INS	L SUM	1	$ 6,000.00	$ 6,000.00	$ 3,250.00	$ 3,250.00	$ -	$ -	$ -	$ -

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RESOLUTION

WHEREAS, the Transportation Committee received bids; and

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

Section 19-00000-04-GM (Material Proposal for 5125 Tons of Sodium Chloride Rock Salt) To: Compass Minerals America Inc., in the amount of $437,213.75 ($85.31/Ton), to be paid from County Motor Fuel Tax Funds.

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

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

ADOPTED this 29th day of May, 2019

ATTEST:

_____
TAZEWELL COUNTY BOARD CHAIRMAN

_____
TAZEWELL COUNTY CLERK

STATE OF ILLINOIS
TABULATION OF BIDS

Tazewell County Salt Contract Sec. 19-00000-04-GM	DATE: May 20, 2019					COMPAS MINERALS AMERICA INC		THE DETROIT SALT COMPANY LLC		MORTON SALT	
	APPROVED ESTIMATE:				$ 431,166.25	BID:	$ 437,213.75	BID:	$ 447,156.25	BID:	$ 485,593.75
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	ROCK SALT	TON	5125	$84.13	$ 431,166.25	$ 85.31	$ 437,213.75	$ 87.25	$ 447,156.25	$ 94.75	$ 485,593.75
					$ -		$ -		$ -		$ -
					$ -		$ -		$ -		$ -
					$ -		$ -		$ -		$ -

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

_____ _____

_____ _____

_____ _____

_____ _____

RESOLUTION

WHEREAS, the Transportation Committee received bids; and

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

Section 19-00000-05-GM (Cape Seal – Allentown Road (CH 5) and Townline Road (CH 7): To A.C. Pavement Striping Co., in the amount of $690,586.55, to be paid from Motor Fuel Tax Funds, Line Item 203-311-533-740.

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

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

ADOPTED this 29th day of May, 2019

ATTEST:

_____ _____

County Clerk County Board Chairman

STATE OF ILLINOIS
TABULATION OF BIDS

Tazewell County
Cape Seal
Sec. 19-00000-05-GM

DATE: May 20, 2019

						AC Pavement Striping Company		Microsurfacing Contractors, LLC			
				APPROVED ESTIMATE:	$ 842,443.75	BID: $ 690,586.55		BID: $ 738,548.66		BID: $ -	
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	CAPE SEAL	SQ YD	99882	$ 6.20	$ 619,268.40	$ 5.75	$ 574,321.50	$ 5.55	$ 554,345.10	$	-
2	INCIDENTAL CAPE SEAL	SQ YD	3873	$ 8.25	$ 31,952.25	$ 6.45	$ 24,980.85	$ 6.00	$ 23,238.00	$	-
3	FIBR MOD ASP CRK SEAL	FOOT	112647	$ 1.10	$ 123,911.70	$ 0.57	$ 64,208.79	$ 0.57	$ 64,208.79	$	-
4	SHORT TERM PAVT MKING(PAINT)	FOOT	7088	$ 0.80	$ 5,670.40	$ 0.25	$ 1,772.00	$ 1.25	$ 8,860.00	$	-
5	SHORT TERM PAVT MKING(TAPE)	FOOT	3544	$ 1.50	$ 5,316.00	$ 0.64	$ 2,268.16	$ 0.88	$ 3,118.72	$	-
6	SHRT TRM PAVT MK REM	SQ FT	295	$ 10.00	$ 2,950.00	$ 2.00	$ 590.00	$ 9.73	$ 2,870.35	$	-
7	RAISED REF PVT MK REM	EACH	445	$ 25.00	$ 11,125.00	$ 12.00	$ 5,340.00	$ 18.63	$ 8,290.35	$	-
8	RAISED REFL PAVT MKR	EACH	445	$ 50.00	$ 22,250.00	$ 29.45	$ 13,105.25	$ 27.23	$ 12,117.35	$	-
9	TRAF CONT & PROT SPL	L SUM	1	$ 10,000.00	$ 10,000.00	$ 1,000.00	$ 1,000.00	$ 28,500.00	$ 28,500.00	$	-
10	MOBILIZATION	L SUM	1	$ 10,000.00	$ 10,000.00	$ 3,000.00	$ 3,000.00	$ 33,000.00	$ 33,000.00	$	-

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

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RESOLUTION

WHEREAS, the Transportation Committee received bids; and

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

Section 19-00000-06-GM (10.439 Miles: Polymerized Bituminous Materials (Cover & Seal Coats) CRSP on Armington Road - CH 8; Hopedale Road – CH 9; Hickory Grove Road – CH 15); Towerline Road – CH 11: To R.A. Cullinan & Son, in the amount of $488,173.89, to be paid from County Motor Fuel Tax and County Matching Tax Funds.

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

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

ADOPTED this 29th day of May, 2019

ATTEST:

_____ _____

County Clerk County Board Chairman

STATE OF ILLINOIS
TABULATION OF BIDS

Tazewell County
Seal Coat
Sec. 19-00000-06-GM

DATE: May 20, 2019

ITEM NO.	ITEM	UNIT	QTY.	APPROVED ESTIMATE: UNIT PRICE	APPROVED ESTIMATE: TOTAL	R.A. Cullinan & Son UNIT PRICE	R.A. Cullinan & Son TOTAL	BID: $ - UNIT PRICE	BID: $ - TOTAL	BID: $ - UNIT PRICE	BID: $ - TOTAL
					$ 522,667.00	BID: $ 488,173.89		BID: $ -		BID: $ -	
1	P BIT MATLS C&S CT (CRSP)	TON	391	$ 950.00	$ 371,450.00	$ 794.72	$ 310,735.52	$ -		$ -	
2	COVER COAT AGG(FRAC CA-16 OR FRAC CA20)	TON	1862	$ 45.00	$ 83,790.00	$ 52.56	$ 97,866.72	$ -		$ -	
3	SEAL COAT AGG(ACBF CM-21)	TON	828	$ 74.00	$ 61,272.00	$ 81.44	$ 67,432.32	$ -		$ -	
4	SEAL COAT AGG(EAF CM-16)	EACH	21	$ 55.00	$ 1,155.00	$ 67.69	$ 1,421.49				
5	TRAF CONT & PROT SPL	L SUM	1	$ 5,000.00	$ 5,000.00	$ 10,717.84	$ 10,717.84				

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

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RESOLUTION

WHEREAS, the Transportation Committee received bids; and

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

Boynton Road District, Section 19-01000-01-GM (4.599 Miles Bit Surf Treatment, Class A-1): To R.A. Cullinan & Son, in the amount of $90,212.49, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110 and Township Local Funds.

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

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

ADOPTED this 29th day of May, 2019

ATTEST:

_____ _____

County Clerk County Board Chairman

STATE OF ILLINOIS
TABULATION OF BIDS

Tazewell County
Boynton R.D.
Sec. 19-01000-01-GM

DATE: May 20, 2019

APPROVED ESTIMATE: $ 111,680.00

ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	Porter Brothers Asphalt & Sealing, Inc. UNIT PRICE	Porter Brothers Asphalt & Sealing, Inc. TOTAL	R.A. Cullinan & Son UNIT PRICE	R.A. Cullinan & Son TOTAL	UNIT PRICE	TOTAL
						BID: $ 93,608.08		BID: $ 90,212.49		BID: $ -	
1	P BIT MATLS SE CT (CRSP)	TON	85	$ 1,000.00	$ 85,000.00	$ 720.72	$ 61,261.20	$ 790.28	$ 67,173.80	$	-
2	SEAL COAT AGG (CA-16)	TON	648	$ 35.00	$ 22,680.00	$ 46.06	$ 29,846.88	$ 34.83	$ 22,569.84	$	-
3	TRAF CONT & PROT SPL	L SUM	1	$ 4,000.00	$ 4,000.00	$ 2,500.00	$ 2,500.00	$ 468.85	$ 468.85	$	-

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

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RESOLUTION

WHEREAS, the Transportation Committee received bids; and

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

Deer Creek Road District, Section 19-03000-01-GM (4.424 Miles Bit Surf Treatment, Class A-1): R.A. Cullinan & Son, in the amount of $83,834.89, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

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

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

ADOPTED this 29th day of May, 2019

ATTEST:

_____	_____
County Clerk	County Board Chairman

STATE OF ILLINOIS
TABULATION OF BIDS

Tazewell County
Deer Creek R.D.
Sec. 19-03000-01-GM

DATE: May 20, 2019

APPROVED ESTIMATE: $ 90,567.00

ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	R.A. Cullinan & Son UNIT PRICE	R.A. Cullinan & Son TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
						BID: $ 83,834.89		BID: $ -		BID: $ -	
1	BIT MATLS SE CT (PG52-28)	TON	69	$ 975.00	$ 67,275.00	$ 889.96	$ 61,407.24	$ -		$ -	
2	SEAL COAT AGG (CA-16)	TON	631	$ 32.00	$ 20,192.00	$ 34.80	$ 21,958.80	$ -		$ -	
3	TRAF CONT & PROT SPL	L SUM	1	$ 3,100.00	$ 3,100.00	$ 468.85	$ 468.85	$ -		$ -	

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

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RESOLUTION

WHEREAS, the Transportation Committee received bids; and

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

Delavan Road District, Section 19-04000-01-GM (6.042 Miles Bituminous Surface Treatment, Class A-1): To R.A. Cullinan & Son, in the amount of $101,082.40, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

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

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

ADOPTED this 29th day of May, 2019

ATTEST:

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County Clerk	County Board Chairman

STATE OF ILLINOIS
TABULATION OF BIDS

Tazewell County
Delavan R.D.
Sec. 19-04000-01-GM

DATE: May 20, 2019

APPROVED ESTIMATE: $ 105,764.00

ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	R.A. Cullinan & Son BID: $ 101,082.40 UNIT PRICE	TOTAL	BID: $ - UNIT PRICE	TOTAL	BID: $ - UNIT PRICE	TOTAL
1	BIT MATLS SE CT (PG52-28)	TON	84	$ 930.00	$ 78,120.00	$ 869.34	$ 73,024.56	$ -		$ -	
2	SEAL COAT AGG (CA-16)	TON	767	$ 32.00	$ 24,544.00	$ 35.97	$ 27,588.99	$ -		$ -	
3	TRAF CONT & PROT SPL	L SUM	1	$ 3,100.00	$ 3,100.00	$ 468.85	$ 468.85	$ -		$ -	

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

RESOLUTION

WHEREAS, the Transportation Committee received bids; and

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

Elm Grove Road District, Section 19-06000-01-GM (2.446 Miles Bituminous Surface Treatment, Class A-1): To R.A. Cullinan & Son, in the amount of $79,896.56, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

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

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

ADOPTED this 29th day of May, 2019

ATTEST:

County Clerk	County Board Chairman

STATE OF ILLINOIS
TABULATION OF BIDS

Tazewell County
Elm Grove R.D.
Sec. 19-06000-01-GM

DATE: May 20, 2019

APPROVED ESTIMATE: $ 92,530.00

ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	R.A. Cullinan & Son BID: $ 79,896.56 UNIT PRICE	R.A. Cullinan & Son BID: $ 79,896.56 TOTAL	R.A. Cullinan & Son BID: $ - UNIT PRICE	R.A. Cullinan & Son BID: $ - TOTAL	BID: $ - UNIT PRICE	BID: $ - TOTAL
1	P BIT MATLS SE CT (CRSP)	TON	66	$ 960.00	$ 63,360.00	$ 800.42	$ 52,827.72	$ -		$ -	
2	SEAL COAT AGG (EAF CM-16)	TON	474	$ 55.00	$ 26,070.00	$ 55.96	$ 26,525.04	$ -		$ -	
3	TRAF CONT & PROT SPL	L SUM	1	$ 3,100.00	$ 3,100.00	$ 543.80	$ 543.80	$ -		$ -	

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

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RESOLUTION

WHEREAS, the Transportation Committee received bids; and

WHEREAS, subject to the approval of the County Board, accepted the following low bid:

Fondulac Road District, Section 19-07000-01-GM (0.326 Miles HMA SC "C" N50): To R.A. Cullinan & Son, in the amount of $42,231.00, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

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

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

ADOPTED this 29th Day of May, 2019

ATTEST:

_____ _____

County Clerk County Board Chairman

STATE OF ILLINOIS
TABULATION OF BIDS

Tazewell County
Fondulac R.D.
Sec. 19-07000-01-GM

DATE: May 20, 2019

APPROVED ESTIMATE: $ 50,197.00

ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	R.A. Cullinan & Son UNIT PRICE	R.A. Cullinan & Son TOTAL	Tazewell County Asphalt UNIT PRICE	Tazewell County Asphalt TOTAL	UNIT PRICE	TOTAL
						BID: $ 42,231.00		BID: $ 47,744.75		BID: $ -	
1	HMA SURF REM BUTT JT	SQ YD	74	$ 45.00	$ 3,330.00	$ 20.00	$ 1,480.00	$ 20.00	$ 1,480.00		
2	TEMPORARY RAMP	SQ YD	15	$ 90.00	$ 1,350.00	$ 5.00	$ 75.00	$ 50.00	$ 750.00		
3	P BIT MATLS TACK CT	POUND	1647	$ 2.00	$ 3,294.00	$ 2.00	$ 3,294.00	$ 0.75	$ 1,235.25		
4	HMA SC "C" N50	TON	307	$ 115.00	$ 35,305.00	$ 118.00	$ 36,226.00	$ 124.50	$ 38,221.50		
5	SHORT TERM PAVT MKING	FOOT	172	$ 8.50	$ 1,462.00	$ 0.50	$ 86.00	$ 6.00	$ 1,032.00		
6	SHRT TRM PAVT MK REM	SQ FT	57	$ 8.00	$ 456.00	$ 10.00	$ 570.00	$ 18.00	$ 1,026.00		
7	TRAF CONT & PROT SPECIAL	L SUM	1	$ 5,000.00	$ 5,000.00	$ 500.00	$ 500.00	$ 4,000.00	$ 4,000.00		

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

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RESOLUTION

WHEREAS, the Transportation Committee received bids; and

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

Hittle Road District, Section 19-09000-01-GM (2.112 Miles Bit. Surf. Treatment, Class A-1): To R.A. Cullinan & Son, in the amount of $46,775.79, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

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

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

ADOPTED this 29th day of May, 2019

ATTEST:

_____	_____
County Clerk	County Board Chairman

STATE OF ILLINOIS
TABULATION OF BIDS

Tazewell County
Hittle R.D
Sec. 19-09000-01-GM

DATE: May 20, 2019

APPROVED ESTIMATE: $ 53,505.00

ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	Porter Brothers Asphalt & Sealing, Inc. BID: $ 56,052.42 UNIT PRICE	Porter Brothers Asphalt & Sealing, Inc. TOTAL	R.A. Cullinan & Son BID: $ 46,775.79 UNIT PRICE	R.A. Cullinan & Son TOTAL	BID: $ - UNIT PRICE	TOTAL
1	P BIT MATLS SE CT (CRSP)	TON	44	$ 940.00	$ 41,360.00	$ 776.88	$ 34,182.72	$ 811.72	$ 35,715.68		$ -
2	SEAL COAT AGG (CA-16)	TON	335	$ 27.00	$ 9,045.00	$ 57.82	$ 19,369.70	$ 31.33	$ 10,495.55		$ -
3	TRAF CONT & PROT SPL	L SUM	1	$ 3,100.00	$ 3,100.00	$ 2,500.00	$ 2,500.00	$ 564.56	$ 564.56		$ -

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

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RESOLUTION

WHEREAS, the Transportation Committee received bids; and

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

Hopedale Road District, Section 19-10000-04-GM (3.466 Miles Bituminous Surface Treatment, Class A-1): To R.A. Cullinan & Son, in the amount of $55,809.19, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

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

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

ADOPTED this 29th day of May, 2019

ATTEST:

_____	_____
County Clerk	County Board Chairman

STATE OF ILLINOIS
TABULATION OF BIDS

Tazewell County
Hopedale R.D.
Sec. 19-10000-01-GM

DATE: May 20, 2019

APPROVED ESTIMATE: $ 60,610.00

ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	R.A. Cullinan & Son UNIT PRICE	R.A. Cullinan & Son TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
						BID: $ 55,809.19		BID: $ -		BID: $ -	
1	P BIT MATLS SE CT (PG58-28)	TON	49	$ 900.00	$ 44,100.00	$ 803.94	$ 39,393.06	$ -		$ -	
2	SEAL COAT AGG (CA-16)	TON	447	$ 30.00	$ 13,410.00	$ 35.49	$ 15,864.03	$ -		$ -	
3	TRAF CONT & PROT SPL	L SUM	1	$ 3,100.00	$ 3,100.00	$ 552.10	$ 552.10	$ -		$ -	

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

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RESOLUTION

WHEREAS, the Transportation Committee received bids; and

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

Little Mackinaw Road District, Section 19-11000-01-GM (7.669 Miles Bit. Surf. Treatment, Class A-1): To R.A. Cullinan & Son, in the amount of $110,483.06, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

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

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

PASSED This 29th Day of May, 2019

ATTEST:

_____	_____
County Clerk	County Board Chairman

STATE OF ILLINOIS
TABULATION OF BIDS

Tazewell County
Little Mackinaw R.D.
Sec. 19-11000-01-GM

DATE: May 20, 2019

						R.A. Cullinan & Son					
				APPROVED ESTIMATE:	$ 116,851.00	BID: $ 110,483.06		BID: $ -		BID: $ -	
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	P BIT MATLS SE CT (PG58-28)	TON	99	$ 850.00	$ 84,150.00	$ 850.73	$ 84,222.27	$ -		$ -	
2	SEAL COAT AGG (CA-16)	TON	897	$ 33.00	$ 29,601.00	$ 28.67	$ 25,716.99	$ -		$ -	
3	TRAF CONT & PROT SPL	L SUM	1	$ 3,100.00	$ 3,100.00	$ 543.80	$ 543.80	$ -		$ -	

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

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RESOLUTION

WHEREAS, the Transportation Committee received bids; and

WHEREAS, subject to the approval of the County Board, accepted the following low bid:

Malone Road District, Section 19-13000-01-GM (1.740 Miles of Bituminous Surface Treatment, Class A-1): To R.A. Cullinan & Son, in the amount of $31,229.75, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

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

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

ADOPTED this 29th Day of May, 2019

ATTEST:

_____	_____
County Clerk	County Board Chairman

STATE OF ILLINOIS
TABULATION OF BIDS

Tazewell County
Malone R.D.
Sec. 19-13000-01-GM

DATE: May 20, 2019

						R.A. Cullinan & Son					
				APPROVED ESTIMATE:	$ 31,991.00	BID: $ 31,229.75		BID: $ -		BID: $ -	
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	P BIT MATLS SE CT (PG58-28)	TON	25	$ 890.00	$ 22,250.00	$ 916.94	$ 22,923.50	$ -		$ -	
2	SEAL COAT AGG (CA-16)	TON	229	$ 29.00	$ 6,641.00	$ 31.45	$ 7,202.05	$ -		$ -	
3	TRAF CONT & PROT SPL	L SUM	1	$ 3,100.00	$ 3,100.00	$ 1,104.20	$ 1,104.20	$ -		$ -	

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

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RESOLUTION

WHEREAS, the Transportation Committee received bids; and

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

Tremont Road District, Section 19-18000-01-GM (3.717 Miles Bituminous Surface Treatment Class A-1); To Porter Brothers Asphalt & Sealing, Inc., in the amount of $99,438.73, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

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

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

ADOPTED this 29th day of May, 2019

ATTEST:

_____	_____
County Clerk	County Board Chairman

STATE OF ILLINOIS
TABULATION OF BIDS

Tazewell County
Tremont R.D.
Sec. 19-18000-01-GM

DATE: May 20, 2019

APPROVED ESTIMATE: $ 132,905.00

ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	Porter Brothers Asphalt & Sealing, Inc. UNIT PRICE	Porter Brothers Asphalt & Sealing, Inc. TOTAL	R.A. Cullinan & Son UNIT PRICE	R.A. Cullinan & Son TOTAL	UNIT PRICE	TOTAL
						BID: $ 99,438.73		BID: $ 101,962.18		BID: $ -	
1	P BIT MATLS SE CT (CRSP)	TON	89	$ 1,090.00	$ 97,010.00	$ 716.04	$ 63,727.56	$ 792.53	$ 70,535.17	$ -	
2	SEAL COAT AGG (CA-16)	TON	200	$ 36.00	$ 7,200.00	$ 46.33	$ 9,266.00	$ 30.29	$ 6,058.00	$ -	
3	SEAL COAT AGG (EAF CM-16)	TON	449	$ 55.00	$ 24,695.00	$ 53.33	$ 23,945.17	$ 55.29	$ 24,825.21	$ -	
4	TRAF CONT & PROT SPL	L SUM	1	$ 4,000.00	$ 4,000.00	$ 2,500.00	$ 2,500.00	$ 543.80	$ 543.80		

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

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RESOLUTION

WHEREAS, the Transportation Committee received bids; and

WHEREAS, subject to the approval of the County Board, accepted the following low bid:

Washington Road District, Section 19-19000-01-GM (3.686 Miles – Bituminous Surface Treatment, Class A-1); To Porter Brothers Asphalt & Sealing, Inc., in the amount of $101,027.83, to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

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

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

ADOPTED this 29th Day of May, 2019

ATTEST:

_____ _____

County Clerk County Board Chairman

STATE OF ILLINOIS
TABULATION OF BIDS

Tazewell County
Washington R.D.
Sec. 19-19000-01-GM

DATE: May 20, 2019

APPROVED ESTIMATE: $ 123,036.00

ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	Porter Brothers Asphalt & Sealing, Inc. BID: $ 101,027.83 UNIT PRICE	Porter Brothers Asphalt & Sealing, Inc. BID: $ 101,027.83 TOTAL	R.A. Cullinan & Son BID: $ 105,696.30 UNIT PRICE	R.A. Cullinan & Son BID: $ 105,696.30 TOTAL	BID: $ - UNIT PRICE	BID: $ - TOTAL
1	P BIT MATLS SE CT (CRSP)	TON	91	$ 1,000.00	$ 91,000.00	$ 716.04	$ 65,159.64	$ 811.93	$ 73,885.63		$ -
2	SEAL COAT AGG (EAF CM-16)	TON	228	$ 55.00	$ 12,540.00	$ 52.99	$ 12,081.72	$ 54.90	$ 12,517.20		$ -
3	SEAL COAT AGG (CA-16)	TON	453	$ 32.00	$ 14,496.00	$ 46.99	$ 21,286.47	$ 41.39	$ 18,749.67		$ -
4	TRAF CONT & PROT SPL	L SUM	1	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 543.80	$ 543.80		

COMMITTEE REPORT

P-19-09

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to accept the low bid from Cullinan & Son for paving of part one of the Animal Control parking lot; and

WHEREAS, this project has been split into three sections to be completed over the course of three years; and

WHEREAS, the total cost of this part one project is not to exceed $10,333.84.

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 Director of Animal Control and the Auditor of this action

PASSED THIS 29th DAY OF MAY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Sue Beeney - Property Committee Resolution

From: Ryan Sanders
To: Sue Beeney
Date: 4/30/2019 9:21 AM
Subject: Property Committee Resolution
Attachments: Cullinan.pdf; Hoerr.pdf; Perdue.pdf

I have 3 bids for resurfacing our parking lot. We are going to go with the lowest bid of $10,333.84 from R.A. Cullinan & Son. One bid (Cullinan) includes quotes for resurfacing all 3 areas of our parking lot, but I am going to do the 3 sections over the course of 3 years. The first area being the front public parking area. I have attached the quotes from 3 vendors.

Cullinan: $10,333.84
Hoerr: $15,800
Perdue: $15,063

Let me know if you need any other info.

Ryan Sanders
Tazewell County
Director of Animal Control
rsanders@tazewell.com
Phone: 309-925-3370
Fax: 309-925-3633

R.A. Cullinan & SON
a division of United Contractors Midwest, Inc.
121 West Park St. - P.O. Box 166
Tremont, Illinois 61568

CONCRETE GRAVEL & BITUMINOUS PAVEMENTS
CONCRETE AND STEEL BRIDGES AND CULVERTS
PILE DRIVING - EXCAVATING - DRAINAGE DITCHES

OFFICE PHONE 925-2711
Area Code 309 PEORIA 676-4343
Area Code 309 PEKIN 346-7262
FAX 309-925-7131

Quote To:	Tazewell County Animal Control	Job Name:	Tazewell County Animal Contol
		Project Location:	Tremont, IL
		Date of Plans:	
Attn:	Ryan Sanders	Bid Date:	4/15/19
Phone:	309-929-0350	FSA:	40919-TAZCAC
Mobile:		Addendum:	
Email:	rsanders@tazewell.com		

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Area A				
10	Area A - Bit. Pavement Removal - 1.5"	627.00	SY	4.31	2,702.37
20	Area A - Bit. Surface Course - 1.5"	627.00	SY	11.61	7,279.47
30	Area A - Pavement Marking	1.00	LS	352.00	352.00
	Area A - Subtotal				**$10,333.84**
	Area B				
110	Area B - Bit. Pavement Removal - 1.5"	1,281.00	SY	3.33	4,265.73
120	Area B - Bit. Surface Course - 1.5"	1,281.00	SY	9.25	11,849.25
130	Area B - Pavement marking	1.00	LS	231.00	231.00
	Area B - Subtotal				**$16,345.98**
	Area C				
210	Area C - Bit. Pavement Removal - 1.5"	677.00	SY	5.64	3,818.28
220	Area C - Bit. Surface Course - 1.5"	677.00	SY	11.12	7,528.24
	Area C - Subtotal				**$11,346.52**
310	Optional Parking Expansion - Area B / C	28.00	SY	134.28	3,759.84
GRAND TOTAL					**$41,786.18**

NOTES:

1. Excludes all permits, fees, bonds, warranty bonds, etc.
2. This estimate was prepared in April 2019 for work to be completed within the 2019 Construction Season.
3. Subgrade repair, if required, will be at additional cost to be approved by the owner prior to the repair work beginning.
4. Payment due within 30 days of completion of the work.

Thank you for the opportunity to bid on this project. We look forward to working with you.

Brandon Beck
R. A. Cullinan & Son
a division of United Contractors Midwest, Inc.

Signed _____ **Signed** _____

Date _____ **Date** _____

Pavement Maintenance Proposal

Tazewell County Animal Control

Ryan Sanders

Project:

Overlay front parking lot
21314 IL-9
Tremont, IL 61568

HOERR'S
BLACKTOP & SEALCOATING

Scott Hoerr
Partner

Service Provider Information

Company Info

Hoerr's Blacktop & Sealcoating LLC
7917 N. Kickapoo-Edwards Rd.
Edwards, IL, 61528

P: 309-222-2979
F: 309-691-9379
http://www.hoerrsblacktop.com

Contact Person

Scott Hoerr
Partner
scotthoerr67@gmail.com
Cell: 309-303-4818
Office 309-222-2979

About Us

We Understand Your Needs & Issues and Solve Problems

Our ***years of experience*** enables efficiencies and great pricing. Our use of the ***most amazing technology*** enables speed and accuracy in providing quotation as well as providing pavement maintenance plans that will provide you exactly what you need when you need it. The ***great relationship with our suppliers*** guarantees quality materials on time and with guaranteed quality control. Our ***evolving team*** will provide consistency in delivering our promise!

Proposal: Overlay front parking lot

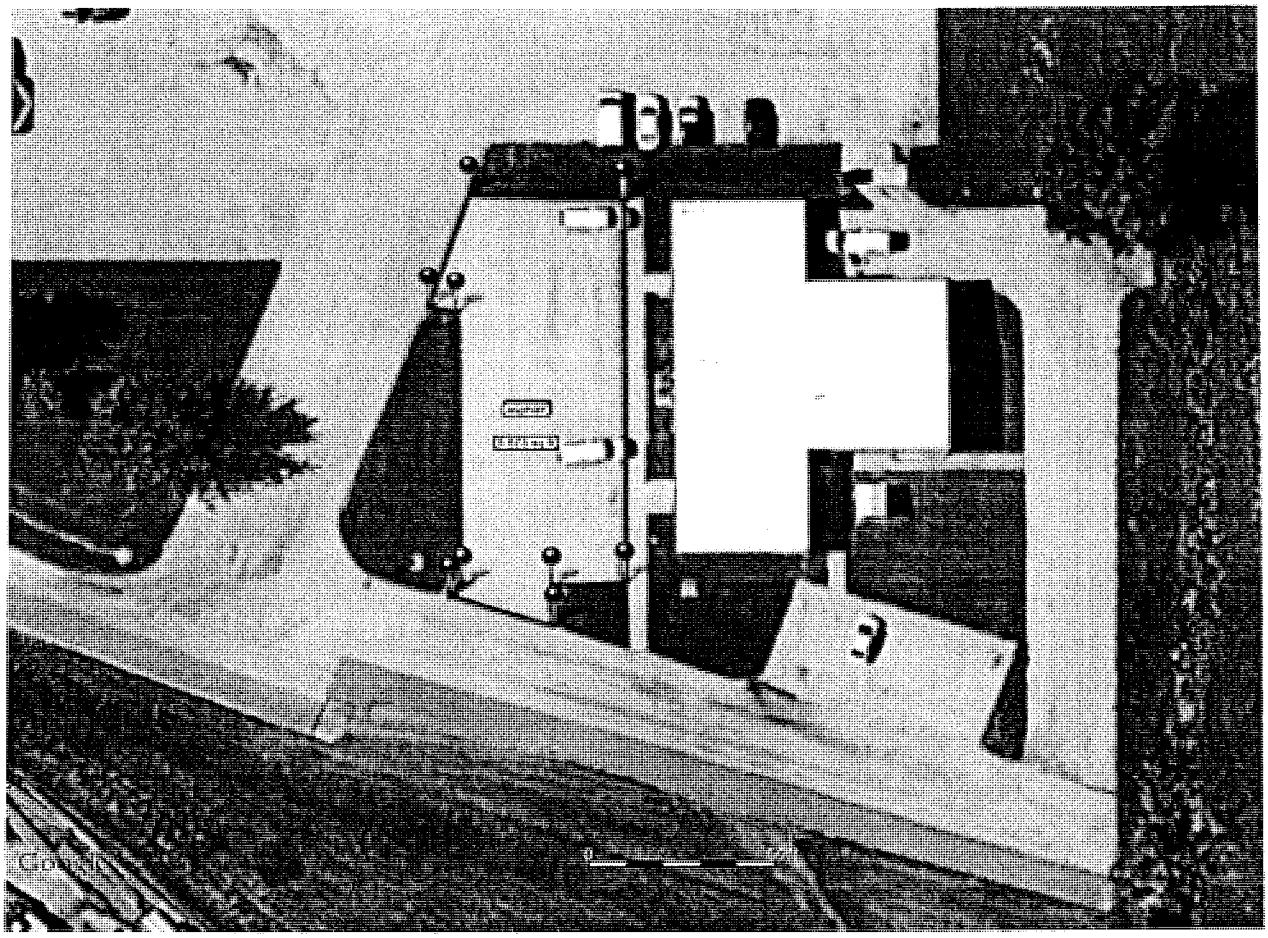
New Asphalt Pavement | Overlay

1. The area under consideration for new asphalt surface comprises approx. 5,573 square feet.
2. All areas will be barricaded before, during and after this project.
3. In order to make sure that the new surface meets existing surfaces flush, we will remove existing pavement where it meets utility lids, concrete aprons, dumpster pads etc to create the smoothest transition possible.
4. All surfaces to be paved will be cleaned of loose materials.
5. All surfaces to be paved will be sprayed with commercial grade asphalt tack, to ensure proper adhesion.
6. Our firm will machine install 1.5 inches of compacted thickness surface asphalt, with all work being completed in 1 trip(s). ***Vital to note that all work we specify is the final depth, not the depth prior to compaction.***
7. **PrePave Leveling**: Our firm will level low and depressed areas by installing **tons** of asphalt leveling surface. This is a very important process that will enable minimization of standing water.
8. **Parking Blocks:** This proposal includes the setting aside and replacing 0 parking blocks/chalks. We will do everything possible not to damage any parking block, however if they are currently damaged moving them will cause possible future damage, of which will be an additional charge.

Total Price for this item: $15,800.00

Proposal: Overlay front parking lot

tazewell



Notes:

Price Breakdown: Overlay front parking lot

Please find the following breakdown of all services we have provided in this proposal. This proposal originated on April 15, 2019. **Job Number:** 2019-422

Item	Description		Cost
1	New Asphalt Pavement | Overlay		$15,800.00
		Total:	**$15,800.00**

Authorization to Proceed & Contract

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated.

We understand that if any additional work is required different than stated in the this proposal/contract it must be in a new contract or added to this contract.

Please see all attachments for special conditions that may pertain to aspects of this project.

Payment Terms

We agree to pay the total sum or balance in full upon completion of this project.

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

Date: _____

Scott J Hoerr

Ryan Sanders | *
Tazewell County Animal Control
21314 IL-9
Tremont, IL, 61568
rsanders@tazewell.com
C: 309-925-3370
O: 309-925-3370

Scott Hoerr | Partner
Hoerr's Blacktop & Sealcoating LLC
7917 N. Kickapoo-Edwards Rd.
Edwards, IL, 61528
E: scotthoerr67@gmail.com
C: 309-303-4818
P: 309-222-2979
F: 309-691-9379
http://www.hoerrsblacktop.com

Customer Contact:
Ryan Sanders
Tazewell County Animal Control
21314 Rt 9
Tremont, IL 61568
Contact Information:
Phone: (309) 925-3370
Mobile:
E-mail: rsanders@tazewell.com

Work Location: # S122317
Tazewell County Animal Control
21314 Rt 9
Tremont, IL 61568

DearRyan Sanders,

Enclosed is our proposal and recommended solution. Based on our current recommendation and your budgetary framework, the investment for this solution is **Total Price** **$15,063.00**

In our conversation you indicated these to be your top concerns:

Service Requested
Paving
Per Rayn they are doing 3 year project broke into Front Side and back

PREVAILING WAGE

Our office is always available for any questions or concerns you may have.

309-698-9440

or

309-699-7325

Thank You.

We intend to use premium quality materials to complete your project . These materials include:

1 1/2" Complete Mill And Overlay

Parking lot Striping

Our combination of products and processes have been shown to last 20% longer than our competitors on average. Knowing our products are installed to strict quality standards will provide you great durability and satisfaction. We guarantee our products and workmanship for up to ONE calendar year.

I will be calling you to answer any further questions!

Doug

PERDUE PAVEMENT SOLUTIONS

Date: Monday, April 15, 2019

Proposal # 2019-0110

Submitted To:
Ryan Sanders
Tazewell County Animal Control
21314 Rt 9
Tremont, IL 61568
Contact Information:
Phone: (309) 925-3370
Mobile:
E-mail: rsanders@tazewell.com

Site Description: # S122317
Tazewell County Animal Control
21314 Rt 9
Tremont, IL 61568

Site Contact:
Site Phone:
Site Email:

Prepared By:
Doug
Contact Information:
Mobile: 309-208-8940
Office: (309) 699-7325
Doug@PerduePavementSolutions.com
Project Manager:
Donna
Mobile: 309-573-6116
Donna@PerduePavementSolutions.com

Qty	Proposed Service(s) & Description(s)	Depth	
5440 Sq. Ft.	1 1/2" Complete Mill And Overlay	1.5"	$14,625.00
	Service Description *(Front lot only) See Map* *Mill off 1 1/2" of existing asphalt pavement.* *Apply a Bituminous Prime Coat.* *Place 2" of Hot Mix Asphalt Surface Course.*		
1 Lump Sum	**Parking lot Striping**		$438.00
	Service Description *Surface area to be striped will be free of all loose debris. Apply federal specified striping paint to parking area. Paint will be applied by airless striping machine to assure crisp, neat lines without over spray.* *All stenciling and markings will be applied per drawing layout supplied by owner unless otherwise notified ahead of time by owner.*		

PAYMENT TERMS 30% Down, Balance Net 15

Project Total **$15,063.00**

SERVICE TERMS PPS is not responsible for damage to irrigation systems when not properly marked by client. Customer will be notified when work is to be performed. It is the customer's responsibility to make sure the irrigation systems are shut off as to not cause damage to the work performed.

This proposal may be withdrawn at our option if not accepted within 7 days of Apr 15, 2019

Pavement Consultant Doug

Accepted Authorized Signature

TERMS, CONDITIONS & GUARANTEE

Perdue Pavement Solutions Inc.. hereafter referred to as "PPS"

Asphalt Guarantee
Fully covering labor, and materials against breakup for a period of year(s).
Any request made to "PPS" by the owner, general contractor or their respective authorized supervisory employees to overlook the standard practices and procedures previously stated in these conditions will automatically negate any guarantee of material or workmanship whether such guarantee is written, implied or orally stated. Guarantee does not cover markings from sharp pointed objects, power steering created tire marks, or drippings from solvents and gas. Guarantee does not cover heaving of asphalt, subgrade failure, settling or expansion cracks due to freeze thaw weather cycle or tree roots. Asphalt is a machine laid surface which has seams that are sometimes noticeable. The surface texture of hand laid areas may not be uniform to machine laid areas, due to hand raking. "PPS" shall not be liable for water ponding or retention in surrounding areas of patching due to current grades or construction method chosen. Guarantee does not cover damage caused by acts of third parties.

Sealcoat Guarantee
"PPS" will guarantee sealers(Asphalt emulsions and Blended sealers) from chipping and peeling for a period of 1 year. This guarantee does not include wearing of sealer and adherence of sealer to oil spots, hydraulic spots and tree sap. Guarantee does not cover damage caused by acts of third parties.

Terms: Terms are as stated above. If payment is not made in accordance with the above terms, the customer agrees to pay any collection, legal fees and interest for any unpaid balances. Interest will accrue at a rate of .66% per month from the date of completion. Terms of guarantee are contingent upon receipt of final payment.

PRICE is based on specifications and estimates as shown on the "Proposal & Agreement". Field measurements may be made when the job is completed and any changes of specifications, areas, tonnage, or gallonages will correspondingly change the completed price. One mobilization charge is included in price, unless stated on the "Proposal & Agreement". Additional mobilization charges will be at the rate set forth in agreed upon change order which is made part and parcel of these conditions and "Proposal & Agreement".

ADDITIONAL CHARGES may become necessary if permit(s), extra equipment time, extra materials, or extra labor would become necessary to complete this job, if subgrade is not up to acceptable specifications or requirements or if extra services and/or materials are requested in writing by the owner or general contractor of their respective authorized supervisory employees. "PPS" shall not be held liable for damage to surrounding areas of driveway or parking lot due to poor subgrade, moisture, or other unforeseen circumstance. Additional charges would be in accordance with the agreed upon change order which is made part and parcel of these conditions and "Proposal & Agreement". "PPS" reserves the right to refuse additional equipment time, extra materials or extra labor if it would interfere with advanced scheduling with other customers with whom previous commitments had already been extended.

Conditions: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are contracted to do the work as specified and the stated payment terms are acceptable. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner in accordance to standard construction practices. Any deviation from this proposal or extra work will be executed only upon owner or owners agent orders and may become an extra charge over and above this agreement. All agreements are contingent upon delays beyond our control. Property owner to carry fire, tornado and any other necessary insurance. We do not guarantee against pavement cracking from weather cycles and water ponding or retention due to pre-existing grade conditions. We cannot guarantee drainage or against water ponding on new asphalt without adequate slope. In flat areas water will not drain unless there is more than 1-1/2" of fall per 10 feet. "PPS" shall not be liable for damage to adjoining concrete flat work by asphalt installation equipment during standard construction procedures. Proposal excludes the following unless otherwise stated in the proposal: Permits, Excavation, Staking, Material Testing, Sod Restoration & Landscaping, Manhole/Catch Basin/Gate Valve Adjustments or Repairs, Vegetation Removal, SAC/WAC Charges, Dewatering. You authorize PPS to perform a credit investigation and /or obtain credit reports from credit reporting agencies.

Notice Of Lien: Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

Customer Initial _____Date _____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Perdue Pavement Solutions, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2001 Meadow Ave

Requester's name and address (optional)

6 City, state, and ZIP code
East Peoria, IL 61611

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
0 4 - 3 8 3 7 9 6 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Kenneth D Perdue Date ▶ 2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sheila Snow	
HENDERSON WEIR AGENCY, INC. 100 S. MAIN PO BOX 230 MACKINAW IL 61755	PHONE (A/C, No, Ext): 309-359-3741	FAX (A/C, No): 309-359-8161
	E-MAIL ADDRESS: sheila@hendersonweir.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: PEKIN INSURANCE COMPANY	
INSURED PERDUE PAVEMENT SOLUTIONS, INC. 2001 MEADOW AVENUE EAST PEORIA IL 61611	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			CL0008734	07/06/2018	07/06/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 1,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			00P589326	07/06/2018	07/06/2019	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$ 1,000,000
							BODILY INJURY (Per accident)	$ 1,000,000
							PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			00CU16789	07/06/2018	07/06/2019	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		00WC48419	07/06/2018	07/06/2019	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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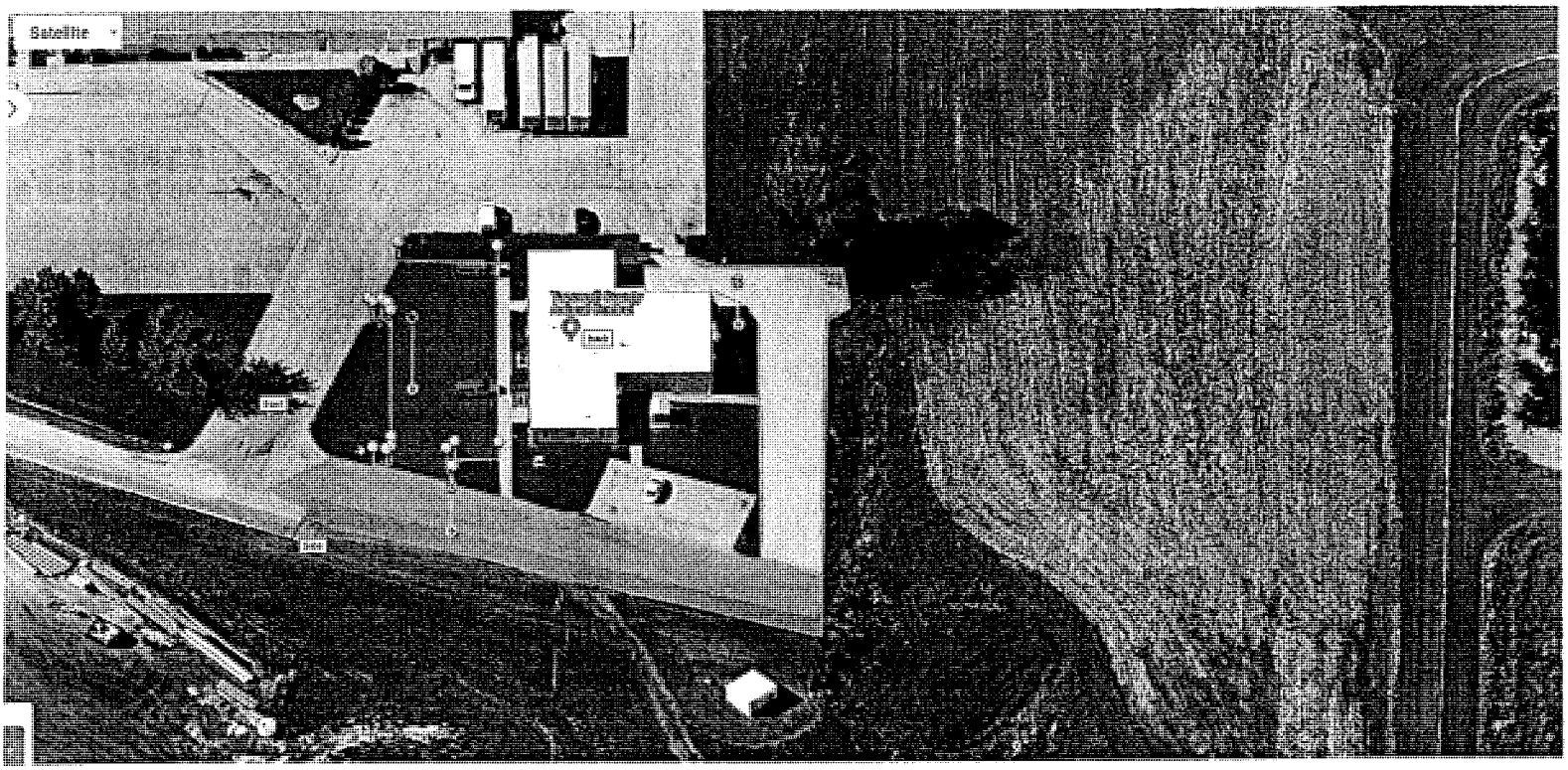
Photo: 1

Job #: 2019-0110 Site: Tazewell County Animal Control : 21314 Rt 9 , Tremont, 61568



COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

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

WHEREAS, the agreement is an extension of the current contract which will include all new machines, toner, color toner, drum, labor and parts; and

WHEREAS, the costs for this lease agreement is $4,404 per month.

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

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

PASSED THIS 29th DAY OF MAY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

DIGITAL COPY SYSTEMS, LLC
☐SALES ☒SERVICE ☐LEASE ☐RENTAL AGREEMENT

1619 W Altorfer Dr. Peoria, IL 61615

Ship To:	Bill To:
Name:	Name: Tazewell County Finance Dept.
Address:	Address: 11 South 4th Street
	Suite 120
City: State: Zip:	City: Pekin State: IL Zip: 61554
Contact:	Contact:
Phone: Fax:	Phone: 309-478-5902 Fax:
Purchase Order:	Order Date:
Email:	Email:

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

Equipment	N/U/D	Location	Serial #	Meter	Price
Please See Equipment					
Schedule C.					
Toner					
Qty: ( )		**Type:**			
Comments: This is a 5-year extension of current contract #4696 with all new machines					
Tazewell County will own the copiers at the end of the agreement.					

Contract\Lease Term 60 Months Start Date _____ to End Date _____

Security Deposit N/A Monthly Payment $4,404 Purchase Option ☐1.00 ☐FMV

Maintenance Base Charge $_____ Per ☒Month ☐Quarter ☐Year

258,333 B&W Copies Incl. Per ☒Month ☐Quarter ☐Year Overages .0049 /copy

21,500 Color Copies Incl. Per ☒Month ☐Quarter ☐Year Overages .049 /copy

Items Incl. in Contract: ☒Toner ☒Color Toner ☒Drum ☒Labor ☒Parts ☐Ink ☐Masters

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

SCHEDULE C				
LIST OF COPIERS BY DEPARTMENT				
LOCATION	MODEL	ID #	SERIAL #	Replacement Model
ROUTE 9				
Highway Dept - COLOR	IRC3080i	1040	DBF05527	Canon IRADVC356iF
E.M.A	IR3025	2499	MTV03840	Canon IRADV525iF
Animal Control	IR1025if	4525	DRL59167	Canon IR1435iF
ARCADE BLDG				
Veterans	IR1025if	4521	DRL37214	Canon IR1435iF
TAZEWELL BLDG				
GIS DEPT - COLOR	IRC3080i	2413	DBF03349	Canon IRADVC356iF
Public Defender	IR1025if	4499	DRL75446	Canon IR1435iF
OLD POST OFFICE				
Adult Probation	IR3245i	1051	DHK03841	Canon IRADV525iF
Deferred Prosecution	IR2022i	1044	MXD04842	Canon IRADV525iF
Intensive Svcs (old Pretrial)	IR3230	1049	DFR02185	Canon IRADV525iF
Juvenile Probation (BASEMENT)	IR3230	1045	DFR02225	Canon IRADV525iF
Juvenile States Attorney-2ND FL	IR5065	1047	CXG00881	Canon IRADV525iF
MCKENZIE BLDG				
Assessors	IR5050n	6970	DZA14013	Canon IRADV525iF
Assessors (Public-Coin)	IR2230	1061	KJC04622	Canon IRADV525iF
Auditor Office	IR3230	4011	DFR07379	Canon IRADV525iF
Board of Review	IR1025if	4497	DRL37221	Canon IR1435iF
Community Devel - COLOR	IRC3080i	1059	DBF05550	Canon IRADVC356iF
Coroner - COLOR	IRC2550	1062	DCA06332	Canon IRADVC356iF
County Board Admin-color	IRC2550	1060	DCA06324	Canon IRADVC356iF
County Clerk - COLOR	IRC3080i	1054	DBF05523	Canon IRADVC356iF
Finance Dept	IR6570	2062	SLP10734	Canon IRADV525iF
Human Resources	IRC3080i	1058	DBF05590	Canon IRADVC356iF
Circuit Clerk Room 203- Caleb	IR2022i	1066	MXD04833	Canon IRADV525iF
Jury Commission (from Advocate)	IR1025if	4529	DRL08974	Canon IR1435iF
Print Shop	IR7095	2059	SHX00446	Canon IRADV8585i
Print Shop Color	IRADVC7055	4526	GQG10069	Canon IRADVC5560i
Purchasing Dept	IR6570	2060	KHN01749	Canon IRADV525iF
Recorder of Deeds 1	IR3230	1063	DFR02360	Canon IRADV525iF
Recorder of Deeds 2	IR3230	1065	DFR02363	Canon IRADV525iF
RISO DUPLICATOR-PRINT SHOP	EZ220		78501080	
Treasurers Office - COLOR	IRC3080i	1042	DBF05591	Canon IRADVC356iF
JUSTICE CENTER				
Booking	IR1025n	4371	DQX01354	Canon IR1435i
Civil Processing	IR3245i	1050	DHK03852	Canon IRADV525iF
Clerks Office - Jail	IR2525	20040	FRU03463	Canon IRADV525iF
Control room-2nd Floor	IR1025n	4509	DQX14575	Canon IR1435i
Deputies-outside Jane's office	IR1025n	4288	DQX02971	Canon IR1435i
Detectives - COLOR	IRACVC5235	4310	JWH14838	Canon IRADVC356iF
Janes' Office	IR1025n	4530	DQX00992	Canon IR1435i
Maintenance	IR3530	2063	KJG00438	Canon IRADV525iF
Sheriff's-DUI Write-Up Dept	IR1025if	4519	DRL08967	Canon IR1435iF
COURT HOUSE				
Circuit Clerk Admin - COLOR	IRADVC5235	4332	JWH16108	Canon IRADVC356iF
Circuit Clerk Acctg - Room 203A	IR1025if	4523	DRL58998	Canon IR1435iF
Circuit Clerk Criminal	IR2022i	1067	MXD04841	Canon IRADV525iF
Circuit Clerk Traffic 206	IR2230	2061	KJC02601	Canon IRADV525iF
Circuit Clk-Family 205	IR3230	1064	DFR02230	Canon IRADV525iF
Court Reporter - RM 306A	IR3230	1068	DFR02380	Canon IRADV525iF
Court Room 101 - Civil	IR1025if	4528	DRL08958	Canon IR1435iF
Court Room 104	IR1025if	4527	DRL77370	Canon IR1435iF
Court Room 202 - Assoc Civil	IR1025if	4510	DRL07331	Canon IR1435iF
Court Room 302 - Divorce Ct	IR1025if	4283	DRL27418	Canon IR1435iF
Court Room 306 - Traffic	IR1025if	4518	DRL03549	Canon IR1435iF
Court Room 308 - Felony	IR1025if	4522	DRL58999	Canon IR1435iF
Courts Admin Ofc - COLOR	IRC2550	1102	DCA06506	Canon IRADVC356iF
Judges Office Room 307e	IR5065	1048	CXG00896	Canon IRADV525iF
Law Library	IR1025if	4524	DRL25535	Canon IR1435iF
Microfilm	IRADV6255	7999	NMU02409	Canon IRADV525iF
States Attorney 1st Floor- COLOR	IRADVC5255	8095	JME09938	Canon IRADVC5560i
States Attorney Room 305	IR1025n	4520	DQX12510	Canon IR1435i
States Attorney Traffic 201	IR3230	1057	DFR02381	Canon IRADV525iF

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 the annual purchase of network and email licensing; and

WHEREAS, bids were obtained for the annual renewal as well as necessary updates and the lowest responsible bid is from Consensus Technologies for a total cost of $51,560.75; and

WHEREAS, the Software/Licenses fund will be used to pay for the cost of the licensing which are appropriated in the FY19 budget.

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, Finance Department and the Auditor of this action.

PASSED THIS 29th DAY OF MAY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Bidder:		Consensus Technologies	Weisberg Consulting, Inc.	ACP CreativIT	
Date/Time Received		05/16/19 8:40 AM	05/16/19 8:40 AM	05/16/19 8:40 AM	
Product	Qty	Each / Total	Each / Total	Each / Total	
ZENworks Aset Management Renewal	270	$6.95 / $1,876.50	$7.80 / $2,106.00	$6.993 / $1,888.11	
Novell Open Workgroup Suite Renewal	495	$98.70 / $48,856.50	$109.82 / $54,360.90	$101.1465 / $50,067.52	
Groupwise including Mobile Server Renewal	25	$33.11 / $827.75	$38.26 / 956.50	$33.096 / $827.40	
Grand Total		$51,560.75	$57,423.40	$52,783.03	

COMMITTEE REPORT F-19-06

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:

Carroll Ives
Nancy Proehl
Frank Scortino
Mindy Day
Jon Mouton
Monica Connett

RESOLUTION

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

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

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

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

PASSED THIS 29th DAY OF MAY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

AGREEMENT BETWEEN TAZEWELL COUNTY AND HOPEDALE MEDICAL COMPLEX

In consideration of the provisions provided herein, Tazewell County and Hopedale Medical Complex agree to enter into an agreement for discounted charges for Tazewell County employees and their dependents utilizing the services of Hopedale Medical Complex as part of the Tazewell County's health insurance program. Upon execution of this Agreement, any prior agreements regarding reimbursement discounts between the parties are replaced with this Agreement effective on the date set forth in Paragraph 3 below.

1. Inpatient Reimbursement of Covered Expenses: A discount of 30% shall be applied to all charges. For inpatient claims exceeding $10,000.00 in charges, an additional 5% discount shall be applied if paid within 35 days of submission of a clean claim.

2. Outpatient Reimbursement of Covered Expenses: A discount of 35% shall be applied to all charges.

3. This agreement shall take effect for claims paid on or after June 1, 2019, and terminate on May 31, 2022, unless extended by mutual consent of both parties.

4. If Hopedale Medical Complex raises its charges in excess of 3% in any one year, Tazewell County shall have the right to renegotiate this agreement.

5. Hopedale Medical Complex recognizes that Tazewell County has an exclusive agreement with Unity Point – Methodist for hospital services in Peoria County and that Tazewell County pays 0% at any other hospital in Peoria County. Hopedale Medical Complex will, therefore, make every effort to transfer patients to Tazewell County's preferred hospital in Peoria County; but the ultimate decision on where services are provided will lie with the patient and his/her attending physician.

HOPEDALE MEDICAL FOUNDATION, d/b/a HOPEDALE HOSPITAL, an Illinois not-for-profit corporation

By: A.F. COO

Date: 5/8/19

TAZEWELL COUNTY, a body politic

By: _____

Date: _____

COMMITTEE REPORT F-19-07

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the Finance Committee recommends to the County Board to approve the attached Agreement between Tazewell County and UnityPoint Health for Tazewell County employees; and

WHEREAS, the contract term of discounted charges for Tazewell County employees and their dependents utilizing their services as part of the Tazewell County's health insurance program is for three years effective June 01, 2019

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, UnityPoint Health, the Human Resources Department and the Auditor of this action.

PASSED THIS 29th DAY OF MAY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Proposed Healthcare Rates

Tazewell County
Exclusive UnityPoint Health Plus Rate Schedule

EFFECTIVE DATE: June 1, 2019
CONTRACT TERM: Three (3) years

Methodist, Proctor, Pekin

Inpatient Rates (except for case rates set forth below)	Year 1	Year 2	Year 3
DRG Base Rate	$7,725	$7,950	$8,200

Basic Payment = DRG Base Rate X Relative Weight Factor

Relative Weight Factor = The Relative weight as determined by the Center for Medicare and Medicaid Services (CMS) and published in the Federal Register, updated yearly.

Psychiatric Services (Methodist) :
All inpatient psychiatric services: 5% discount off charges

		Year 1	Year 2	Year 3
Skilled Nursing Center (Proctor)	Per Diem	$800	$825	$850

*Outlier: For Inpatient services, if the Facility's regular billing rates for a Facility Stay are equal to or greater than 3.5 times the calculated DRG (Outlier Threshold), the payor will pay or arrange to pay Facility, the Facility's billed rate reduced by 60%.

Methodist, Proctor, Pekin

Outpatient Rates

Outpatient services will be discounted by 60% off billed charges.

Outpatient psychiatric discount :
Partial Hospitalization psychiatric discount (Methodist): 5% discount off charges

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UnityPoint Health Plus Physician Network

Reimbursement will be based on the following:
130% of current year RBRVS for Primary Care Physicians
150% of current year RBRVS for Specialty Care Physicians
20% discount for any code in which there is not an RBRVS fee available

Note: The majority of the Health Plus providers will be based on the above Rates, however, there will be some provider reimbursement based on various methods, including a discount off billed charges.

See the UnityPoint Health Plus Provider Directory online for a listing of participating providers at www.healthpluspeoria.com.

Reimbursement will be the lesser of the fee schedule as outlined in the agreement or the provider's billed charges. Varied Fee Schedules will be provided to the Payor to be reimbursed according to the provider's agreement with UnityPoint Health Plus.

Hospital Based Physicians

****These medical groups are independent physician providers not employed by UnityPoint.*

Group Name	Fee Schedule
***Emergency Physicians	20% discount off billed charges
***Radiologists Services	300% of current year RBRVS
***Peoria Tazewell Pathology Group	28% discount off billed charges
Anesthesiologists	25% discount off billed charges
UnityPoint Hospitalists	150% of current year RBRVS

Proposal Notes:

- Discounted rates listed above include Methodist, Proctor, & Pekin based ambulatory outpatient surgery only. Any other freestanding ambulatory surgical center not affiliated with Methodist Medical Center, Proctor Hospital, or Pekin Hospital in Peoria, Tazewell and Woodford counties without consent of UnityPoint Health Plus are considered out of network or non-PPO. This will include but not limited to Peoria Day Surgery, Great Plains Orthopaedics, Soderstrom Skin Institute and OSF Center for Health.
- This proposal also includes separate pricing for Home Health Services and Hospice Services.
- New services developed by UnityPoint Health Plus during the term of the contract are not subject to the above discounts. Rates for new services will be negotiated separately.
- Inpatient and outpatient Hospital services are subject to periodic increases.
- This proposed pricing is based upon an exclusive UnityPoint Health Plus agreement.
- Proposed pricing is subject to change if not accepted within 60 days.

Additional Hospital Discounts Included

UnityPoint Health Plus includes additional hospitals at the indicated discount rates for both inpatient and outpatient services. Physician networks are available with some of these hospitals as indicated.

Memorial Medical Center *Springfield, Illinois*	20% discount
Ann & Robert H Luri Children's Hospital of Chicago *Chicago, Illinois*	30% discount

Ancillary Services Discounts

Home Health Services (UnityPoint Home Health)

Home Health Services Available at a 15% discount off charges include:

Skilled Nursing	Physical Therapy
Psychiatric Nursing	Occupational Therapy
Social Work	Speech Therapy
Home Health Aid	

-Available 24 hours a day, 7 days a week, including a second shift staff.
-Price includes travel time portal to portal, direct patient contact time and documentation time.
-Any portion of time over a two-hour minimum, but less than four hours, will be charged as two visits.
-Non-routine supplies subject to a 15% discount off charges.
-Serving clients in Peoria, Woodford, Tazewell, Fulton, Knox, Stark, Putnam, Mason, & Marshall counties.
-Occupational Therapy includes the services of an OT and OTA supervised by the OT.
-Physical Therapy includes the services of a PT and a PTA supervised by the PT.

Hospice Services (UnityPoint Hospice)

Hospice Services available at a 15% discount off the Routine Care Rate

Routine Care rate includes all of the following disciplines:
Registered Nurse
Social Worker
Pastoral Care
Home Care Aide
Home Medical Equipment
Oral Medications specific to pain control

Other Hospice services available at the 15% discount:
Continuous Care
Respite Care
General Inpatient Care

Illinois Institute of Addiction Recovery

Inpatient & Outpatient Services provided at:
Illinois Institute for Addiction Recovery at Proctor Hospital

	Rate	Rev Codes	DRG
Adult & Adolescent	50% discount	116, 118, 126, 128, 913, 900	894-897

Outpatient Services provided at:
Illinois Institute for Addiction Recovery at Proctor Hospital
Illinois Institute for Addiction Recovery at Springfield

	Rate	Rev Codes
Adult & Adolescent	50% discount	912, 905, 906, 914, 915, 916, 301, 942

Outpatient Services provided at:

Illinois Institute for Addiction Recovery at Advocate Bromenn

	Rate	Rev Codes
Adult & Adolescent	50% discount	905, 906,914, 915, 916, 942

Methodist Medical Center of Illinois, Proctor Hospital, Pekin Hospital
General Information

Hospital facilities	Address, General Phone & Fax	Claims Address and payment office	Provider Tax ID Number
Methodist Medical Center of Illinois	221 NE Glen Oak Ave Peoria, IL 61636 (309) 672-4848	MMCI Business Office PO Box 26708 Salt Lake City, UT 84126	37-0661223
Methodist Medical Center of Illinois, Home Health	120 NE Glen Oak Ave Ste 200 Peoria, IL 61603 309-671-8247 Fax (309) 671-2743	MMCI Home Health 6220 Reliable Parkway Chicago, IL 60686	37-0661223
Methodist Medical Center of Illinois, Hospice Services	120 NE Glen Oak Ave Ste 200 Peoria, IL 61603 309-672-5746 Fax: (309) 671-2168	MMCI Hospice 6220 Reliable Parkway Chicago, IL 60686	37-0661223
Proctor Hospital	5409 N Knoxville Ave Peoria, IL 61614 (309) 691-1000	Proctor Hospital PO Box 26708 Peoria IL 61612-3336	37-0681540
Proctor Hospital Skilled Nursing	5409 N Knoxville Ave Peoria, IL 61614 (309) 691-1093 Fax: (309) 689-6064	Proctor Hospital PO Box 26708 Salt Lake City, UT 84126	37-0681540
Illinois Institute for Addiction Recovery Addiction Recovery Treatment	5409 N. Knoxville Ave Peoria, IL 61614 (309) 691-1055 Fax: (309) 689-6064	Proctor Hospital PO Box 26708 Salt Lake City, UT 84126	37-0681540
Pekin Hospital	600 S. 13th Street Pekin, IL 61554 (309) 347-1151	Pekin Hospital PO Box 26708 Salt Lake City, UT 84126	37-0692351

COMMITTEE REPORT F-19-09

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 accept the attached document as authorized fee costs for the Circuit Clerk; and

WHEREAS, Public Act 100-0987 enabled the County Board to establish and fix the Clerk of the Circuit Court fees by Resolution and in accordance with the provisions of Public Act 100-0987; and

WHEREAS, the effective date of the Circuit Court Clerk fees shall be July 01, 2019 as provided by Public Act 100-0987.

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

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

PASSED THIS 29th DAY OF MAY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

RESOLUTION

WHEREAS, Public Act 100-0987 passed by the General Assembly on June 29, 2018, and approved August 20, 2018 effective July 1, 2019 repeals 55 ILCS 5/5-1101, Court Usage Fee; 55 ILCS 5/5-1101(f), Drug Court Fee; 55 ILCS 105-27.2w, Clerk Fee; 55 ILCS 5/5-1103, Court Security; 55 ILCS 5/4-2002, 625 ILCS 15/16-105, Prosecuting Attorney Fees; 625 ILCS 5/16-104c a and b, Court Supervision fee for Police Vehicle Fund and creates 705 ILCS 135/10-5 establishing funds; and

WHEREAS, Public Act 100-0987 establishes fee schedules for criminal offenses and directs that a portion of the assessments shall be deposited into the County General Fund for use in financing the court system;

WHEREAS, the effective date of the Criminal and Traffic Assessment Act shall be July 1, 2019 as provided by Public Act 100-0987;

NOW, THEREFORE, BE IT RESOLVED by the County Board of Tazewell County, in regular meeting assembled, as follows:

1. That the funds collected by the Circuit Clerk according to Public Act 100-0987 for the County General Fund for use in financing the court system shall be remitted to the County Treasurer as follows:

(705 ILCS 135/15-5 to 15-70)

(1) SCHEDULE 1: Generic Felony $354 (the county's portion). The fees collected under this schedule shall be disbursed as follows:

(A) The clerk shall retain a sum, in an amount not to exceed $45 to be used for court automation, court document storage, and administrative purposes.

(B) The clerk shall remit $ $309 to the County Treasurer for purposes related to the operation of the court system in the county. The funds shall be deposited as follows:

$10 into the Child Advocacy Center Fund;
$2 into the State's Attorney Records Automation Fund;
$2 into the Public Defender Records Automation Fund;
$20 into the County Jail Medical Costs Fund;
$20 into the Probation and Court Services Fund;
$50 into the Court Usage Fund;
$5 into the Drug Court Fund;
$25 into the Court Security Fund;
$30 into the State's Attorney Prosecuting Attorney Fund; and
$145 into the Clerk Fund

(2) SCHEDULE 2: Felony DUI Offenses $399 (the County's Portion). The fees collected under this schedule shall be disbursed as follows:

(A) The clerk shall retain a sum, in an amount not to exceed $45 to be used for court automation, court document storage, and administrative purposes.

(B)The clerk shall remit $354 to the County Treasurer for purposes related to the operation of the court system in the county. The funds shall be deposited as follows:

$10 into the Child Advocacy Center Fund;
$2 into the State's Attorney Records Automation Fund;
$2 into the Public Defender Records Automation Fund;
$20 into the County Jail Medical Costs Fund;
$20 into the Probation and Court Services Fund;
$30 into the Court Usage Fund;
$5 into the Drug Court Fund;
$25 into the Court Security Fund;
$30 into the State's Attorney Prosecuting Attorney Fund;
$20 into the Police Vehicle Fund; and
$190 into the Clerk Fund

(3) SCHEDULE 3: Felony Drug Offenses $354 (the County's Portion). The fees collected under this schedule shall be disbursed as follows:

(A) The clerk shall retain a sum, in an amount not to exceed $45 to be used for court automation, court document storage, and administrative purposes.

(B) The clerk shall remit $309 to the County Treasurer for purposes related to the operation of the court system in the county. The funds shall be deposited as follows:

$10 into the Child Advocacy Center Fund;
$2 into the State's Attorney Records Automation Fund;
$2 into the Public Defender Records Automation Fund;
$20 into the County Jail Medical Costs Fund;
$20 into the Probation and Court Services Fund;
$50 into the Court Usage Fund;
$5 into the Drug Court Fund;
$25 into the Court Security Fund;
$30 into the State's Attorney Prosecuting Attorney Fund; and
$145 into the Clerk Fund

(4) SCHEDULE 4: Felony Sex Offenses $354 (the county's portion). The fees collected under this schedule shall be distributed as follows:

(A) The clerk shall retain a sum, in an amount not to exceed $45 to be used for court automation, court document storage, and administrative purposes.

(B) The clerk shall remit $309 to the County Treasurer for purposes related to the operation of the court system in the county. The funds shall be deposited as follows:

$10 into the Child Advocacy Center Fund;
$2 into the State's Attorney Records Automation Fund;
$2 into the Public Defender Records Automation Fund;
$20 into the County Jail Medical Costs Fund;
$20 into the Probation and Court Services Fund;
$50 into the Court Usage Fund;
$5 into the Drug Court Fund;
$25 into the Court Security Fund;
$30 into the State's Attorney Prosecuting Attorney Fund; and
$145 into the Clerk Fund

(5) Schedule 5: Misdemeanor Generic Offenses $282 (the county's portion). The fees collected under this schedule shall be distributed as follows:

(A) The clerk shall retain a sum, in the amount not to exceed $45 to be used for court automation, court document storage, and administrative purposes, and $8 for e-citation purposes.

(B) The clerk shall remit $229 to the County Treasurer for purposes related to the operation of the court system in the county. The funds shall be deposited as follows:

$10 into the Child Advocacy Center Fund;
$2 into the State's Attorney Records Automation Fund;
$2 into the Public Defender Records Automation Fund;
$10 into the County Jail Medical Costs Fund;
$20 into the Probation and Court Services Fund;
$25 into the Court Usage Fund;
$5 into the Drug Court Fund;
$25 into the Court Security Fund;
$10 into the State's Attorney Prosecuting Attorney Fund; and
$120 into the Clerk Fund

(6) Schedule 6: Misdemeanor DUI Offenses $322 (the county's portion). The fees collected under this schedule shall be distributed as follows:

(A) The clerk shall retain a sum, in an amount not to exceed $45 to be used for court automation, court document storage, and administrative purposes, and $8 for e-citation purposes.

(B) The clerk shall remit $269 to the County Treasurer for purposes related to the operation of the court system in the county. The funds shall be deposited as follows:

$10 into the Child Advocacy Center Fund;
$2 into the State's Attorney Records Automation Fund;
$2 into the Public Defender Records Automation Fund;
$10 into the County Jail Medical Costs Fund;
$20 into the Probation and Court Services Fund;
$30 into the Court Usage Fund;
$5 into the Drug Court Fund;
$25 into the Court Security Fund;
$10 into the State's Attorney Prosecuting Attorney Fund;
$20 into the Police Vehicle Fund; and
$135 into the Clerk's Fund

(7) Schedule 7: Misdemeanor Drug Offenses $282 (the county's portion). The fees collected under this schedule shall be distributed as follows:

(A) The clerk shall retain a sum, in an amount not to exceed $45 to be used for court automation, court document storage, and administrative purposes, and $8 for e-citation purposes.

(B) The clerk shall remit $229 to the County Treasurer for purposes related to the operation of the court system in the county. The funds shall be deposited as follows:

$10 into the Child Advocacy Center Fund;
$2 into the State's Attorney Records Automation Fund;
$2 into the Public Defender Records Automation Fund;
$10 into the County Jail Medical Costs Fund;
$20 into the Probation and Court Services Fund;
$25 into the Court Usage Fund;
$5 into the Drug Court Fund;
$25 into the Court Security Fund;
$10 into the State's Attorney Prosecuting Attorney Fund; and
$120 into the Clerk's Fund

(8) Schedule 8: Misdemeanor Sex Offenses $282 (the county's portion). The fees collected under this schedule shall be distributed as follows:

(A) The clerk shall retain a sum, in an amount not to exceed $45 to be used for court automation, court document storage, and administrative purposes, and $8 for e-citation purposes.

(B) The clerk shall remit $229 to the County Treasurer for purposes related to the operation of the court system in the county. The funds shall be deposited as follows:

$10 into the Child Advocacy Center Fund;
$2 into the State's Attorney Records Automation Fund;
$2 into the Public Defender Records Automation Fund;
$10 into the County Jail Medical Costs Fund;
$20 into the Probation and Court Services Fund;
$25 into the Court Usage Fund;
$5 into the Drug Court Fund;
$25 into the Court Security Fund;
$10 into the State's Attorney Prosecuting Attorney Fund; and
$120 into the Clerk's Fund

(9) Schedule9: Major Traffic Offenses $203 (the county's portion). The fees collected under this schedule shall be distributed as follows:

(A) The clerk shall retain a sum, in an amount not to exceed $45 to be used for court automation, court document storage, and administrative purposes, and $8 for e-citation purposes.

(B) The clerk shall remit $150 to the County Treasurer for purposes related to the operation of the court system in the county. The funds shall be deposited as follows:

$25 into the Court Usage Fund;
$5 into the Drug Court Fund;
$25 into the Court Security Fund;
$10 into the State's Attorney Prosecuting Attorney Fund; and
$85 into the Clerk's Fund

(10) Schedule10: Minor Traffic Offense $168 (the county's portion). The fees collected under this schedule shall be distributed as follows:

(A) The clerk shall retain a sum, in an amount not to exceed $45 to be used for court automation, court document storage, and administrative purposes, and $8 for e-citation purposes.

(B) The clerk shall remit $115 to the County Treasurer for purposes related to the operation of the court system in the county. The funds shall be deposited as follows:

$5 into the Court Usage Fund;
$5 into the Drug Court Fund;
$25 into the Court Security Fund;
$10 into the State's Attorney Prosecuting Attorney Fund;
$20 into the Police Vehicle Fund; and
$50 into the Clerk's Fund

(11) Schedule10.5: Overweight Traffic Offense $168 (the county's portion). The fees collected under this schedule shall be distributed as follows:

(A) The clerk shall retain a sum, in an amount not to exceed $45 to be used for court automation, court document storage, and administrative purposes, and $8 for e-citation purposes.

(B) The clerk shall remit $115 to the County Treasurer for purposes related to the operation of the court system in the county. The funds shall be deposited as follows:

$5 into the Court Usage Fund;
$5 into the Drug Court Fund;
$25 into the Court Security Fund;
$10 into the State's Attorney Prosecuting Attorney Fund;
$20 into the Police Vehicle Fund; and
$50 into the Clerk's Fund

(12) Schedule11: Conservation Offenses $168 (the county's portion). The fees collected under this schedule shall be distributed as follows:

(A) The clerk shall retain a sum, in an amount not to exceed $45 to be used for court automation, court document storage, and administrative purposes, and $8 for e-citation purposes.

(B) The clerk shall remit $115 to the County Treasurer for purposes related to the operation of the court system in the county. The funds shall be deposited as follows:

$5 into the Court Usage Fund;
$5 into the Drug Court Fund;
$25 into the Court Security Fund;
$10 into the State's Attorney Prosecuting Attorney Fund;
$20 into the Police Vehicle Fund; and
$50 into the Clerk's Fund

(13) Schedule12: Pre- Pay Offenses $100 (the county's portion). The fees collected under this schedule shall be distributed as follows:

(A) The clerk shall retain a sum, in an amount not to exceed $45 to be used for court automation, court document storage, and administrative purposes, and $8 for e-citation purposes.

(B) The clerk shall remit $47 to the County Treasurer for purposes related to the operation of the court system in the county. The funds shall be deposited as follows:

$5 into the Court Usage Fund;
$10 into the Court Security Fund;
$2 into the State's Attorney Prosecuting Attorney Fund; and
$30 into the Clerk's Fund

(14) Schedule13: Non-traffic Petty Offenses, non-traffic Ordinance Violations and Business Offenses $75 (the county's portion). The fees collected under this schedule shall be distributed as follows:

(B) The clerk shall retain a sum, in an amount not to exceed $45 to be used for court automation, court document storage, and administrative purposes, and $8 for e-citation purposes.

(B) The clerk shall remit $22 to the County Treasurer for purposes related to the operation of the court system in the county. The funds shall be deposited as follows:

$22 into the Clerk's Fund

2. That the effective date of the schedule of fees remitted to the County Treasurer by the Circuit Clerk adopted herein shall be adopted July 1, 2019. Passed, approved and adopted this _____day of _____, 2019.

_____
David Zimmerman
Tazewell County Board Chairman

ATTEST:

_____
County Clerk

COMMITTEE REPORT F-19-11

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 approve the mileage claims submitted outside of the 60-day deadline; and

WHEREAS, the justification of the extenuating circumstances that caused the late request were due to a change in the interpretation for mileage reimbursement; and

WHEREAS, a memo of explanation is included with this Resolution.

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

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

PASSED THIS 29th DAY OF MAY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

TAZEWELL COUNTY HIGHWAY DEPARTMENT

CRAIG FINK
COUNTY ENGINEER

21308 ILLINOIS ROUTE 9
TREMONT, IL 61568

cfink@tazewell.com

PHONE (309) 925-5532
FAX (309) 925-5533

May 16, 2019

Hon. Tim Neuhauser
Chair, Finance Committee
McKenzie Building
11 S. 4th Street, Ste. 432
Pekin, IL 61554

Re: Request for Mileage Reimbursement - Past 60 Days

Dear Rep. Neuhauser:

In accordance with our travel reimbursement policy, expenses for mileage reimbursement shall be submitted no later than 60 days after the last day of the month during which the travel occurred. On April 26, 2019 I submitted mileage reimbursement requests which ended up outside the required 60 days as follows:

- 01/30/2019 – Multiple meetings in Springfield to inform and advise legislators, including those representing Tazewell County with some of our County Board members, and others on our unmet transportation needs. 148 miles.
- 02/25/2019 – IACE meeting at IDOT to review legislation and NPR interview on unmet statewide local transportation needs. 139 Miles.

All travel was in my personal vehicle per my employment agreement. The interest our state legislature has shown in the inequitable share of state-collected highway user fees returned to local roads is a rare occasion last occurring in 1999. My late request is due to the additional effort I am putting forth on that front which is geared towards increasing the local share, including Tazewell County's share, of funding.

I respectfully request reimbursement for this mileage

Please feel free to contact me for any additional information at (309) 925-5532.

Sincerely,

Craig Fink, P.E.
County Engineer
Tazewell County, Illinois

cc: Hon. Greg Menold, Transportation Committee Chairman
Craig Peters, Finance Director

COMMITTEE REPORT F-19-10

Mr. Chairman and Members of the Tazewell County Board:

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the purchase of a squad car for the Sheriff's Department; and

WHEREAS, the purchase will be funded by the Risk Management Fund as it is a replacement of a squad car totaled in an accident; and

WHEREAS, the County's insurance company has offered to arrange for the disposal of the damaged squad car and salvage of parts and then send proceeds less any storage fees to the County.

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

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

PASSED THIS 29th DAY OF MAY, 2019.

ATTEST:

_____	_____
Tazewell County Clerk	Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to accept the quote from Zobrio for Abila MIP Fund Accounting; and

WHEREAS, the Abila MIP Accounting System software is currently utilized by the Health Department and this agreement will allow for expansion to all County offices; and

WHEREAS, this system will replace the BUCS Accounting software and the CHIPS Payroll software; and

WHEREAS, authorization is granted to the County Board Chairman to sign and execute the Agreement to proceed with the new system upon approval.

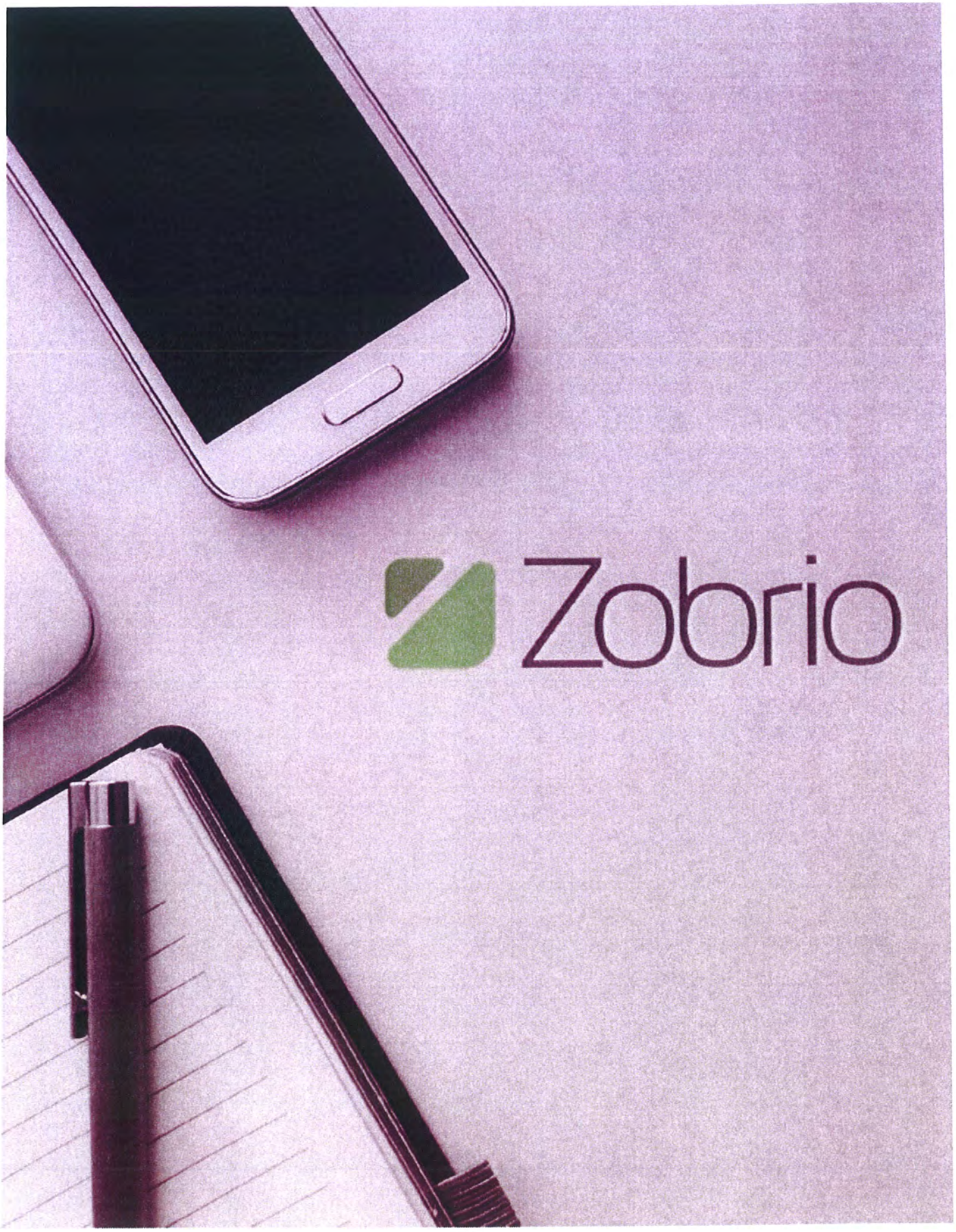
THEREFORE BE IT RESOLVED that the County Board approve this agreement.

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

PASSED THIS 29th DAY OF MAY, 2019.

ATTEST:

Tazewell County Clerk	Tazewell County Board Chairman


Zobrio

April 23, 2019

Shelly Hranka
County Auditor
McKenzie Building
11 S 4th St Ste 120
Pekin IL 61554

Zobrio is pleased to submit our proposal to replace your current accounting software. Zobrio is proposing to install Abila MIP with Zobrio Cash Management. Our proposal is a completely unified solution that meets all requirements, including project management, software configuration, acceptance testing, documentation, onsite training, software maintenance and support This is a completely unified product.

Zobrio Strengths

Zobrio is a local company that understands the needs of your organization. We are just a short drive from your office and we have other clients in your region. Zobrio will provide a dedicated consultant to this project that has experience with your organization. We have carefully researched the needs of your organization and feel that the scope we are providing is complete and well planned. We feel confident that we understand your unique challenges.

Implementing fund accounting and support the network is all we do. We are not also selling different software to other offices. This is our total focus. Our goal is to be the best at what we do. Once you begin branching out into other areas, your whole operation becomes less focused on your true mission. Our commitment to fully integrated solutions and to our client base is unsurpassed. We have established ourselves as the recognized market leader in the area of government financial solutions.

In Summary

Zobrio has earned our position in the marketplace based on excellent references, visionary leadership, and outstanding team members who put the customer first. We offer a very low risk option with a very high return on investment for this financial solution.

Our team looks forward to working with and for you on this project. If you have any questions, please contact us at the numbers listed below.

Respectfully submitted,

Matthew Kreutzer, Sales Manager
Mobile (314) 315-3639
Office (314) 732-4756
E-Mail matthew.kreutzer@zobrio.com

COMPANY INFORMATION

Name	Zobrio (Since August 2014)
Previous Names	WTI Systems Ltd. (Since 1987)
Street Address	1741 South Big Bend Blvd
City, State, Zip	St. Louis, MO 63117
Phone Number	800-796-4984
Web Address	www.zobrio.com
Name of CEO	John Varadian
Current Number of Employees	30
Total Number of Customers	600+
Year the company was established	1987
Office locations	St. Louis, MO; Springfield, IL; Boston, MA;
Full-Time Employees	**Area of Involvement**
1	CEO
4	Software Development
4	Sales
5	IT Services
11	Application Consulting
1	Marketing
4	Administrative

Types of Business Ventures: With 30 years of experience Zobrio was founded with the sole purpose of providing outstanding software and technological support to government organizations. We are a privately owned organization that has more than 25 employees that specializes in our offerings. This is our entire focus twenty four hours a day, seven days a week. Zobrio has grown into one of the largest support organizations for government agencies. We are confident that other vendors cannot bring our level of expertise to an organization like yours. Our support team is made up of CPA's, MBA's, accountants as well as Microsoft certified engineers. The Zobrio corporate office is located in St. Louis, Missouri and we have regional office in Springfield, Illinois and Boston, Massachusetts.

Module Description

ACCOUNTS PAYABLE

The Accounts Payable module is used to centralize all vendor information and automate 1099 production. To help create a streamlined process, your Accounts Payable transactions will simultaneously update vendor accounts and the General Ledger. Reporting is easier because you can pay vendors from multiple cash accounts.

ACCOUNTS RECEIVABLE REPORTING and BILLING

Accounts Receivable reporting allows you to track and all revenue streams while managing their information.

Accounts Receivable Billing helps create invoices, request payment, manage prepayments, and create customer statements. Invoice as often as needed with the flexibility to create custom billing cycles.

BANK RECONCILIATION

Improve cash management by closely monitoring bank balances and transactions using the Bank Reconciliation module.

BUDGET

Use the budgeting module to empower strategic decision making in your organization. Create an unlimited number of customized budgets for any timeframe including cross year budgets. Enforce those budgets control with a single click, and activate warnings when at risk of overspending. Forecast and create "what-if" scenarios to ensure a strong financial position for your organization in the future. See how transactions will affect your outstanding budget in real time as they are created with a budget view available directly within transaction entry.

DATA IMPORT / EXPORT

Use the Data Import / Export module to eliminate time consuming duplicate entry or to reduce errors from manual data entry.

Users can also facilitate the transfer of information into MIP Fund Accounting, such as general ledger entries from outsourced payroll or other systems and accounts receivable information from specialized billing systems.

DIRECT DEPOSIT

Give your employees the convenience of electronically deposited pay including the option to deposit their pay into multiple accounts automatically with each pay check.

ELECTRONIC REQUISITIONS

Improve the availability of information for pre-purchase decision making with Electronic Requisitions. Review the impact of current requests with our one click budget checking tool. Requisition requests status changes

will notify you directly from your email. Approve or reject requisitions directly from your mobile device such as an iPhone or Android device.

EMPLOYEE WEB SERVICES

Streamline timesheet entry and provide employees and managers 24/7 web access to their pay stub, benefit information, and other important employee messages. Many timesheet entry preferences are available including the option to record hours by multiple cost centers.

Allow Human Resources teams to focus on managing employees rather than handling mundane information requests. Employee Web Services provides a seamless and secure integration with the Human Resources and Payroll modules for a completely integrated solution.

ENCUMBRANCES

Easily reserve funds for planned expenditures or commitments and improve your tracking and compliance for reporting. Include encumbrances on financial reports and within the budget checking tools within MIP to measure true budget performance.

FIXED ASSETS

Track assets, easily calculate depreciation, and automatically generate depreciation and disposal entries in the General Ledger.

Quickly enter new assets using Quick Asset Entry, when recording purchases in Accounts Payable, Cash Disbursements, or Purchase Orders.

FORMS DESIGNER

Make each and every document coming from your organization look professional such as billing statements, check stock, and purchase orders.

Create custom preferences such as manager signatures automatically included on checks under a defined value.

GENERAL LEDGER

Track financial information in a way that works best for your organization using a flexible, segmented chart of accounts.

The General Ledger tracks cash receipts, cash disbursements, journal vouchers, and other financial transactions.

The General Ledger also provides you with an easy to use report writer directly within the application.

Streamline your payroll process by making updates and changes to employee information from directly within the Human Resources module.

Integration between your payroll and MIP product provides quick and easy HR reporting (including FMLA and EEO) and tax form population. Employee data including certification, education, review dates, and benefit plan adjustments is easily and efficiently tracked.

PAYROLL

Produce timely and accurate pay for the employees who keep your organization moving forward. Generate fully allocated accounting entries, and keep comprehensive employee records using the payroll module.

We stay up to date on tax rates so you don't have to. Stay fully tax compliant with paper and eFiling options for both State and Federal forms.

PURCHASE ORDER

Complete purchasing solutions by using the easy to use purchase order entry, strong reporting, integrating with Accounts Payable, and receiving seamless functionality. Stay within your budget using one click budget check

Zobrio Cash Management

Cash Management Cloud-based Government Software

Zobrio, with over 30 years of government software knowledge and experience, has developed a new generation of cloud-based enterprise software. Eliminating expensive network infrastructure and associated management costs, access through your browser is easy and secure. We offer affordable options including on-premise subscription pricing and hosted Software as a Service (SaaS) solutions.

The management of your community's cash has never been more critical. Zobrio's Cash Management provides a unified view to analyze cash within one integrated package.

Eliminate redundant data entry and time consuming management of spread sheets and other third party products with Zobrio Cash Management. With the click of a button, your community's cash position is presented within a "view" that can be customized and saved to your personal library.

Reduce reporting delays and inaccurate data entry with secure access for remote departments to easily enter or import receipts and transfer payments for acceptance. Zobrio Cash Management automatically integrates approved receipts with your accounting system. Cash reconciliation between the bank, Treasurer's cash, and your accounting system is easy.

Maintain a complete and granular audit trail of all inputs and processes with Zobrio Cash Management. Configurable drill down tools make for a quick and easy way to satisfy all independent auditor requests.

- Cash Book and Bank Ledger
  The cash book and bank ledger hold your receipts, transfers in, transfers out, disbursements, adjustments, interest, etc. Management and analysis of your cash is easy with the ability to sort, filter and group unique grid views.
- Receipt Maintenance
  Reduce your data entry time by selectively allowing departments to enter their own receipts in a user defined form from an assigned list of receipt source types.
- Reporting and Inquiry Views
  A full set of reports is included within the solution along with state required reports. All customized views can be saved as an Adobe® PDF, HTML or in Microsoft® Excel format.
- Cash Reconciliation (Bank and Accounting)
  Reconcile your cash fast in an easy to use grid with a host of automated tools and error checking. Take advantage of web-based integration with your bank accounts.
- User Specific Navigation
  Remote receipt entry screens are tailored to the user, simplifying the use of the system and facilitation fast data-entry. Context driven tutorials help users navigate through any particular task.
- Auditor's Review
  Reduce the time it takes to search transactions, reports and source documents with easy to use filters and sorting options. A complete audit trail records every transaction, including date, time, and user name.
- Third Party Integration
  Easily integrate accounts payable and payroll disbursements as well as receipts from outside systems. All cash book views can be exported to Microsoft® Excel while maintaining sophisticated formulas and sub-totals.

Pricing Abila MIP Advance:

St Louis Office
1741 South Big Bend Blvd
Saint Louis MO 63117
(800) 796-4984

Date 4/23/2019
Expires 5/30/2019
Quotation # QT16735

Bill Terms
Due on receipt of invoice

Bill Schedule
Due Upon Receipt of Invoice

Bill To
Tazewell County Auditor
McKenzie Building
11 S 4th St Ste 120
Pekin IL 61554

Ship To
Tazewell County Auditor
McKenzie Building
11 S 4th St Ste 120
Pekin IL 61554

Description	Quantity	Sales Price	Total
Abila MIP Advance Subscription			
Annual Subscription for Abila MIP Fund Accounting Modules and Users *Please note this is a 3 year agreement	12	2,532.00	30,384.00
General Ledger Accounts Payable Budget Management Data Import/Export Purchase Orders with Encumbrances Payroll Direct Deposit Accounts Receivable Billing and Reporting Bank Reconciliation Forms Designer eRequisitions Fixed Assets Human Resources (up to 500 active employees) Employee Web Services (up to 500 active employees) eRequisitions Users - 15 Named HR Users - 2 Additional Concurrent Users MIP Users - 12 Additional Concurrent Users			
Abila One-Time Setup Fee	1	1,825.00	1,825.00
Implementation Services Estimate			
Estimated Hours Time and Materials Labor MIP - To be billed on actual hours	165	185.00	30,525.00
Estimate 140-190 Hours			
Project Outline			
Initial Dialogue & Set-Up -12 Hours Project Management -4 Hours Chart of Account Planning -8 Hours General Ledger Setup (Includes General Reports) -8 Contingency			
Estimated Training and Assistance -16 Hours General Ledger, Accounts Payable, and Budget -16 Hours Data Import/Export, PO w/ Encumbrances, eRequisitions and Fixed Assets -16 Hours Accounts Receivable Billing & Reporting Forms Designer			
Abila MIP Payroll Module -10 Hours Planning and Project Management - Payroll Implemenation -10 Hours Payroll System Planning and Design -8 Hours Create Codes and Import Employee Data -20 Hours IMRF Setup			
Abila MIP HR Module - 8 Hours Project Management and Installation -16 Hours Configuration Training and Go-Live Support			
Abila MIP EWS Module -3 Hours Project Management -2 Hours Network System Review and Install -8 Hours Configuration and Training			
Data to be Converted:			

St Louis Office
1741 South Big Bend Blvd
Saint Louis MO 63117
(800) 796-4984

Date	1/17/2019
Expires	2/28/2019
Quotation #	QT16735

Description	Quantity	Sales Price	Total
-Employee master -Vendor master -Monthly summary net changes for Trial Balance. This quote does not include subledger and general ledger detail. 1.Post go-live support is limited to the first thirty days after the go-live date. 2.Zobrio is assuming the establishment of 1 organization/database. If additional databases or organizations are required as part of this project, a Change Order Request will be necessary and will result in additional costs. 3.Zobrio will implement the software solution based on the project plan. The success of this project depends on a coordinated effort and commitment of client's personnel. The client is expected to provide qualified personnel to participate in the project and to complete assignments based on the project plan timelines. Undue delays in the project may result in additional charges. 4.Zobrio will train the users on report creation. As part of the training, Zobrio will assist with the modification of up to five standard system reports currently used. Zobrio can be contracted to create specialized custom reports at our current hourly rate. 5.All expenses related to on-site visits are billable. These are typically for travel, meals, and hotels. 6.The number of potential interfaces and their complexity may not be fully known at contract signing. All related interfaces will be billable. 7.Re-training of staff due to new hires, leave of absence, or other causes will not be covered. 8.It is the responsibility of the client to provide data to Zobrio in a mutually agreeable file format. This will include beginning balances and employee payroll information. 9.This project assumes the client will design the Chart of Accounts. Zobrio will provide guidance to improve reporting and system performance. 10.Zobrio staff will assist with Chart of Accounts design, but the final approval will be from the client and their outside auditors.			
Zobrio Cash Management			
Optional 15 User Zobrio Cash Management Annual Subscription ($800 monthly) Zobrio Cash Management Includes 1. Cash Balance Views 2. Bank Reconciliation for All Banks 3. Receipt Entry for All Remote Departments 4. Integration with MIP 5. Cash Balance of Remote Departments 6. Audit Trail 7. Credit Card Reconciliation	12	800.00	9,600.00
Optional Estimated Hours Time and Materials Labor Zobrio Cash Management - To be billed on actual hours	44	185.00	8,140.00
Implementation of Zobrio Cash Management -4 Hours Project Management -4 Hours System Initialization -8 Hours System Setup -8 Hours Zobrio Cash Management Training -12 Hours Abila MIP Integration and 2 other Level I cash receipt integrations -4 Hours Import Payment Sources -4 Hours Contingency *Client to Provide Self Sourcing Worksheet with Payment Source Name and GLA per Zobrio deployment sheet *Training to be performed remotely			
Optional Abila MIP Client Care Agreement with Unlimited Zobrio Telephone Support Your signature accepts the Terms of the Zobrio Client Care Agreement elective support service listed on our website at http://www2.zobrio.com/cca/ dated January	1		6,400.00

St Louis Office
1741 South Big Bend Blvd
Saint Louis MO 63117
(800) 796-4984

Date 1/17/2019
Expires 2/28/2019
Quotation # QT16735

Description	Quantity	Sales Price	Total
1, 2017. Included with this agreement: -Provide 800-number for basic helpdesk support relative to the currently licensed software products version level in their original or maintained form -Unlimited access to Zobrio University Payment Terms: Zobrio and Tazewell County, IL have agreed to start the project upon contract signing. Tazewell County, IL will pay all related: Time and Material Labor as they are incurred. All software subscriptions to be billed monthly.			

Estimated Time and Materials - If required, professional services are billed as incurred based upon the actual hours. Actual hours may exceed the estimate.

Total $86,874.00

Unless otherwise stated above, all Shipping and Handling charges will be invoiced in addition to the quoted amount.

All Reimbursable charges including but not limited to mileage, hotel, airfare, toll booths, meals, and other miscellaneous expenses will be invoiced in addition to the quoted amount.

Your signature indicates your acceptance of Zobrio, Inc. Standard Terms & Conditions dated September 25, 2018 located at http://www2.zobrio.com/tc all of which are fully incorporated herein as if a part of this Agreement.

_____
Client

_____
Date

Master Services Agreement

1. **Scope of Services:** The project for which Zobrio shall provide consulting and/or training services is described in the applicable Investment Summary of the Agreement. Additional services requested by Client outside of the scope described in the Investment Summary will be charged pursuant to Zobrio's then current rates. Zobrio shall make reasonable efforts to describe such additional services in a subsequent exhibit or schedule.
2. **Product:** All hardware sales and services are subject to availability. Freight charges may apply. If any product sold is returned within 30 days of delivery, a restocking fee may apply.
3. **Expiration Dates:** Quotations are valid for 30 days.
4. **Responsibility of Zobrio:** Zobrio will provide services in accordance with the standards exercised by members of Zobrio's professionals currently practicing in the same locality under similar conditions and will incorporate applicable laws, codes and standards. No other representation or warranty is made with regard to any services or products, express or implied, and no guaranty is included or intended in any Agreement or in any report, opinion, and document or otherwise. Except as described herein, all goods and services are sold AS IS. Zobrio will not be responsible for the safety of any job site, as Client acknowledges and agrees that safety of the job site is Client's sole responsibility.
5. **Client Information:** Client will provide Zobrio with all necessary information regarding Client's requirements for the project in sufficient time to allow Zobrio to adhere to desired resolution time frames.
6. **Payments and Disputes:** Invoices will be invoiced per the agreed upon payment schedule as described in the contract. Prepaid services must be paid prior to the start of our services. Invoices shall be due and payable upon receipt, unless otherwise stated on the invoice. Client must notify Zobrio, in writing, within 30 days of the date posted on the invoice as the invoice date (or if no invoice date, the date of receipt by Client), of any dispute with the invoice. Failure to notify Zobrio of a dispute in this manner and within this time frame shall constitute a waiver of any dispute and any claim Client may otherwise have with regard to an invoice.
7. **Late Payment Penalty:** Balances over 30 days past due are subject to a late fee of the lessor of 1.5% per month (18% per year) or the maximum allowed by law. All Late Fees, Collection Costs, and Attorney's Fees may be added to Past due Accounts.
8. **Professional Fee's:** If the Investment Summary does not indicate a fixed bid then Zobrio's fees are based solely on time spent on the engagement. The cost for these services will be billed at Zobrio's then standard hourly rate based upon the resources utilized for the project.
9. **Reimbursed Expenses:** In addition to the aforementioned fees, Client will reimburse Zobrio for any mileage and out-of-pocket expenses that Zobrio and its employees and agents incur as a result of the engagement. Zobrio shall make reasonable efforts to have Client pre-approve large expenses.
10. **Travel Time:** Zobrio's policy pertaining to Clients outside of a fifteen (15) mile radius from Zobrio's office in which the applicable Zobrio consultant resides is to bill travel time one way at the consultant's then current rate.
11. **Non-Solicitation:** During the term of any Agreement and for one (1) year after the termination or expiration of the term of such Agreement, Client shall not hire, solicit for hire, or recommend for hire, any of Zobrio's employee without the prior written consent of Zobrio. If Client hires an employee of Zobrio, Client shall immediately pay Zobrio for the violation of this Section an amount equal to one-hundred percent (100%) of such employee's current, total, annual monetary compensation (including without limitation wages, salary, bonuses, and commissions). Client agrees that the provisions of this Section shall not preclude or limit any available actions at law or in equity, including without limitation, any form of damages to Zobrio or any injunctive or equitable relief available to Zobrio, for misappropriation of trade secrets, unfair competition, breach of contract, or other cause of action arising from or out of hiring or recruitment of Zobrio's employee(s).

12. **Termination:** Either party may terminate the term of an Agreement if the other party materially defaults in performing any of its obligations under the Agreement and the default remains uncured for at least thirty (30) days following receipt of written notice from the non-defaulting party.
13. **Limitation of Liability:** The total liability of Zobrio pursuant to or in connection with any Agreement and the provision of any services or products (including, without limitation, any liability for negligence) shall be limited to the amounts actually paid by Client to Zobrio for the services or products that were not properly performed. The foregoing limitation of liability shall be effective regardless of the form of action (whether contract or tort) and regardless of whether the charged party knew or should have known for the possibility that the charging party might suffer damages.
14. **Ownership of Programs and Documents:** All materials and automated files that Zobrio brings into the engagement will remain the property of Zobrio, including Zobrio created programs and reporting tools labeled as Zobrio®. Any such items exclusively created for Client during the project shall become the property of the Client but any portions thereof which may be generally applicable to Zobrio's customer base and all resources used to create such items shall remain the property of Zobrio.
15. **Confidentiality:** During the term of the Agreement and for three (3) years after termination or expiration of the term of the Agreement, each party agrees not to disclose any confidential information obtained from the other party to any other person or entity. As used herein, "Confidential Information" means information that is identified (orally or in writing) as confidential or of such a nature that a reasonable person would understand such information to be confidential. Confidential information shall not include information (i) generally known to the public, (ii) already known, through legal means, to the party receiving the information, or (iii) legally obtained from a third party. Notwithstanding anything to the contrary, Client agrees that Zobrio may use Client's name and a general description of Zobrio's services with respect to the Project in describing Zobrio's professional experience and qualifications to prospective clients.
16. **Assignment:** Client may not assign its rights under this agreement without Zobrio's written consent.
17. **Severability and Non-Waiver of Rights:** Any element of the Agreement held to violate law shall be deemed void and all remaining provisions shall continue to be in force. Notwithstanding the foregoing, any restrictive covenant which is able to be blue penciled / revised by a Court of competent jurisdiction in order to make it not violate the applicable law shall be so revised but in the minimum amount to not make it violate law.
18. **Survival:** All obligations arising prior to the termination of the term or of the Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Zobrio, including any applicable sections of these terms and conditions, shall survive the completion of services hereunder and the termination or expiration of the term of the Agreement.
19. **Force Majeure:** Any task or service which a party is not able to perform or is delayed in performing by reason of (i) a party's failure or delay in performing its tasks, or (ii) acts of God, terrorism, government regulations and orders imposed after execution of this agreement, communication line failures, power failure, the infrastructure of the internet, thirty party actions, that are illegal under either a federal or state law, earthquakes, or other disasters, or any other cause beyond the reasonable control of a party, shall excuse the party to that extent.
20. **Taxes:** Client shall, besides other amounts payable under any Agreement, pay all local, state and federal taxes levied or imposed by reason of the transactions contemplated in this Agreement. Client shall promptly pay to Zobrio any such taxes actually paid or required to be collected, excluding income taxes on Zobrio's own income.
21. **Conflict of Interest:** No officer or employee of Zobrio shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Client warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

22. **Covenant Against Discrimination:** Zobrio covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Zobrio shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.
23. **Law:** Venue and jurisdiction for any action arising in connection with any Agreement shall be within the Courts of St. Louis County, Missouri. Any Agreement shall be governed by Missouri law.
24. **Amendments:** These terms and conditions may be amended from time to time by Zobrio upon prior written notice to Client.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATN:
ZOBRIO, INC
A Delaware Corporation

_____
John Varadian
CEO

CLIENT:

By:_____

Name:
Title:

Address: _____
_____
_____

[END OF SIGNATURES}

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 four (4) year collective bargaining agreement; and

WHEREAS, the four (4) year collective bargaining agreement is between the Illinois FOP Labor Council and the Chief Judge of The 10th Judicial Circuit County of Tazewell – Court Services Probation Officer.

THEREFORE BE IT RESOLVED by the County Board that the attached collective bargaining agreement be approved contingent on approval of the Chief Judge for the 10th Judicial Circuit.

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

PASSED THIS 29th DAY OF MAY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

ILLINOIS FOP
LABOR COUNCIL

and

CHIEF JUDGE OF THE 10TH JUDICIAL CIRCUIT - COUNTY OF TAZEWELL

Court Services Probation Officers

December 1, 2017 – November 30, 2021

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911

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PREAMBLE

This Agreement entered into by the Chief Judge for the 10th Judicial Circuit County of Tazewell, hereinafter referred to as the Employer, and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, after collective bargaining as required by Public Act 83-1012 (Illinois Public Labor Relation Act) for the purposes of promoting harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

The parties to this Agreement further acknowledge the following principles:

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

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

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

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

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

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

ARTICLE I - RECOGNITION

Section 1.1 - Unit Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, working conditions and other conditions of employment for all full-time and part-time employees in the bargaining unit. When a new job classification is instituted, the work of which falls within the scope of the unit, the Employer agrees to jointly petition the State Labor Board to seek the necessary unit clarification.

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

Section 1.2 - New Classifications

In the event the Employer establishes new job classifications within the bargaining unit, the Employer shall assign a pay grade thereto. If the inclusion of a new classification is agreed to by the parties or found appropriate by the State Labor Relations Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the 5th step of the grievance procedure.

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

(a) The job content and responsibilities attached hereto in comparison with the job content and responsibilities of other position classifications in the classification schedule and in the bargaining unit;

(b) Like positions with similar job content and responsibilities within the public labor market generally;

(c) Significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the arbitrator's decision. If the decision of the arbitrator is to increase the pay grade of the classification such rate change shall be applied retroactively to the date of its installation.

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

Section 1.3 - Abolition or Merger of Job Classification

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

Section 1.4 - Integrity of the Bargaining Unit

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

Section 1.5 - Union Exclusivity

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

Section 1.6 - Department Heads

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

Section 1.7 - Short-Term Employees

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

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

ARTICLE II - MANAGEMENT RIGHTS

Section 2.1 - Rights Residing in Management

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

(a) The right to hire, promote, demote, transfer, evaluate, allocate, assign, supervise and direct employees;

(b) Discipline, suspend and discharge for just cause;

(c) Relieve employees from duty because of lack of work or other legitimate reasons;

(d) Determine the size and composition of the work force;

(e) Make and enforce reasonable rules of conduct and regulations;

(f) Determine the departments division and sections and work to be performed therein;

(g) Determine the number of hours of work and shifts per work week;

(h) Establish and change work schedules and assignments;

(i) Introduce new methods of operation;

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

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

Section 2.2 - Statutory Obligations

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

ARTICLE III - UNION RIGHTS

Section 3.1 - Union Activity During Working Hours

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

Section 3.2 - Access to Premises by Union Representatives

The Employer agrees that local representatives and officers and Illinois Fraternal Order of Police Labor Council field representatives shall have reasonable access to the premises of the Employer, giving notice upon arrival to the Chief Judge, or his designee. Such visitations shall be for the reason of the administration of this Agreement and shall not interfere with the normal operations of the particular department.

By mutual arrangement with the Employer in emergency situations, Union field representatives or local Union representatives may call a meeting during work hours to prevent, resolve or clarify a problem of such magnitude that concerted activity is imminent.

Section 3.3 - Time Off for Union Activities

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

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

Section 3.4 - Union Bulletin Boards

The Employer shall provide bulletin boards in the Old Post Office. The boards shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature.

Section 3.5 - Information Provided to Union

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

In addition, the Employer shall furnish the Union every ninety (90) days with the current seniority rosters and pre-employment lists, applicable under the seniority provisions of this Agreement.

Section 3.6 - Notification of Balances

Upon request of an employee to the County Clerk, all forms of leaves and personal day balances, including vacation, sick leave, and holidays shall be furnished.

Section 3.7 - Union Orientation

(a) By mutual arrangement regarding time and place with the Employer, the Union shall be allowed to orient, educate and update each employee for up to one hour during the term of the contract for the purpose of informing employees of rights and obligations under this collective bargaining agreement, and without loss of pay for the employees involved. Such attendance by employees shall be on a mandatory basis. New hires shall be included in such orientation during the first week of their orientation or training.

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

Section 3.8 - Distribution of Union Literature

During employee's non-working hours, he/she shall be permitted to distribute Union literature to other non-working employees in non-work areas and in work areas during non-work hours. However, the parties recognize that at some work sites a staggered schedule for breaks and meal period or starting and quitting times creates the condition in which some employees are always working while others are not. Where distribution would consequently be disruptive of working employees it shall normally be carried out while the largest numbers of employees are on rest or meal periods or other non-working time.

Section 3.9 - Union Meetings on Premises

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

Section 3.10 - Rate of Pay

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

ARTICLE IV - SUBCONTRACTING

Section 4.1 - General Policy

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform.

However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency.

Section 4.2 - Notice and Discussion

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

ARTICLE V - NON-DISCRIMINATION

Section 5.1 - Prohibition Against Discrimination

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

Section 5.2 - Union Activity

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

Section 5.3 - Equal Employment/Affirmative Action

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

ARTICLE VI - DUES CHECK OFF/~~FAIR SHARE~~ INDEMNIFICATION

Section 6.1 - Dues Checkoff

(a) Deductions: The County agrees to deduct from the pay of those employees who individually sign a written authorization the following:

(1) Union membership dues, initiation fee required as a condition of membership or a representation fee;

(2) Union sponsored benefit plans;

(3) PEOPLE contributions.

(b) Remittance. The deductions shall be remitted to the Union along with a list of employees and the amount deducted from each employee.

Section 6.2 - ~~Fair Share~~ Indemnification

~~(a) The Employer shall grant "Fair Share" to the Union in accordance with Section 6 (e) - (g) of the Illinois Public Labor Relations Acts; Employees covered by this Agreement will within thirty (30) days of their employment by the Employer either one (1) become members of the Union and pay to the Union regular Union dues and fees or two (2) will pay the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.~~

~~(b) Such fair share payment by non-members shall be deducted by the Employer from the earnings of the non-member full-time employees and remitted to the Union, provided, however, that the Union shall certify to the Employer the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non- members proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employees' wages, hours and other conditions of employment.~~

~~The Union will notify the Employer of any change in Union dues/fair share at least thirty (30) days prior to the effective date of such change.~~

~~(c) The Employer shall be relieved from making the above deductions upon termination of this Agreement, termination of an employee's employment, transfer of an employee from the bargaining unit or a revocation of an employee's authorization provided, however, that such revocation shall not~~

~~relieve the Employer of its obligation to make the fair share deductions required herein. The Employer shall not be obligated to deduct dues from an employee's pay during any month in which the employee's pay is less than the amount to be deducted.~~

~~(d) Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to the Union, shall be required to pay an amount equal to their fair share of Union dues, as described in Section 2(a), to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6(g) of the Illinois Public Labor Relations Act. The employee will be required to furnish written receipt to the Union on a monthly basis verifying that such payment has been made.~~

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

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

Section 6.3 - Deduction Forms

The Union shall supply the Employer with deduction forms.

ARTICLE VII - WORK STOPPAGE

Section 7.1 - Strike and Lockout Prohibited

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

Section 7.2 - Union Action

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

Section 7.3 - Penalties

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

ARTICLE VIII - PERSONNEL FILES

Section 8.1 - Inspection

Upon written request by an employee, the Employer shall permit the employee to reasonably inspect his or her personnel file in as private a manner as possible under the supervision of one management representative. If the employee is involved in a grievance such inspection shall be immediate otherwise, it may be within twenty-four (24) hours of receipt of the employee's written request for inspection provided that the administrative office of the employee's department is open. The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain a copy of any information contained in the file.

Section 8.2 - 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 8.3 - Employee Rights

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

Section 8.4 - Review

Employees shall be allowed to review their personnel file during daytime work hours. Employees shall lose no pay for use of this privilege not to exceed one (1) hour on each occasion.

Section 8.5 - Number and Location of Files

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

ARTICLE IX - DISCIPLINE AND DISCHARGE

Section 9.1 - Definition

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

(a) Oral reprimand;

(b) Written reprimand;

(c) Suspension (notice to be given in writing);

(d) Discharge (notice to be given in writing)

Employees will be given copies of all reprimands.

All disciplinary action shall be documented and placed in the employee's personnel file.

Section 9.2 - Just Cause

Disciplinary action may be imposed upon an employee only for cause. An employee shall not be demoted for disciplinary reasons. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and after a reasonable period of time to investigate the matter. Where an employee is serving a probationary period the parties agree said employee cannot use the grievance procedure to grieve a discharge. The probationary employee may not grieve an oral reprimand, written reprimand or suspension.

Section 9.3 - Manner of Discipline

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

Section 9.4 - Investigatory Interviews

Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Employer agrees to first inform the employee that the employee has a right to Labor Council representation at such interview, provided that a Labor Council Representative shall be available within a reasonable period of time of written notification of the nature of the investigation. If the employee desires such Labor Council representation, no interview shall take place without the presence of a Labor Council representative within such time period. The role of the Labor Council representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts. Any statement shall be taken in written or recorded form and copies shall be provided to the employee without charge. This provision does not apply to coaching/counseling or other non-disciplinary matters not covered by this Article.

Section 9.5 - Pre-disciplinary Meeting

For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the local Labor Council of the meeting and then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The employee shall be given the opportunity to rebut or clarify the reasons for such discipline, either as an individual or with Union representation. If union representation is requested by the employee, the Union representative shall contact the Director or his designee within a reasonable period of time to schedule a meeting between the parties.

Section 9.6 - Notification and Measure of Disciplinary Action

(a) In the event disciplinary action is taken against an employee, other than the issuance of an oral or written reprimand the Employer shall promptly furnish the employee and unless prohibited by the employee to the Union a written clear

and concise statement of reasons thereof. The measure of discipline with the statement of reasons may be modified especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. But once the measure of discipline is determined an imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

(b) Nothing in this Section prevents the Employer from relieving employees from duty in accordance with its practice. The employee shall not lose any wage because of such relief from duty under this subsection.

Section 9.7 - Employee Assistance

Personal Problems, such as drug and alcohol abuse, legal or financial problems, and family emotional upsets can seriously impair an employee's job performance. Tazewell County recognizes alcohol and chemical dependency as diseases which are treatable. No employee with above-mentioned problems will have his job security or promotional opportunities jeopardized by a request for help.

ARTICLE X – DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 10.1 - Definition of a Grievance

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

Section 10.2 - Dispute Resolution

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

The employee shall make his/her complaint to the Chief Probation Officer. The Chief Probation Officer will notify the employee of the decision within two working days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later.

Section 10.3 - Representation

Grievances may be processed by the Council on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 5 Section 8 of this Article. Either party may have the grievant or one grievant representing group grievants

present at any step of the grievance procedure, and the employee is entitled to Council representation at each and every step of the grievance procedure upon his request.

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

Section 10.4 - Subject Matter

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

Section 10.5 - Time Limitations

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

The Employers failure to respond within the time limit shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 5. Time limits may be extended by mutual agreement.

Section 10.6 - Grievance Processing

No employee or Council representative shall leave their work assignment to investigate, file or process grievances without first securing permission of his/her supervisor. In the event of a grievance, the employee shall always perform his/her assigned work task and grieve the complaint later, unless the employee reasonably believes that the assignment endangers his/her safety. Grievances shall not be investigated during working hours.

Section 10.7 - Grievance Meetings

A maximum of two (2) employees (the grievant and/or Council Representative) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 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 shall first perform their assigned work task and file the grievance later.

Section 10.8 - Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

Step 1: The employee and/or Union shall in writing raise a grievance with the employee's immediate supervisor. All parties have the right to be present at the grievance meeting. The employee and/or Union shall inform the supervisor that this discussion constitutes the first step of the grievance procedure. All grievances must be presented no later than ten (10) working days from the date the employee became aware of the occurrence giving rise to the complaint. The immediate supervisor shall render a written response to the grievance within five (5) working days after the grievance is presented.

Step 2: If not resolved in step 1, the written grievance shall be presented by the Union representative to the Director of Court Services within five working days following the receipt of the Employer's answer in step 1. The written grievance shall contain a detailed statement of the grievant's complaint, the section(s) of the Agreement allegedly violated and the relief sought.

The Employer will schedule a meeting with the Union representative within five (5) working days after receipt of the grievance from the Union. The Employer shall then render a decision within five (5) working days of the meeting.

Step 3: If not resolved in step 2, the grievance may be submitted by the Union representative in writing to the Office of the County Administrator and the Chief Judge or his designee within ten (10) working days after receipt of the step 2 response. The third step representative of the parties will meet at a mutually agreeable time to discuss and attempt to solve the grievance. The Employer shall schedule this meeting with the Union representative within five (5) working days of receipt of the grievance from the Union. The Employer shall give the Union representative a written answer within ten (10) working days of the step 3 meeting.

Step 4: If not resolved in step 3, either party, contingent on the other's agreement, within ten (10) working days after receipt of the step 3 response may petition FMCS for mediation.

Step 5: If the dispute is not settled at Step 3, and the parties have not agreed to engage FMCS mediation per Step 4, the matter may be submitted to arbitration within twenty (20) working days after the Employers written decision or the expiration of the five (5) day period if the Employer 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 Council shall meet to select an arbitrator from a list of mutually agreed-to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after such meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the

Council. The order of striking shall be determined by a coin toss. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Council. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Council representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the City of Pekin, Illinois, unless otherwise agreed to.

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

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

Once a determination is made that the matter is arbitral of 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 arbitration and the total cost of the hearing room shall be shared equally by the Employer and Council. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. Nothing in this Article shall preclude the Employer and Council from agreeing to use the expedited arbitration procedures of the American Arbitration Association. 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 Council 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 XI - SENIORITY/LAYOFF/RECALL

Section 11.1 - Probation

The probationary period for all new employees will be twelve (12) months. ~~Employees transferring into this bargaining unit from other County departments shall serve a probationary period of six (6) months from the date of hire in this bargaining unit.~~ During the probationary period, the employee shall be subject to dismissal for any reason without recourse to the grievance procedure. Upon the completion of the probationary period, the employee shall be granted seniority rights from his or her most recent date of hire.

Section 11.2 - Definition of Seniority

Seniority is defined as the employee's length of continuous full-time service with the Employer since the employee's last date of hire within the Bargaining Unit. Eligibility for benefit accrual shall be based upon the employee's continuous length of service with Tazewell County.

Section 11.3 - Loss of Seniority

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

(1) Quits;

(2) Is discharged unless reversed by the grievance procedure;

(3) Is absent from work three (3) consecutive days without notification to and approval by the Employer, other than because of proven sickness, or is unable to notify the Employer because of physical incapacity or other reasonable excuse;

(4) Is laid off for more than two (2) years or fails to report to work within five (5) working days after having been recalled from layoff;

(5) Fails to report for work at the termination of a leave of absence unless such failure is due to illness, injury or other unavoidable cause;

(6) If an employee on a leave of absence for personal or health reasons accepts other employment without permission;

(7) If he or she retires from employment;

(8) If hired from one Department to another.

Section 11.4 - Seniority List

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

Section 11.5 - Layoffs

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

Section 11.6 - Order of Layoffs

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

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

Section 11.7 - Recalls

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

Employees who are eligible for recall shall be given ten (10) working days notice of recall by registered or certified mail sent to the employee's last known address. It is the responsibility of the employee on layoff to provide the Employer with his latest mailing address. The employee must notify the Employer within five (5) working days after receipt of the notice whether the employee will accept recall.

ARTICLE XII - FILLING OF VACANCIES

Section 12.1 - Definition of a Permanent Vacancy

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

(a) When the Employer determines to increase the work force;

(b) When any of the following personnel transactions take place and the Employer determines to replace the previous incumbent;

(1) Terminations,
(2) Transfers,
(3) Promotions,
(4) Demotions,
(5) Related transactions

(c) Vacancies filled by bargaining unit employees as a result of voluntary reduction in lieu of layoff, shall be considered permanent vacancies for the purpose of this Article.

Section 12.2 - Creating of a Permanent Vacancy

A permanent vacancy in full-time or part-time positions shall be created by action of the Chief Judge. The Chief Judge will notify the County Board of such vacancy, the pay step and salary assigned to the vacancy and the filling thereof. The vacancy may only be filled subject to available funds. Improper assignment of the position to a particular classification shall be

subject to resolution through the Labor-Management Conference Committee or the grievance procedure.

Section 12.3 - Posting

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

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

Section 12.4 - Order of Selection

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

(a) Employment in the Office or Department in which the vacancy exists;

(b) Employment in another Office of Department of the Employer;

(c) The seniority of any person in (a) or (b).

ARTICLE XIII - HOURS OF WORK/BREAKS/OVERTIME

Section 13.1 - Week Defined

The work week consists of 40 hours within a period of seven (7) consecutive days commencing at 12:01 a.m. Sunday and ending at 12:00 midnight on Saturday. The 40 hour work week for all bargaining unit employees will commence at 12:01 a.m on December 1, 2014.

(a) Officers who have completed safety training and been issued equipment (OC, baton, handcuff, and Verbal Judo), shall have the option of working a flex schedule with supervisor approval.

(b) Armed Officers - Armed Officers shall work a minimum of eight non-traditional shifts per month, of those eight a minimum of two shifts shall be worked on a weekend (Saturday/Sunday), for the purpose of field contacts. Armed officers shall not be required to work a Saturday and Sunday of the same weekend but may choose to do so if they wish.

Work schedules are subject to supervisor approval.

(c) Unarmed Officers - Unarmed Officers may work evenings, weekends and holidays at the officer's discretion, in order to accommodate offender needs and departmental goals. No Unarmed Officer will be required to work non-traditional hours. Traditional hours are 8:30 a.m. to 5:00 p.m. Monday through Friday. Work schedules are subject to Supervisor approval.

(d) Safety issues will be addressed in labor-management meetings when requested by either the Employer or the Union.

Section 13.2 - Pay Period

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

Section 13.3 - Hours of Work

(a) The starting and quitting time for all Probation Officers shall be consistent with past practice. Changes are subject to negotiation with the Union.

(b) True time worked is defined as all time considered work time under the Fair Labor Standards Act. The Employer may install a time clock or some similar mechanism that indicates if an employee is in the office. Until such time daily attendance sheets shall be maintained accurately recording time worked by all employees.

It shall be the responsibility of employees to consult with their supervisors to formulate a work schedule containing 40 hours per week. The primary consideration to be made by a supervisor in granting or withholding approval of a schedule shall be whether the schedule allows the officer to meet the officer's obligation to perform their obligations to the Employer in the most efficient and effective way possible. Provided that this primary consideration is met, the supervisor, if requested by the officer shall provide a good business reason for the denial. The officer must present to their supervisor, in writing, a business need to be eligible for a flex schedule. The rejection by the supervisor to approve a flex schedule for a business reason is not grievable. Failure to present a work schedule to the supervisor may be reason to return to a traditional work schedule.

Section 13.4 - Break Periods

A break or rest period of fifteen (15) minutes each may be taken during the morning and during the afternoon of each shift.

Section 13.5 - Lunch Periods

In accordance with existing practice, lunchtime shall be a minimum of one-half (1/2) hour and a maximum of one (1) hour, to be taken as scheduled by the Department Head or Chief Judge consistent with past practice. Employees shall not be paid for the lunch period and are free to leave their job site during the lunch hour.

Section 13.6 - Overtime Defined

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

Section 13.7 - Overtime Procedure

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

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

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

Section 13.8 - Compensatory Time

Employees in the bargaining unit who work more than (40) hours per week shall earn compensatory time or cash at the rate of one and one-half (1 1/2) hour for each hour worked at the discretion of the Department Head. After twenty (20) hours, comp time or payment in cash shall be at the employee's discretion. Compensatory time off shall be granted by the Employer within the fiscal year the compensatory time was earned upon request by the employee consistent with the operating needs of the Employer. If such compensatory time is not granted

or taken during the fiscal year it was earned, it shall be liquidated in cash before the end of the fiscal year in which earned.

ARTICLE XIV - VACATIONS

Section 14.1 - Vacation Leave

Employees shall be entitled to the following vacation leave. Vacations shall be deemed earned in the year previous to the year it is taken. Vacation is accrued and earned according to the following schedule:

(a) Ten (10) working days after one year of service. Vacation is accrued at the rate of 3.09 hours per pay period for employees working a 40 hour week. An employee may take one (1) of these two (2) weeks after six (6) months of service. An employee whose service is terminated during their original probationary period for any reason shall not be entitled to compensation for vacation leave. An employee who has completed their original probationary period who resigns or is terminated with cause prior to the completion of one (1) year of service shall receive compensation for all vacation accrued.

(b) Fifteen (15) working days after six years of service. Fifteen working days of vacation is accrued at the rate of 4.620 hours per pay period for employees working a 40 hour work week.

(c) Twenty (20) working days after eleven years of service. Twenty working days of vacation, is accrued at the rate of 6.154 hours per pay period for employees working a 40 hour work week.

(d) Twenty-five (25) working days, for those employees hired before December 1, 1985. Twenty-five working days of vacation is accrued at that rate of 7.692 hours per pay period for employees working a 40 work week.

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

Section 14.2 - Vacation Pay

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

Section 14.3 - Working During Vacation

No employee will be allowed to continue working for the Employer and receive pay for it during their vacation. The allowable vacation leave must be taken by the employee in the year it is credited subject to the operating needs of the Employer. If the Employer is unable to schedule

the employee for vacation, the vacation leave may be accumulated for a period of twelve (12) months to a maximum of ten (10) days. Any vacation hours in excess of the permitted carryover that are not used by the end of the fiscal year will be lost to the employee at no compensation.

Section 14.4 - Vacation Requests

Except for an occasional day which is taken as vacation leave, all employees must submit in writing, to the elected official or Department Head, as the case may be a schedule of desired vacation at least thirty (30) days in advance of the start of such vacation. At least one (1) days notice shall be given for one (1) days leave. The elected official or Department Head, as the case may be shall have the right to alter any schedule if it is deemed to be in the best interest of the Department or Office to do so.

Any employee desiring priority in scheduling of vacation shall submit their desired vacation schedule prior to January 1 of each year. Conflicts in scheduling shall be resolved by seniority. No employee shall have priority in scheduling for more than ten (10) days vacation regardless of seniority.

ARTICLE XV - HOLIDAYS

Section 15.1 - Paid Holidays

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

Christmas Eve Day	Independence Day
Christmas Day	Labor Day
New Year's Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	

Section 15.2 - Alternate Days

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

Section 15.3 - Working on Holidays

Employees required to work on a holiday shall receive an alternate day off to be selected by mutual agreement between the Employer and the immediate Supervisor. The observance of

holidays shall not interfere with the operation of the judicial branch as required by the Illinois Constitution. The Judicial branch may designate alternative holiday(s) as a one for one substitution in lieu of holiday observance.

Section 15.4 - Eligibility

In order to receive holiday pay, an employee must work the last scheduled day before and the first scheduled day after a holiday unless such employee is absent from work for good cause with the approval of the Chief Judge or Department Head, as the case may be.

ARTICLE XVI - SICK LEAVE

Section 16.1 - Purpose

For the purpose of this Section, "sick leave" may be used for illness, disability or injury of the employee or family member as referenced in Section 2a of this Article. 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 16.2 - Accumulation

(a) Bargaining unit employees will accrue sick days at the rate of one (1) day per month. Sick leave shall be taken in not less than one-half (1/2) hour increments. ~~Sick time may be used for illness to dependent children, spouse, mother or father, of the employee.~~ Sick time may be used in accordance with The Employee Sick Leave Act (PA 99-0841) for absences due to an illness, injury, or medical appointment of the employee's immediate family as defined in the statute and where the statute applies.

(b) Sick leave may be accumulated to a maximum of two hundred forty (240) working days (1920 hours).

(c) Upon retirement, an employee may apply all accrued unused sick leave toward retirement in accordance with PA94-112. The Employer will allow the employee to accumulate up to 156 days sick leave to be used in accordance with this Section only (1248 hours).

Section 16.3 - Return to Work

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

Section 16.4 - Sick Leave Abuse

For the purposes of the provisions contained in this Article, "Abuse" of sick leave is the utilization of such for reason 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 XVII - LEAVES OF ABSENCE

Section 17.1 - Personal Leave

Effective December 1, 2001, employees with five (5) or less years of service will receive two (2) personal days per year. These days shall be credited on December 1st of each year. Employees with more than five (5) years of service shall be entitled to three (3) personal days, credited on December 1st of each year. Employees who take personal days in a fiscal year and terminate employment before the end of the fiscal year must repay the Employer. Employees who accrue and use two (2) personal days and terminate employment before June 1st, must repay the Employer for one day. Employees who accrue and use three (3) personal days and terminate employment before April 1st will repay the Employer two days, or one day if they terminate employment after August 1st.

Personal leave days shall be with full pay and may be used by the employee for the purpose of attending to personal, legal, household or family matters that require absence during working hours. Except in emergencies the employee shall request such leave on a form provided by the Employer, processed by the Chief Judge or his designee or Department Head, at least two (2) working days in-advance, of the day to be taken.

Section 17.2 - Leave to Attend a Funeral

(a) If a death occurs in the immediate family of an employee, a maximum of five (5) days special leave will be allowed to that employee at full pay for a spouse or child, stepchild that resides in the home and is a legal dependent of employee, parent or grandchild. Three (3) days shall be permitted for all other immediate family, with the exception of grandparents, for which one (1) day of leave will be granted. Such days will not be charged to vacation or sick leave. If it is necessary that the employee be absent from work for more than the allotted number of days, such employee will not be paid for time in excess of the time allotted. Employees will be allowed to use other accumulated leave or unpaid leave, where appropriate, subject to scheduling needs of the employee's office.

(b) For the purpose of this Section, "immediate family" is defined as the spouse, or child, step-child who is a legal dependent residing in the household, parent or

grandchild (five days), step-child not residing in the household and is not a legal dependent (three days only), brother, and sister.

Section 17.3 - Prohibition Against Misuse of Leaves

Any leaves granted pursuant to the terms of this Agreement, regardless of with or without pay shall not be used for the purpose of securing other employment. An employee during such leave may not be gainfully employed or independently self-employed without prior approval by the Employer.

Violation of the provisions contained within this Agreement may subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement. Any such discharge may be grieved under the provisions' of this Agreement.

Section 17.4 - Family Medical Leave Act

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

ARTICLE XVIII - UNPAID LEAVES OF ABSENCE

Section 18.1 - Criteria for Unpaid Leaves

Leaves of absence without pay may be granted for health, educational, personal, or military reserve purposes. Leaves of absence may only be granted by the Employer, who must notify the County Administrator and the Payroll Department. Leaves shall not be unreasonably denied and may be granted with the following understanding between the Employer and the employees:

(a) Whether the position is held open is a determination to be made by the Employer. In cases where the position is held open, the position may be filled with a temporary employee. In cases where the position is not held open, employees on leave wishing to return will be considered for the first position open of like pay and classification.

(b) During a leave of absence, other than annual military reserve leave, an employee does not accrue credit for benefits. Both evaluation dates and benefit dates are adjusted to reflect the time off during the leave of absence.

Section 18.2 - Health Leave

A health leave may be granted by the Employer to employees with six (6) months of service or more. The employee must present a written statement from a licensed physician to the Employer stating the need for such a leave. The length of the leave will be determined by the

Employer giving consideration to the physician's recommendation. Absent mutual agreement by the Employer and the employee, no single health leave in excess of ninety days shall be granted. The maximum period of time a health leave will be granted is for one (1) year (four consecutive ninety day health leaves). The position of the employee shall be held open for that employee during the health leave. Employees returning to work from a health leave must present a written release from their physician.

Section 18.3 - Education Leave

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

Section 18.4 - Active Call to the Armed Services

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

Section 18.5 - Personal Reasons

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

Section 18.6 - Worker's Compensation

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

ARTICLE XIX - WAGES

Section 19.1 - Pay Plan

The following wage increases will take effect for all employees covered under this agreement:

December 1, 2017	0%, $750.00 signing bonus
December 1 , 2018	2.00%
December 1, 2019	2.00%

December 1, 2020 2.00%

Wage provisions of this agreement shall be retroactive to December 1, 2017 for employees employed on April 30, 2019. Signing bonus of $750.00 for December 1, 2017 shall be in lieu of percentage increase. Retroactive compensation will be for all hours worked after December 1, 2018.

Section 19.2 - Merit Component of Pay Plan Administration

Merit pay is awarded to those individuals who exhibit exceptional performance. Merit pay will only be paid to the top 20% of the staff who receive the top scores on their performance evaluation. In the event of a tie, the merit bonus would be split equally. A merit bonus of $500 will be awarded to these individuals. Performance ratings of Meets Expectations, Exceeds, Superior, or Outstanding shall not be grievable. Performance ratings of Unsatisfactory and Below Standards shall be grievable. To be eligible for the merit bonus an employee must have one year's service with the department.

Additional Stipends:

Effective December 1, 2017, the Employer will pay a stipend to those employees who are assigned the following duties:

Armed Officer	$2,000 annualized stipend each for term of CFY 2018 $2,250 annualized stipend for term CFY 2019 $2,500 annualized stipend for term CFY 2020 and CFY2021
Stipend	Projects assigned will receive an incremental stipend of $200 to be paid as a one-time bonus at the completion of a project.

Selection of employee(s) to fill these above positions, and the determination to fill these position(s) or to keep the position(s) vacant shall not be grievable.

These stipends shall not be considered part of the employee's Base Pay for purposes of determining merit compensation, but shall be considered for overtime computation only.

Section 19.3 – Longevity Bonus

Effective with the fiscal year starting December 1, 2018, full time employees covered by the Agreement who have completed five years of continuous service, in accordance with Section 11.2 "Seniority", are eligible to receive on the first paycheck following their anniversary date, an annual bonus, as listed below, provided they have received at least an overall "Meets Expectations" rating on their most recent annual evaluation preceding that annual anniversary date:

Less that 5 years	**$0**
5 years – 9 years	**$300**

10 years – 14 years	$400
15 years – 19 years	$500
20 years – 24 years	$600
25 years or more	$700

ARTICLE XX - JOB RELATED EXPENSES AND EQUIPEMENT

Section 20.1 - Mileage Allowance

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

Section 20.2 - Equipment

For purposes of this Section, "equipment" includes body armor, belt, holster, ASP baton, handcuffs, flashlight carrying devices for equipment, jacket and cap.

Those armed officers presently not possessing equipment and officers who become armed officers in the future shall be provided equipment by the Employer. Subject to the Officer's rights to use and possession referenced above, such equipment shall remain property of the Employer. When, because of job-related use and reasonable wear and tear, it becomes necessary to replace equipment, the Employer shall do so, subject to reasonable notice from the Officer.

ARTICLE XXI - OTHER PAY PROVISIONS

Section 21.1 - Standby/On Call Pay

(a) Bargaining unit employees shall be paid standby pay of $19.00 per day for hours spent on call and standby plus all hours actually worked at the appropriate rate. Current hours now being worked on call and standby are 4:30 p.m. to 8:30 a.m., or 5:00 p.m. to 9:00 a.m., Monday through Friday.

(b) Bargaining unit employees shall be paid on call and standby pay of $39.00 per day for hours spent on call and standby for Saturday, Sunday, and holidays plus all hours actually worked at the appropriate rate.

(c) Standby and/or On Call assignments shall continue to be fairly and equitably distributed.

Section 21.2 - Callback Pay

A callback is defined as an official assignment of work, which does not continuously precede or follow an Officer's regularly scheduled working hours. Employees reporting back with Supervisory approval to a work location to perform work at a specified time shall be compensated for one hour or for actual time worked, whichever is greater. If the employee claims the one hour guarantee, the supervisor retains the discretion to demand that the employee perform an hour's work.

ARTICLE XXII - LABOR-MANAGEMENT/SAFETY & HEALTH COMMITTEE

Section 22.1 - Labor Management Conferences

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Although an earlier meeting may be scheduled subject to mutual agreement, such meetings shall be scheduled once every thirty (30) days, provided a written agenda is completed and presented, as described herein. A written agenda must be provided no less than within five (5) working days of the scheduled date. It shall contain all matters that the submitting party wishes to discuss and shall specify the contract article, section and page number that is in consideration,

if applicable. It shall further provide sufficient detail so as to enable the party receiving it to prepare for a meaningful examination of the subject. The parties anticipate that such meetings shall be about one hour long, shall be held during the workday and shall be attended by no more than three (3) members of the bargaining unit. Providing such conditions are met, no employee shall lose pay for attending the meeting nor shall any employee's benefit accounts be debited for the hour.

Labor management committee meetings requested under the Unit A contract for employees in Court Services shall be combined in a single meeting with the FOP Probation Officers' Unit meetings described in this Section. However, independent meetings may be held should the Employer and the Union President agree.

Section 22.2 - Integrity of Grievance Procedure

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor/management conferences, and any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Employer and the Union, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried out at such meetings.

Section 22.3 - Safety Issues

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

Section 22.4 - Disabling Equipment Defects

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

Section 22.5 - Union Rep Attendance

When absence from work is required to attend labor/management conferences, Union members shall, before leaving their work station, give reasonable notice to and receive approval from their supervisor in order to remain in pay status. Approval shall not be unreasonably denied. Supervisors shall approve the absence except in emergency situations.

Union members attending such conferences and/or meetings shall be limited to two (2). Travel expenses associated with any labor/management conferences shall be the responsibility of the employee.

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

ARTICLE XXIII - INSURANCE - PREMIUM CONTRIBUTIONS

Section 23.1 - Health Insurance

All bargaining unit employees will be offered the County's group Insurance program at the time of employment. If the employee elects and qualifies, then the current premium amount paid, by the employee for employee coverage shall continue until such time as the total employee-only premium reaches $350 per month. Should the employee elect dependent coverage, then the current premium amount paid by the employee for dependent coverage shall continue in effect. Any premium increases that exceed $350 for employee-only and the current rate for dependent coverage will be shared on a 50/50 basis by the employee and the Employer. Employees electing dependent dental insurance will continue to pay 100% of this premium. Employee premium payments will be made through payroll deductions.

See also attached Memorandum of Understanding on premium structure for fiscal year 2009 (attached).

Section 23.2 - Life Insurance

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

Section 23.3 - Enrollment and Eligibility

Open enrollment for the first year of this Agreement will be permitted thirty (30) days following the date this Agreement is signed at which time all employees will be eligible, provided they give evidence of insurability. Pre-existing conditions may be excluded from coverage at the time of enrollment, pursuant to the standards set forth in the Affordable Health Care Act.

Section 23.4 - Insurance Committee

(a) Cost Review: The County and this bargaining unit agree to participate in an Insurance Committee established County-wide to review ways to control or reduce insurance costs. The Insurance Committee may make recommendations to the County Board for changes in health care coverage that will reduce or minimize increases in health care premiums. One (1) representative from Unit A, Unit B, Unit C, FOP Probation Officers Unit, FOP Corrections Unit, PBLC Deputy's Unit, along with two (2) non-union representatives and four (4) management

representatives will be eligible to participate as committee members. Recommendations may be made with a two-thirds majority of those representatives identified by this Section. All changes are subject to approval of the County Board. Any savings generated by plan changes different than those that exist upon execution of this Agreement that result in a decrease in premium costs shall be passed directly to the dependent premium increases in the first and second year of this Agreement, and thereafter, all reductions resulting from changes in health care coverage which result in a premium savings shall be passed along proportionately to the employee and dependent coverage premiums.

(b) Benefit Denial Review: The Insurance Committee may also review disputed claims of employees prior to appealing to the Plan Administrator. The review shall be initiated and completed within the time limits prescribed for review under the Health Insurance Plan and this Committee shall only have the authority and power to recommend to the Plan Administrator the disposition of any disputed claim under the Plan benefits. The Plan Administrator's decision shall be final and non-grievable notwithstanding any other provisions contained herein.

Section 23.5 - Retirement Program (IMRF)

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

ARTICLE XXIV - MISCELLANEOUS POLICIES

Section 24.1 - 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 24.2A - Telephone

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

Section 24.2B - Dress

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

Section 24.2C - Driver's License

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

Section 24.3 - Employee Development and Training

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

Section 24.4 - Temporary Assignment

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

Section 24.5 - Printing of Agreement

The Employer shall be responsible for the copying of necessary copies of this Agreement and shall provide the Union ten (10) days opportunity to review the galley proof of the Agreement prior to copying. The cost of copying this Agreement shall be borne by the Employer. The Employer shall distribute one (1) copy to each bargaining unit employee covered by this Agreement, and shall also provide a copy to each new bargaining unit employee, regardless of Union membership or status, upon employment.

Section 24.6 - Parking

The County Administrator will continue to provide assigned parking at no charge to all employees who use their assigned spaces on work days between 6:00 a.m. and 5:00 p.m. Legitimate days off as defined in the contract, including leaves, sick days, vacations, and car-pooling will not be considered as days of non-use. Employees who are assigned to a parking space in the County parking lot must park in that assigned space when reporting to work. ~~If the employee elects to park in a space other than the county assigned space, they will immediately forfeit their county assigned space.~~

ARTICLE XXV – JOB DESCRIPTIONS

The job descriptions currently in effect for the positions in the bargaining unit are adopted as job descriptions for those positions.

ARTICLE XXVI – EFFECT OF AGREEMENT

This Agreement represents the entire agreement between the Employer and the Union. This Agreement shall supersede and cancel all previous agreements, whether written or oral, prior to the date of ratification either established by the Employer or between the Employer, the Union or employees. Any agreement(s) that supplement this Agreement shall not be binding or effective unless reduced to writing and signed by the Employer and the Union. Such supplement(s) shall remain in effect for the term of the Agreement.

ARTICLE XXVII – RECORDS AND FORMS

Section 27.1 - Attendance Records

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

Section 27.2 - Notification of Absence

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

Section 27.3 - Records

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

Section 27.4 - Undated Forms

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

Section 27.5 - Incomplete Forms

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

ARTICLE XXVIII - ENTIRE AGREEMENT/SAVINGS CLAUSE

Section 28.1 - Entire Agreement/Waiver

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

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

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

The parties agree that it was intended to amend the contract to reflect a 40 hour work week. The parties have attempted to change all appropriate areas of the contract but should either party determine that an oversight occurred the parties agree to meet immediately to amend the CBA to appropriately reflect a 40 hour work week.

Section 28.2 - Savings Clause

If any Article or Section of this Agreement or any addenda thereto shall be held invalid by operation of law or by a tribunal of competent jurisdiction, or if any compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXIX - TERMINATION

This Agreement shall be effective as of the 1st day of December, 2017 and shall remain in full force and effect until the 30th day of November, 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not more than one hundred twenty (120) nor less than ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and, until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

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

SIGNATURES

IN WITNESS WHEREOF, the parties herto have set their hands this _____ day of _____, 2019, in Pekin, Illinois executing _____ duplicate original copies.

FOR THE EMPLOYER:

_____

_____

FOR THE UNION:

_____

_____

_____

_____

_____

_____

APPENDIX A - DUES AUTHORIZATION FORM

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

I, , hereby authorize my employer, , to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.)

Date: Signed:_

Address: City:_

State: Zip:_

Telephone:_

E-mail:_

Employment Start Date: _

Title: _

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

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

APPENDIX B - GRIEVANCE FORM

(use additional sheets where necessary)

Date Filed: _____

Department: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance:

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

Briefly state the facts: _____

~~Lodge/Unit No.~~ ~~Year~~ ~~Grievance No.~~

_____ / _____ / _____

Remedy Sought: _____

_____

Given To: _____ Date/Time: _____

_____ _____
Grievant's Signature FOP Representative Signature

EMPLOYER'S RESPONSE

_____

_____

_____

_____ _____
Employer Representative Signature Position

_____ _____
Person to Whom Response Given Date

STEP TWO

Reasons for Advancing Grievance: _____

_____

_____

Given To: _____ Date/Time: _____

_____ _____
Grievant's Signature FOP Representative Signature

EMPLOYER'S RESPONSE

_____

_____

_____

_____

_____ _____
Employer Representative Signature Position

_____ _____
Person to Whom Response Given Date

STEP THREE

Reasons for Advancing Grievance: _____

_____

Given To: _____ Date/Time: _____

_____ _____

Grievant's Signature FOP Representative Signature

EMPLOYER'S RESPONSE

_____

_____

_____ _____

Employer Representative Signature Position

_____ _____

Person to Whom Response Given Date

STEP FOUR

Reasons for Advancing Grievance: _____

_____

Given To: _____ Date/Time: _____

_____ _____

Grievant's Signature FOP Representative Signature

EMPLOYER'S RESPONSE

_____

_____

_____ _____

Employer Representative Signature Position

_____ _____

Person to Whom Response Given Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

_____ _____

Person to Whom Referral Given **Date**

_____

FOP Labor Council Representative

Memorandum of Understanding between Tazewell County, Illinois and Fraternal Order of Police Lodge 98-8

This Memorandum of Understanding (MOU) is made and entered into on October 29, 2008 by and between Tazewell County, Illinois and the Fraternal Order of Police (FOP) Lodge 98-8, representing the County's Probation Officers.

Section 1: Tazewell County, Illinois wishes to restructure the County's insurance premiums in order to improve the solvency of the County's Health Insurance Fund, which is managed as an Internal Service Fund.

Section 2: Both parties recognize and agree that the proposed premium structure for Fiscal Year 2009 is a deviation from the collective bargaining agreement and results in Tazewell County paying a substantially larger portion of the insurance costs than the contract requires.

Section 3: In addition to the premium restructuring, Tazewell County has decided that it is in the best interests of the Health Insurance Fund to transfer $250,000 to the Fund as an additional infusion of cash to improve the solvency of the Fund.

Section 4: Both parties recognize and agree that the restructuring and the transfer are not precedent-setting actions on part of the County and shall not be indicative of future insurance premium cost-sharing strategies, which are subject to collective bargaining.

Section 5: This agreement is effective only if executed by both parties and the insurance restructuring and transfer are approved by the Tazewell County Board.

TAZEWELL COUNTY, ILLINOIS

By: David A. Jones

Its: County Administrater

Date: 11/14/08

FOP Lodge 98-8—PROBATION

By: [signature]

Its: Field Representative

Date: 10-29-08

Tazewell County Clerk

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Risk Management Committee recommends to the County Board to approve the worker's compensation settlement case WC-19-02; and

WHEREAS, the County's Worker's Compensation Third Party Administrator has recommended the settlement of WC-19-02 to the Risk Management Committee for an amount not to exceed $14,000.

THEREFORE BE IT RESOLVED that the County Board concurs with the Risk Management Committee and grants settlement authority for case WC-19-02 based upon these terms.

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

PASSED THIS 29th DAY OF MAY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

COMMITTEE REPORT

E-19-95

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, on July 30, 2008 the Tazewell County Board approved the Decommissioning Plan and Escrow Agreement with Rail Splitter Wind Farm LLC and Horizon Wind Energy, LLC (Now known as EDP Renewables, LLC) to cover the costs of decommissioning the Rail Splitter Wind Farm located in Tazewell County; and

WHEREAS, said Decommissioning Plan stipulated that a Surety Bond (Bond No. 105144391) be posted for a portion of the Decommissioning Costs in the amount of $1,405,700.00 with the option for the County to increase said Surety Bond by 2% commencing on the 11th anniversary of the original issuance date and each fifth anniversary thereafter; and

WHEREAS, said Decommissioning Plan also stipulated that an Escrow Account also be established in the amount of $500,000.00 with Herget Bank for decommissioning costs as well; and

WHEREAS, EDP Renewables, LLC is requesting that said Escrow Account be replaced with a Surety Bond similar to Bond No. 105144391 or to increase said current Surety Bond; and

NOW THEREFORE BE IT RESOLVED, that the Tazewell County Board approve this resolution to increase the current Surety Bond No. 105144391 by the escrow amount of $500,000 and to include a 2% increase as specified in the original Decommissioning Agreement approved on July 30, 2008.

NOW THEREFORE BE IT FURTHER RESOLVED, that the County Clerk shall notify the Community Development Administrator, EDP Renewables, LLC and the County Board Office of this action.

PASSED THIS 29TH DAY OF MAY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

RAIL SPLITTER
WIND FARM®

201 NW Main Street
P.O. Box 297
Hopedale IL 61747

309.449.3333 phone
309.449.5515 fax

April 1, 2019

David Zimmerman
Tazewell County Board Chairman
11 S 4th Street
Room 400, McKenzie Building
Pekin, IL 61554

RE Decommissioning Agreement, executed on the 30th day of July 2008 between the Tazewell County Zoning Board of Appeals and Rail Splitter Wind Farm LLC ("Rail Splitter")

Dear Mr Zimmerman,

Pursuant to the Rail Splitter Decommissioning Agreement with Tazewell County Zoning Board of Appeals Rail Splitter has posted security in the form of $500,000 cash escrow as well as Bond No 105144391 in the amount of $1,405,700 Rail Splitter has maintained these forms of security in accordance with the requirements of the Decommissioning Agreement

Following conversations between the parties, Rail Splitter is hereby requesting Tazewell County's consent for replacing the cash escrow with a surety bond, similar to the above mentioned Bond No 105144391 currently in place Surety bonds are issued by entities with financial rating of A M Best A and A++

Upon receipt of Tazewell County's consent Rail Splitter can either increase current Bond No 105144391 by the escrow amount of $500,000 or alternatively post a new bond in lieu of the cash escrow

Rail Splitter appreciates Tazewell County's long partnership and consideration in this matter and is happy to address any questions or concerns submitted by Tazewell County Please contact Dustin Priemer via dustin.priemer@edpr.com or at 713 428 6757

Sincerely,

Brian Hayes
Executive Vice President Asset Operations

CC
Leslie Freiman – General Counsel and Secretary
Bernardo Goarmon – Executive Vice President of Finance
Ryan Brown – Executive Vice President East Region and Canada

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:

Sue Sudell

Monica Connett

RESOLUTION

WHEREAS, the Executive Committee recommends to the County Board to approve a formal acceptance of the resignation of District 3 County Board Member Seth Mingus as of April 24, 2019.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation and declare a vacancy in said position.

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

PASSED THIS 29th DAY OF MAY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Dear Chairman Zimmerman and Tazewell County Board,

As you know, I was elected to the East Peoria City Council on April 2nd. Due to this, I will be resigning from the County Board effective April 24th, 2019. I appreciate the relationships I have formed during my time on the County Board, and I will miss working with everyone associated with Tazewell county. I wish you luck in the future.

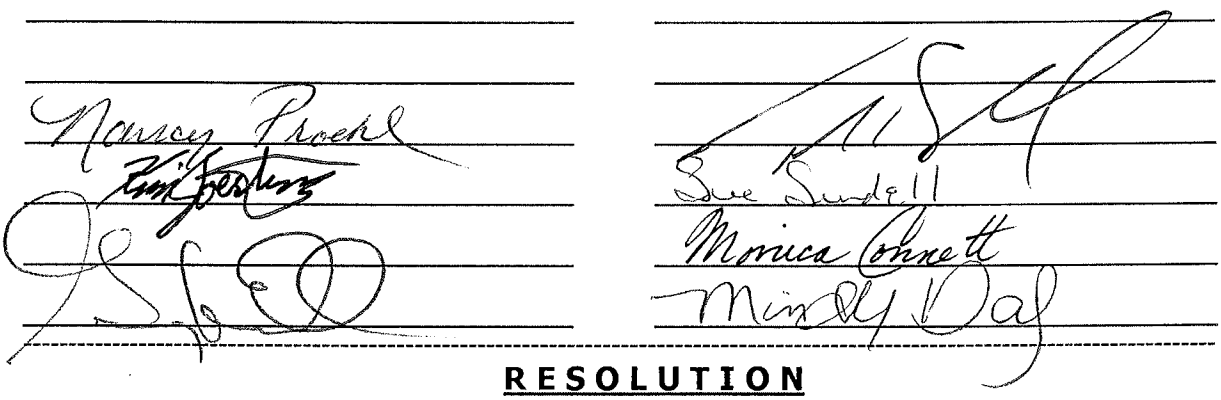
Thanks,

Seth D. Mingus

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 Executive Committee recommends to the County Board to authorize the 2nd quarterly payment for 2019 per the agreement between Tazewell County and the Greater Peoria Economic Development Council; and

WHEREAS, Resolution E-18-108 was approved in November 2018 approving an agreement with GPEDC for twelve months encompassing calendar year 2019; and

WHEREAS, Tazewell County agreed to pay the Greater Peoria Economic Development Council quarterly installments for the term of this Agreement provided that the full County Board approves based upon quarterly review of GPEDC performance.

THEREFORE BE IT RESOLVED that the County Board approve the recommendation and authorize payment of the 2nd quarter investment for 2019.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Greater Peoria Economic Development Council, 401 NE Jefferson, Peoria, IL 61603 and the Auditor of this action.

PASSED THIS 29th DAY OF MAY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

GREATER PEORIA
Economic Development Council

Invoice

Date	Invoice #
5/1/2019	GPEDC '19-2

401 NE Jefferson Ave.
Peoria IL 61603
Tel. (309) 495-5910

Bill To

Tazewell County
David Zimmerman
11 S. Fourth St., Suite 432
Pekin, IL 61554

RECEIVED
MAY 01 2019
TAZEWELL COUNTY
BOARD OFFICE

Due Date
7/31/2019

Description	Amount
2019 Investment - 2 of 4	18,750.00
Total	$18,750.00

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following **ORDINANCE** amendment and recommends that it be adopted by the Board:

ORDINANCE

WHEREAS, the County's Executive Committee recommends to the County Board to approve the requested amendments to the Tazewell County Code of Ordinances CHAPTER 94 WATERS AND SEWERS; and WHEREAS, the amendments to the Ordinance are:

- The change of a definition
- Adding portable sanitation technicians and portable sanitation technician trainees to be registered within the County
- Changing the requirements of the Annual Effluent Discharge program
- Adding operational report for transfer of ownership of a property to be signed prior to closing
- Incorporating that licensed septic contractors registered in our County to complete and submit the operational form to TCHD within 10 days of completion
- Adding that permitted or non-permitted systems are exempt from changes until transfer of ownership or repair is necessary
- Removal of installation of evaporation beds however to allow for the repair of existing evaporation beds
- Incorporating handwashing stations for portable toilets

WHEREAS, the amendments to the Tazewell County Code of Ordinances CHAPTER 94 WATERS AND SEWERS will be effective upon adoption by the County Board.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Health Department, the Auditor, the State's Attorney and American Legal Publishing of this action.

PASSED THIS 29th DAY OF MAY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

SEWERS

94.25 DEFINITIONS

For the purpose of this Section, certain terms and words are hereby defined as follows:

AUTHORIZED REPRESENTATIVE shall mean the legally designated Administrator or the Acting Administrator of the Tazewell County Health Department and shall include those persons designated by the Administrator or Acting Administrator to enforce the provision of the ordinance.

BEDROOM means any room with a closet, excluding kitchens, hallways and bathrooms.

BOARD OF HEALTH shall mean the Tazewell County Board of Health or its Authorized Representative(s).

DISCHARGE POINT means the point at which treated effluent discharges from an approved private sewage disposal system, compliant with the IDPH Private Sewage Disposal Code.

DOMESTIC SEWAGE means wastewater derived principally from dwellings, businesses or office buildings, institutions, food service establishments, or similar facilities.

EVAPORATION BED means a bed as designed in section 94.33 DESIGN; EVAPORATION BEDS of this ordinance that is intended to allow properly treated effluent to evaporate.

HEALTH AUTHORITY shall mean the person or persons who have been designated by the Board of Health to administer the affairs of the Health Department.

HEALTH DEPARTMENT shall mean the Tazewell County Health Department, an agent of the Tazewell County Board of Health.

HOMEOWNER means a contract-for-deed buyer or a person who holds legal title to a residential structure, which is to be used for his personal single-family residence.

HOMEOWNER INSTALLED SYSTEMS means a private sewage disposal system installed by the homeowner for his personal single-family residence. A homebuilder building a spec home is not considered the homeowner unless the intent is to reside in the home and therefore cannot install the septic system.

MODIFY shall mean any change in the design or components of a private sewage disposal system requiring a permit herein defined.

OPERATION INSPECTION means an inspection of the private sewage disposal system to determine compliance with this ordinance and the Illinois Department of Public Health Private Sewage Disposal Licensing Act and Code by a private sewage disposal system installation contractor registered with the Tazewell County Health Department or an authorized representative of the Health Department.

PERMIT shall mean a written permit issued by the Board of Health or its authorized representative permitting the construction or operation of a private sewage disposal system under this ordinance.

PRIVATE SEWAGE DISPOSAL SYSTEM means any sewage handling or treatment facility receiving domestic sewage from less than 15 people or population equivalent and having a ground surface discharge; or any sewage handling or treatment facility receiving domestic sewage and having no ground surface discharge.

PRIVATE SEWAGE DISPOSAL SYSTEM INSTALLATION CONTRACTOR means any person licensed by the Illinois Department of Public Health for excavating, constructing, repairing, installing, modifying, maintaining, or servicing a private sewage disposal system.

PRIVATE SEWAGE DISPOSAL SYSTEM PUMPING CONTRACTOR means any person licensed by the Illinois Department of Public Health who cleans or pumps waste from a private sewage disposal system, portable toilet, portable hand-washing unit or holding tank or hauls or disposes wastes removed there from.

PRIVATE SEWAGE DISPOSAL SYSTEM INSTALLATION CONTRACTORS AND PUMPERS REGISTRATION shall mean an annual registration certificate issued by the Tazewell County Health Department to all private sewage disposal contractors and pumpers engaged in the installation and/or servicing of private sewage disposal systems within the limits of Tazewell County.

SEPTIC TANK MANUFACTURERS AND/OR AERATION UNIT DEALERS means any person who manufactures, sells, offers for sale, or delivers Illinois Department of Public

Health approved septic tanks or aeration units in or into Tazewell County.

SEPTIC TANK MANUFACTURERS AND/OR AERATION UNIT DEALERS REGISTRATION shall mean an annual registration certificate issued by the Tazewell County Health Department to all septic tank manufacturers and/or aeration unit dealers engaged in the manufacture, sale, offer for sale, and delivery of septic tanks or aeration units in or into Tazewell County.

SURFACE DISCHARGING SYSTEM means a private sewage disposal system that releases or has the potential to release treated domestic sewage onto the ground, into any kind of drain or conveyance, or into surface waters.

ZONING INSPECTION means an inspection of the private sewage disposal system to determine compliance with this ordinance and the Illinois Department of Public Health Private Sewage Disposal Licensing Act and Code by a private sewage disposal system installation contractor registered with the Tazewell County Health Department or an authorized representative of the Health Department when property is to be re-platted, additional bedrooms or square footage are added to the existing dwelling or a dwelling must be rebuilt due to loss.

94.26 ADOPTION BY REFERENCE.

This ordinance shall adopt by reference and shall be interpreted and enforced in accordance with provisions set forth in the current, unabridged form of the State of Illinois, Department of Public Health, "Private Sewage Disposal Licensing Act" found at 225 Illinois Compiled Statutes 225/1 et seq., and the "Private Sewage Disposal Code" found at 77 Ill. Adm. Code 905, and any subsequent amendments or revisions thereto, three certified copies of which shall be on file in the office of the Tazewell County Clerk. This ordinance shall control with respect to any differences between it and these incorporated provisions.

94.27 PERMITS

(A) It shall be unlawful for any person to construct, alter, or extend private sewage disposal systems within Tazewell County unless he holds a valid permit issued by the Health Department stating the name of such person for which the specific construction, alteration, or extension is proposed. This permit shall be valid for a period of one year from the date of issue.

(B) All applications for permits granted under the provision of this ordinance shall be made to the Board of Health or its duly authorized representative. Sufficient data shall be included to allow review and to determine whether the proposed application for

permit meets the requirements of this ordinance. This information is including but not limited to all property boundaries, easements, location of existing or planned inground sprinkler system, inground pools, underground utilities, location of all drains, wells, cisterns, buildings, driveways, patios whether existing or proposed and soil boring locations. Permit shall include one complete set of building plans for new construction and/or homeowner's signature verifying the number of bedrooms for the dwelling.

(C) A permit shall only be issued upon application signed by a homeowner and/or property owner and a Tazewell County registered private sewage disposal system installation contractor installing a sewage disposal system.

(D) Permit application forms are provided by the Health Department and shall be completed and signed by each applicant and shall include the following:

1. Name, address, phone number, and email of the applicant and legal description of the proposed site of construction, alteration, or extension as proposed.

2. Complete plan of the proposed disposal facility, with substantiating data, if necessary, attesting to its compliance with the minimum standards of the ordinance.

3. Such other information as may be required by the health authority to substantiate that the proposed construction, alteration, or extension comply with the minimum standards of this ordinance.

(E) The Board of Health or its authorized representative may refuse to grant a permit for the construction or repair of a private sewage disposal system where public or municipal sewage systems are available. Such a sewage system shall be deemed available when a public sewer line is in place within any street, alley, right of way, or easement that adjoins or abuts the premises for which the permit is requested, or when the improvement to be served is located within a reasonable distance of a public sewer to which connection is practical and permitted by the controlling authority for the sewer. A reasonable distance for the purpose of this provision shall be deemed to be not greater than 300 feet for a single-family residence and not greater than 1320 feet for a commercial establishment, subdivision, or multi-family dwelling. A connection is practical when it is cost-effective with regard to the septic system alternatives and can be completed using customary sewer lines. The need to annex an improvement other than a single-family residence to the municipality in order to connect to the municipal sanitary system does not make the municipal sewer system unavailable within the meaning of this section.

(F) The Board of Health or its authorized representative shall act upon all applications within 15 days of the receipt thereof.

(G) Said permit to construct is valid for a period of one year from the date of issuance. If construction has not been completed within this period, the permit is void.

(H) (1) A soil investigation must be performed prior to the issuance of a permit. These tests shall be performed according to the provisions of the Illinois Department of Public Health Private Sewage Disposal Licensing Act and Code adopted hereinafter by reference.

(2) This requirement shall be waived under the following condition. A pre-site inspection is done by Health Department representative and determines lot constrictions would not allow for a subsurface seepage system.

(I) The Health Department shall be notified of any modification, change, or repair to any private sewage disposal system by either homeowner or contractor to determine whether that modification, change, or repair requires a permit as set forth in paragraph 94.27 (A). The routine cleaning of a disposal system components, replacing the septic tank cover, baffles or riser, or rodding out inlets and outlets does not require a permit as defined under 94.27 (A). of this ordinance.

(J) There is a fee charged for the initial construction permit, any alteration of a system including the installation of a sample port, extension, variance request, or operation of a private disposal sewage system. The fee shall be collected by the Health Department at the time an application for permit is submitted and shall be deposited into the Health Department fund. The fee schedule shall be approved by the Board of Health.

(K) All homeowners that have been issued a permit to construct, alter, or extend a private sewage system shall received training approved by the Health Department regarding maintenance of their septic system. This training must be completed within 60 days of installation of the septic system.

(L) Any application for a new install, repair or extension of a surface discharging system after the effective date (February 10, 2014) of the United States Environmental Protection Agency (USEPA) National Pollutant Discharge Elimination System (NPDES) Permit No. IL G62 must first have a General Permit (if required) from the US EPA prior to submitting a septic permit application to this Department.

(M) On all newly platted parcels, a sufficient area of suitable ground shall be provided for a second subsurface seepage system designed according to the Illinois Department of Public Health Private Sewage Disposal Licensing Act and Code. No shed, driveway, patio or like structures and improvements shall be placed in any area or expansion area designated for a private sewage disposal system.

94.28 CONTRACTOR REGISTRATIONS.

(A) An annual contractor registration shall be required by all private sewage disposal system installation contractors ~~and~~, all private sewage disposal pumping contractors, all portable sanitation technicians and portable sanitation technician trainees operating within the limits of Tazewell County. The Health Department shall issue a private sewage disposal system installation contractor registration certificate ~~or~~, a private sewage disposal system pumping contractor registration certificate, a portable sanitation technician registration certificate or a portable sanitation technician trainee registration certificate to persons applying for such a certificate who pass the written exam given by the State for the certificate desired and who are licensed by the State of Illinois as a private sewage disposal system installation contractor and/or a private sewage disposal system pumping contractor. An annual registration fee shall be required for each certificate issued. All registration certificates shall expire December 31st of the following year. The registration fee shall be set by the Board of Health.

(B) (1) An annual Septic Tank Manufacturer and/or Aeration Unit Dealer Registration Certificate shall be obtained by all persons who wish to manufacture, sell, offer for sale, deliver or provide maintenance service on septic tanks or aeration units in or into Tazewell County. The Tazewell County Health Department shall issue a Septic Tank Manufacturer and/or Aeration Unit Dealer registration certificate to persons who apply for such certificate and who have approval to manufacture and sell septic tanks and/or aeration units for the Illinois Department of Public Health.

(2) There shall be no fee paid for said certificate. All registration certificates shall expire December 31st of the following year in which were issued, except those issued in December will expire December 31st of the following year.

94.29 COMPLIANCE AND PERFORMANCE.

(A) All private sewage disposal systems within the limits of Tazewell County shall be constructed, installed, maintained, and serviced by an individual with a valid private sewage disposal system installation contractor's certificate. All such systems shall be pumped, cleaned, and then the contents hauled and disposed of by individuals with a valid private sewage disposal pumping certificate. A homeowner may install and/or service a private sewage disposal system, which serves his own personal single-family residence

(B) (1) All septic tank and/or aeration units manufactured, sold, offered for sale, or delivered in Tazewell County shall comply with the provisions in this ordinance. Owners whose property is served by an aerobic unit and/or has a surface discharging system are required to have at all times an active contract to inspect the operation and ensure

proper maintenance of the system. The inspection and maintenance must be done by a certified private sewage disposal installation contractor. The homeowner of an ATU may conduct the inspection and maintenance as defined within the Act, but the inspection and maintenance shall be performed per the manufacturer's requirements to assure proper operation. At a minimum surface discharging systems shall be inspected and/or maintained as follows and in accordance with the IDPH Private Sewage Code:

(a)Aerobic Treatment Units – once every six months. Inspection and maintenance must be performed by a manufacturer's authorized service representative.

(b) Sand filters – once a year, with a minimum of six months between inspections.

(c) Waste Stabilization Pond– once a year, with a minimum of six months between inspections.

(d) All other surface discharging systems shall be inspected at a frequency established by the health department.

(2) The health department reserves the right to increase the frequency of inspection and/or maintenance of surface discharging systems if components within the system require a more frequent inspection or maintenance, or if the system is not operating properly.

(C) All existing surface discharging systems whose effluent leaves their property or has the potential to leave their property must meet the Illinois Department of Public Health effluent standards and be sampled a minimum of once a year. Effective January 1, 2020, based on the effluent results and no flow history the sampling may be reduced to once every 3 years. All discharging systems shall comply with the sampling requirements ~~and frequencies~~ as specified in the Private Sewage Disposal Code. Sample results must be submitted to the Tazewell County Health Department within 45 days of the date the sample was collected. As of February 10, 2014, new installations and systems that are repaired must have an EPA NPDES General Permit No. IL G62 (if required) prior to discharging. Those systems must meet the sampling requirements of the EPA NPDES General Permit No. IL G62 and submit sample results to Tazewell County Health Department within 45 days of the date the sample was collected.

(D) An operational inspection is required for any private sewage disposal system, which is part of a sale of property or an exchange of ownership prior to closing. Any necessary repair or replacement revealed by the inspection shall be completed by, or provided for, by escrowed funds at the closing on the sale of the property. The report

must be signed at or prior to closing by the buyer and ~~W~~within 30 days of the closing a copy of the report signed by the buyer must be provided to the department.

(E) When an operational inspection is completed, the new owner for the property shall receive training approved by the Health Department regarding maintenance of their septic system. This training must be completed within 60 days of closing. Training will be waived if the new owner has attended training within the previous 12 months of closing.

(F) Operational inspections are valid for 90 days

(G) An operational inspection may be conducted by a private sewage disposal installation contractor registered with the Tazewell County Health Department or an authorized representative of the Health Department. Operational inspection forms provided by the Health Department shall be fully completed and signed by the inspector and returned to the Health Department within 10 days of inspection. ~~for review~~. Sufficient data shall be included to determine if the septic system is in compliance with this ordinance. Failure to provide operational inspection forms as stated above may result in revocation of the contractor's registration to perform operational inspections. When septic systems are not in compliance with the Ordinance, the Tazewell County Health Department, ~~or~~ authorized representative of the Health Department, private sewage disposal installation contractor, portable sanitation technician or licensed plumber (for indoor plumbing only) will complete additional operational re-inspections to insure compliance.

(H) As of August 1997, any buried sand filter or aeration system installed shall not discharge any effluent directly into any body of water where full body contact activities are allowed. A discharge within 150 feet of the above shall be considered a direct discharge to the received body of water. Effluent from a receiving trench and/or evaporation bed shall not discharge closer than 15 feet from a body of water where full body contact activities are allowed.

(I) It shall be unlawful to discharge untreated sewage or effluent from any septic tank directly into any stream, ditch, ground surface, sink hole or abandoned well, or to allow the contents of any privy vault, septic tank, or seepage pit to emit offensive odors, to become objectionable, dangerous or prejudicial, to the public health.

(J) Private sewage disposal systems constructed (permitted or non-permitted systems) prior to August 1997, shall be exempt from the provisions of this ordinance until such time as the property transfers ownership or in circumstances where existing systems necessitate repair or replacement due to malfunction or nuisance, such repair or replacement shall be in conformance with this ordinance to the extent the lot size, soil conditions, topography, and other unalterable constraints will allow as authorized by a variance approved in accordance with this ordinance.

(K) Effective June 16, 2005, when a property transfers ownership, if the Health Department has no record of a permitted system for a private sewage disposal system, the Health Department may require that a licensed septic contractor verify that a functioning private sewage disposal system is present with no illegal discharges. Cesspools are not considered to be a private sewage disposal system according to the Department of Public Health Title 77: Public Health, Chapter I: Department of Public Health, Subchapter r: Water and Sewage, Part 905: Private Sewage Disposal Code, 905.30, Approved Private Sewage Disposal Systems and therefore will not be allowed as a private sewage disposal system.

(L) The Board of Health or its authorized representative is hereby authorized and directed to make such inspections as are necessary to determine satisfactory compliance with this ordinance.

(M) (1) The department shall have the authority, subject to constitutional limitations, to enter at reasonable times upon private or public property, by its representatives after identification, for the purpose of inspecting and investigating conditions relating to the administration and enforcement of this ordinance and the private sewage disposal code.

(2) The Department shall have access to any property or building currently served by or will be served by a private sewage disposal system to determine satisfactory compliance with this ordinance. This access shall include but is not limited to pre-site layout review, any stage of the initial installation, repair or extension of a private sewage disposal system, final inspection following of grading, investigation of a potentially failing private sewage disposal system and inspection and sampling of surface discharging or potential surface discharging system, and when a property is replatted to ensure that the private sewage disposal system is located on the property of the building it serves.

(N) If any private sewage disposal contractor or homeowner who installs a private sewage disposal system shall fill any portion of said system and/or cover the same with earth, cinders, gravel, sand, or any other material which will prevent the same from being readily viewed to determine if said system meets all requirements of the ordinance before receipt of approval by the Health Department, the Health Department may give fifteen (15) days notice in writing to such private sewage disposal contractor or homeowner so violating the provision of the ordinance, to uncover such back filled or covered portions of the system.

(O) At the end of such fifteen (15) days, if no approval for an extension has been granted, and if the private sewage disposal contractor or homeowner shall not have uncovered the private sewage disposal system, the permit is automatically invalidated and penalty action may be taken. The Health authority may elect to have the system uncovered at the expense of the private sewage disposal contractor or homeowner. Failure of the homeowner to pay such costs within thirty (30) days shall result in the

execution of a lien against the property.

(P) (1) The use of a private sewage disposal system to serve more than one property is prohibited except under IDPH Private Sewage Disposal Licensing Act and Code, Section 905.20 General Requirements c) Individual Service.

(2) All components of any private sewage disposal system shall be located on the same property as the building it serves. A recorded easement is required to be filed for existing systems that have any component of the private sewage disposal system located on property other that which the building is located. This includes property that is replatted.

(Q) Under no circumstances shall any person maintain, allow or operate a private sewage disposal system in such a manner that the Health Department determines it to be an ongoing public nuisance or hazard to the public health or safety. Repeated pumping of a septic tank or aerobic unit to prevent such a public nuisance or hazard is not an acceptable remedy.

(R) A minimum 10-25 foot horizontal separation between all components of the private sewage disposal system and a buried sprinkler system shall be maintained. For specific distances to each component see Section 905.Appendix A Illustration D of the Private Sewage Disposal Code.

(S) All subsurface seepage systems that consist of chambers or gravelless piping shall be provided with inspection ports as design allows. A minimum of one inspection port shall be installed on the gravelless piping or chamber system located at a point farthest from the septic tank. It is suggested that the inspection ports be a minimum of 3 inches above grade.

(T) A distribution box, when used, shall be constructed with a removable lid and a minimum 6 inch diameter riser for access for inspection, cleaning, and general maintenance. It is suggested that the riser extends a minimum of 3" above grade. During an operational, zoning, complaint, or repair inspection if the distribution box does not have a riser, one must be provided.

(U) Access to the interior of the septic tank shall be provided to allow inspection and maintenance. A minimum 12 inch diameter manhole or riser shall be installed over the tank inlet and outlet. It is suggested that the manhole or riser extends a minimum of 3 inches above grade. During an operational, zoning, complaint, or repair if the existing septic tank does not have a riser, one must be provided.

(V) Access to the tank outlet shall be provided if a filter has been installed in the baffle. A manhole or riser shall be installed. It is suggested that the manhole or riser extends a minimum of 3" above grade. During an operational, zoning, complaint, or repair if the

existing septic tank does not have a riser over the outlet baffle for easy access to the filter, one must be provided.

(W) A chlorine contact tank shall be provided with a minimum 6 inch riser for access for inspection, cleaning, and general maintenance. It is suggested that the riser extends a minimum of 3" above grade. During an operational, zoning, complaint, or repair if the existing chlorine contact tank does not have a riser one must be provided.

(X) Private sewage septic tanks shall have a pumping evaluation a minimum of once every 5 years.

94.30 ISSUANCE OF NOTICE.

(A) Whenever the Health Department determines that a violation of any provision of this ordinance has occurred, the Health Department shall give notice to the person responsible for such violation. This notice shall be in writing and include a statement of the reasons for issuance of the notice. The notice will allow reasonable time as determined by the Health Department for performance of nay act required. The notice to be served upon the person responsible for the violation(s) will contain an outline of remedial action which is required to effect compliance with this ordinance.

(B) It shall not be a prerequisite to enforcement of the penalty provisions of this ordinance that the Health Department first resort to the notice procedure set forth in this section if it is deemed a public health threat.

94.31 REVOCATION OF PRIVATE SEWAGE DISPOSAL CONTRACTOR AND/OR PUMPER REGISTRATION.

For serious or repeated violation of any of the requirements of this ordinance, the private sewage disposal system contractor and/or pumper registration certificate may be revoked after an opportunity for a hearing has been provided by the health authority. Prior to such action, the health authority shall notify the contractor in writing, stating the reasons for which the registration certificate is subject to revocation and advising that the certificate shall be revoked at the end of five (5) days following service of such notice, unless a request for hearing is filed with the health authority, by the holder, within such 5-day period. A registration certificate may be suspended for cause pending its revocation or a hearing relative thereto where a clear and present danger to the public health is preliminarily found to exist by the health authority.

94.32 APPROVAL OF PROPOSED SUBDIVISION PLATS

(a) Any subdivision being developed which is in part within 1320 feet of an existing available approved municipal sewer, or if the municipality is willing at its expense to

extend the sewer line to within 1320 feet of the subdivision property line, shall not be developed by utilizing private sewage disposal systems.

(B) A fee for the review of the proposed subdivision plat shall be made payable to the Tazewell County Health Department in the amount of $100 and an additional $25.00 per lot. This fee is not returnable if the subdivision is not approved or the request for review is withdrawn.

(C) The owner/developer will submit soil investigations conducted by certified soil classifier for determination of type of septic systems and minimum size of lots. The size of each lot will include area for a replacement system similar to the proposed septic system. The information on the plat must include location of proposed septic system, future site of replacement system, well and geothermal closed loop wells. This information must be submitted on forms provided by the county.

94.33 DESIGN; EVAPORATION BEDS

Evaporation Beds: Effective June 22, 2019, no new evaporation beds will be allowed however existing beds must meet the following requirements:

(A) Evaporation beds shall be located in well-drained areas that are not subject to flooding or periodic inundation with surface water.

(B) Evaporation beds shall be located to reasonably minimize the possibility of overflow discharge reaching neighbouring properties

(C) Evaporation beds shall not be sodded or covered with soil. The gravel in the evaporation bed shall remain exposed to the ground surface.

(D)Evaporation beds shall be designed so the entire bed is completely filled with liquid prior to discharge and so designed to overflow to the ground surface to prevent flowing back into the system.

(E) The gravel shall extend the full depth of the bed and to a depth of not less than 3 inches beneath the bottom of the distribution line(s)

(F) Evaporation beds shall be a minimum of 25' to any property line.

(G) The design must provide for a trench depth that is not greater than 18 inches below the surface.

(H) Erosion control measures must be used to protect the integrity of the evaporation bed.

94.34 OPERATION PERMITS FOR A SURFACE DISCHARGE SYSTEM

(A) No person shall operate, occupy or permit occupancy of any dwelling served by a private sewage disposal system designed for surface discharge or have the potential for surface discharge without a valid operation permit issued by the Health Department. A

fee will be associated with the permit and the fee schedule shall be approved by the Board of Health and shall be deposited into the health department fund.

(B) The fee shall be collected by the Health Department on an annual basis with the first fee due at the time an application for an initial construction permit, alteration or extension permit is submitted. Future fees are due December 31st of the next calendar year. If application is submitted after June 30th fees shall be prorated and the following year's fees are to also be paid at that time. Property owners with a surface discharging system installed prior to the effective date of this Article shall be required to obtain a Surface Discharge System Operating Permit upon notification of this Department. The fee shall be deposited into the Health Department fund. The fee schedule shall be approved by the Board of Health.

94.35 PORTABLE SANITATION

(A) The Health Department may require portable toilets and portable potable hand washing units (Hand sanitizer alone is not sufficient and must be equipped with potable, running water, hand soap, paper towels, and a waste paper container) for events, gatherings or business sales when an approved public sewer system is not available. The use of private sewage disposal systems for events larger than what the system was originally designed for must also have portable toilets and portable potable hand washing units.

(B) The Health Department shall prescribe the application process and shall require the applicant to submit an application for a portable sanitation permit at least 5 working days prior to the first operating day of the event, gathering or vendor sale. Permits are only valid for the event dates applied for.

(C) An application for permit shall be completed on forms provided for by the Health Department and shall include the following:

1. Name, address, telephone number, email and fax number (if applicable) of the operator.
2. A description of the type of gathering to be held.
3. Number of people expected to attend the event. It is the responsibility of the employer, property owner or event coordinator to acquire a sufficient number of portable toilets and portable potable hand washing units for the number of persons anticipated.
4. Dates and times the gathering will be held.
5. Name, address, telephone number, email and fax number (if applicable) of property owner.
6. Location of gathering and site plan that includes the following:
    a. Parking area available for patrons
    b. location and number of food stands
    c. location and number of portable toilets
    d. location and number of portable potable hand washing units

7. Name, address and phone number of person or persons hired to provide portable sanitation.

(D) Person or persons hired to provide portable sanitation must be licensed as a Portable Sanitation Business with all work done by certified Portable Sanitation Technicians or Portable Sanitation Technician Trainees.

(E) The portable toilets and portable hand washing units shall be serviced at a frequency that maintains the units in a sanitary condition and free of odors and according to the IDPH Private Sewage Disposal Code, Portable Sanitation.

(F) The Health Department may conduct inspections before and/or during an event, gathering or business sales to ensure compliance. Failure to provide adequate portable sanitation may result in revocation of the portable sanitation permit.

94.36 HEARINGS

(A) Any person affected by an order or notice issued by the Health Department in connection with the enforcement of any section of this ordinance, may file in the office of the Health Department, a written request for a hearing before the health authority. The health authority shall hold a hearing at a time and place designated by the Health Department within thirty (30) days from the date on which the written request was filed. The petitioner for the hearing shall be notified of the time and the place of the hearing not less than five (5) days prior to the date on which the hearing is to be held. If as a result of the hearing, the health authority finds that strict compliance with the order, or notice, would cause undue hardship on the petitioner, and that the public health would be adequately protected and substantial justice done by varying or withdrawing the order or notice, the health authority may modify or withdraw the order or notice and as a condition for such action may, whereas he deems necessary, make requirements which are additional to those prescribed in this ordinance for the purpose of protecting public health. The health authority shall render decision within ten (10) days after the date of the hearing, which shall be reduced to writing and placed on file in the office of the Health Department as a matter of public record. Any person aggrieved by the decision of the health authority may seek relief through a hearing before the Board of Health.

(B) Any person aggrieved by the decision of the health authority rendered as the result of a hearing held in accordance with this section may file in the office of the Health Department a written request for a hearing at a time and place designated by the Secretary of the Board of Health within thirty (30) days of the date on which the written request was filed. The petitioner for the hearing shall be notified of the time and place of the hearing not less than five (5) days prior to the date on which the hearing is to be held. If, as a result of facts elicited as a result of the hearing, the Board of Health finds that strict compliance with the decision of the health authority would cause undue hardship on the petitioner, and that the public health would be adequately protected and substantial justice done by granting a variance from the decision of the administrator or acting administration, the Board of Health may grant a variance and as a condition of

such variance may, where it deems necessary, make requirements which are additional to those prescribed by this ordinance, all for the purpose of properly protecting the public health. The Board of Health will render a decision within ten (10) days after the date of the hearing, which shall be reduced to writing and placed on file in the office of the Health Department and a copy thereof shall be served on the petitioner personally or by delivery to the petitioner by certified mail.

(C) The hearing/meeting procedures are noted below:

1. The public hearing/meeting procedures will be summarized for all present by the Chairperson.
2. The Chairperson will announce the subject of each public hearing/meeting, as advertised.
3. In order to conduct the hearing/meeting within a reasonable time and to keep the subject at hand, we ask that the following rules be observed:
    a. Following the staff presentation the person(s) requesting to comment will be called.
    b. Each person making a statement will be asked to complete the sign-in sheet prior to the meeting. When your name is called during the hearing/meeting process, please state your name and address for the record

(D) (1) Please refrain from repeating what has been said before you, and please do not involve personalities.

(2) Be as factual as possible.

(3) If there are numerous people in the audience who would like to participate on the issue, and it is known that all represent the same opinion, it is advised that a spokesman be selected to speak for the entire group. A spokesman will thus have the opportunity of speaking for a reasonable length of time, and of presenting a complete case. If this arrangement cannot be made, it may be necessary for the Chairperson to restrict each speaker to a limited

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following **ORDINANCE** amendment and recommends that it be adopted by the Board:

ORDINANCE

WHEREAS, the County's Executive Committee recommends to the County Board to approve the requested amendments to the Tazewell County Code of Ordinances Chapter 90: Animals, and

WHEREAS, the Ordinance has been amended to include updated language from the Illinois Animal Control Act and the Humane Care for Animals Act; and

WHEREAS, the amendments to the Tazewell County Code of Ordinances Chapter 90 will be effective upon adoption by the County Board.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Animal Control, the Auditor, the State's Attorney and American Legal Publishing of this action.

PASSED THIS 29th DAY OF MAY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

90.01 - Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Act: The Animal Control Act, 510 ILCS 5/1 through 5/27, as amended.

Administrator: A veterinarian licensed by the State of Illinois and appointed pursuant to this Act, or in the event a veterinarian cannot be found and appointed pursuant to this Act, a non-veterinarian may serve as administrator under this Act. In the event the administrator is not a veterinarian, the administrator shall defer to the veterinarian regarding all medical decisions.

Animal: Every nonhuman species of animal, both domestic and wild.

Animal Control Facility: Any facility approved by the administrator for the purpose of enforcing the Act and used as a shelter for seized, stray, homeless, abandoned, or unwanted dogs or other animals.

Animal Control Officer: Persons appointed by the administrator in such number as authorized by the county board to perform duties assigned by the administrator set forth in this chapter.

Animal Shelter Manager: Manager or director of the animal shelter, animal control, and rabies control.

At Large: Any animal when it is off the premises of its owner's real property and not restrained by a competent person. However, if an animal under the control of a City/County Official or veterinarian escapes and runs loose, it shall not be considered "at large."

Bite or Biting: The infliction of a break in the skin or a wound by the teeth of an animal.

Cat: All domestic members of the feline family Felis Catus.

Competent Person: A person 11 years of age or older, capable of physically controlling the animal in question and to whose command the animal is obedient.

Confine: Physical restraint of an animal by a fence, structure, chain, rope or other means of a sufficient strength or construction to restrain the animal in question.

Dangerous Dog: Any individual dog when unmuzzled, unleashed, or unattended by its owner or custodian that behaves in a manner that a reasonable person would believe poses a serious and imminent threat of serious physical injury or death to a person or a companion animal.

Department: The department of agriculture of the state.

Deputy Administrator: A veterinarian licensed by the State of Illinois, appointed by the administrator.

Director: The director of the department of agriculture of the state, or his duly appointed representative.

Dog: All domestic members of the canine family Canis familiaris.

Domestic Animal:

The following are considered to be domestic animals:

(A) Dogs (not including hybrids of dogs).

(B) Cats (not including hybrids of cats).

(C) Domestic rodents (guinea pigs, hamsters, white rats, white mice).

(D) Farm animals (any member of the swine, ovine, caprine, bovine or equine families, poultry or rabbits).

(E) Non-life-threatening, nonpoisonous reptiles or amphibians.

(F) Nonpoisonous, non-life-threatening fish.

(G) All birds, except those protected as wild birds by state or federal statutes.

(H) Ferrets.

Dwelling Unit: A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Enclosure: A fence or structure of at least six (6) feet in height, forming or causing an enclosure suitable to prevent the entry of young children, and suitable to confine a vicious dog in conjunction with other measures which may be taken by the owner or keeper, such as tethering of a vicious dog within the enclosure. Such enclosure shall be securely enclosed and locked and designed with secure sides, top and bottom and shall be designed to prevent the animal from escaping from the enclosure. Such enclosure must be approved by the administrator.

Exotic Animal: Any nondomestic animal not native to the state.

Has Been Bitten: Has been seized with the teeth or jaws so that the person or animal seized has been nipped, gripped, wounded, or pierced. The phrase further includes contact of saliva with any break or abrasion of the skin.

Hearing Officer: An individual designated by the County of Tazewell to hear and decide complaints concerning the enforcement of the provisions of this chapter.

Inoculations Against Rabies: The injection of an antirabies vaccine approved by the department.

Kittens: All members of the family Felis catus domesticus, male or female, under the age of four (4) months.

Leash: A cord, rope, strap or chain which shall be securely fastened to the collar or harness of a dog or other animal and shall be of sufficient strength to keep such dog or other animal under control.

Licensed Veterinarian: A veterinarian licensed by the state in which he engages in the practice of veterinary medicine.

Manager: The person appointed by the county board to manage the county animal shelter.

Owner: Any person 17 years of age or older; or parent or guardian of any person under the age of 17 years; or parent or guardian of an incapacitated person having a right of property in an animal; or who acts as custodian, cares for, keeps, feeds or knowingly permits an animal to remain on or about any premises occupied by such person; or a person who registers an inoculation certificate for an animal with the county.

Peace Officer: Shall have the meaning ascribed to it in section 2-13 of the Criminal Code of 1961, (720 ILCS 5/2-13).

Person: Any individual, firm, corporation, partnership, society, association or other legal entity, any public or private institution, the State of Illinois, municipal corporation or political subdivision of the state, or any other business unit.

Physical Injury: The impairment of physical condition.

Police Animal: An animal owned or used by a law enforcement department or agency in the course of the department or agency's work.

Potentially Dangerous Dog: A dog that is unsupervised and found running at large with three (3) or more other dogs.

Poultry: Domesticated birds raised for show, eggs or meat.

Puppy: All members of the canine family Canis familiaris, whether male or female, under four (4) months of age.

Redemption Fee: Costs incurred when impounding an animal, which include the handling and processing of the animal's entry and exit into the animal shelter. This fee shall not include boarding, medical or transportation costs incurred by the shelter in keeping such animal.

Registration Certificate: A printed form prescribed by the department for the purpose of recording pertinent information as required by the department under this Act.

Restraint:

Any animal that is not found on the property of its owner when it is:

(A) Controlled by a line or leash not more than six feet in length when such line or leash is held by a competent person.

(B) Controlled by a leash of 50 feet or less during a training session conducted by a competent person.

(C) Confined within a motor vehicle.

(D) Confined in a cage or other animal carrier.

Secure Enclosure: A structure of sufficient height and construction that does not allow contact between the animal confined and other animals or persons.

Serious Physical Injury: A physical injury that creates a substantial risk of death or that causes death, serious or protracted disfigurement, protracted impairment of health, impairment of the function of any bodily organ, or plastic surgery.

Sterilized: The surgical spay of a female animal or castration of a male animal, so as to render such animal incapable of producing.

Tag: A serially numbered medallion approved by the department to be issued, at a fee set by the county board, as evidence of inoculation against rabies. Also required for animals exempt by a veterinarian for being vaccinated against rabies.

Tethering: To restrain a dog by tying the dog to any object or structure, including, without limitation, a house, tree, fence, post, garage, shed, [or] clothes line by any means, including, without limitation, a chain, rope, cord, leash or running line. Tethering shall not include using a leash to walk a dog.

Tow Chain or Log Chain: Any chain that is more than one-quarter of an inch in width.

Vicious Dog: A dog that bites a person, attacks a person or causes physical injury, serious physical injury or death or any individual dog that has been found to be a "dangerous dog" upon three (3) separate occasions or any individual dog that has killed a companion animal while off the premises of its owner.

Wild Animal: Any living member of the animal kingdom (including exotic animals) for which no rabies vaccine is approved other than a domestic animal.

90.02 - Animals Running at Large Prohibited

(A) The owner of any animal shall keep such animal confined or under restraint at all times when it is off the premises of the owner's real property and shall not permit such animal to be at large. Dogs trained for law enforcement under the control of a peace officer in the performance of duty shall not be required to be confined or under restraint.

(B) The provisions of subsections (a), shall not apply to:

(1) Dogs being used in hunting, field trials and under the control of the owner or handler; and

(2) Dog shows while on public lands set aside for those purposes;

(3) Blood hounds or other dogs used for tracking in conjunction with police activities;

(4) Dogs of the Canine Corps of any police force, the state police, any federal law enforcement agency, or the Armed Forces while being used to conduct official business or being used for official purposes.

(5) Barn cats maintained under a barn cat caretaker license in accordance with other provisions of this section.

(C) A dog or cat found running at large contrary to the provisions of this chapter a second or subsequent time must be spayed or neutered within thirty (30) days after being reclaimed unless already spayed or neutered. Failure to comply with this section shall be a violation of law and shall result in the administrator or deputy administrator ordering the dog impounded and the dog's owner paying a fifty dollar ($50.00) fine, to be deposited into the Animal Control Fund. If the animal is impounded a subsequent time and not sterilized he/she must be sterilized at the owner's expense before being released from Tazewell County Animal Control.

(D) Every animal running at large or stray animal within the county may be impounded by the animal shelter manager or delegate, the police or private citizen. Once the animal has been impounded at the animal shelter, it may be released only after payment of any adjudicated fines owed for violation of this chapter, any redemption/adoption fees that are set forth in this chapter, and if the animal was not inoculated against rabies as required by this chapter when impounded, any inoculation and registration cost incurred by the animal shelter to inoculate and register the animal.

90.03 - Unattended Animals to be Securely Fastened

It shall be unlawful to leave any horse or other draft animal unattended in any street without having such animal securely fastened.

90.04 - Burial or Throwing of Animals into the Streets; Keeping

(A) No person shall leave or throw into any place or street or public water, or offensively expose or bury anywhere within the county the body, or any part thereof, of any dead or fatally sick or injured animal.

(B) No person shall keep any dead animal, or any offensive meat, bird, fowl, or fish in a place where the same may be dangerous to the life or detrimental to the health of any person.

90.05 - Restrictions on Tethering a Dog

It shall be unlawful for an owner to tether a dog outdoors unless the following conditions are met:

(A) A tethered dog must have access at all times to water, adequate shelter, and dry ground.

(B) If there are multiple dogs, each dog must be tethered separately and each dog must have separate water, and shelter.

(C) A dog must be tethered in such a manner as to prevent injury, strangulation or entanglement, and the tether must be at least ten (10) feet long.

(D) The tether must be attached to the dog by a properly fitting collar or harness with a rotating toggle attachment. Pinch, prong, or choke collars shall not be used. The tether shall not wrap directly around the dog's neck.

(E) No dog may be tethered in the case of extreme weather conditions, including when a heat advisory, a wind chill warning or tornado warning has been issued by local, state, or national authority.

(F) No dog shall be tethered within two hundred (200) yards of a school.

(G) No person shall permit at any time a tethered dog to bark, whine, howl or make excess noises so as to cause a nuisance.

(H) No dog shall be tethered with a log chain or a tow chain.

(I) No dog shall be tethered in such a manner so as to allow it to reach or remain on public property or public right-of-way, such as a sidewalk or street.

Failure to comply with this section is a violation for which the Animal Control Administrator or delegate may impound the animal. Such animal may be redeemed by the owner upon payment to the Animal Control Administrator of the lawful fees accrued pursuant to this chapter, after showing an ability to conform to the provisions of this section.

90.06 - Humane Care of Animals

No owner shall fail to provide his/her animal with:

(A) Sufficient, nutritious food.

(B) Fresh, clean water at all times.

(C) A shelter which has four sides, a roof, floor, and bedding. The shelter shall be of sufficient size to permit such animal to stand up and turn around inside when fully grown and allow retention of body heat. The shelter shall be placed to provide shade from the sun and protection from the weather.

(D) Regular and sufficient veterinary care to prevent suffering and maintain health.

90.07 - Abandonment Prohibited

It shall be unlawful for any person to abandon any animal within the county.

90.08 - Acts of Cruelty to Animals Prohibited

Unless justifiable in defense of person or property, no person shall:

(A) Kill, wound, or attempt to kill or wound any domestic animal.

(B) Put to death any domestic animal except by euthanasia under the supervision of a licensed veterinarian of the State of Illinois.

(C) Beat, cruelly ill-treat, torment, overload, overwork or otherwise abuse a domestic animal.

(D) Cause, instigate, permit, or attend any dogfight, cockfight, bullfight, or other combat between animals and humans.

(E) Crop an animal's ears, an animal's tail or perform similar surgeries except as a licensed veterinarian of the State of Illinois.

(F) Allow any animal to remain unattended in a motor vehicle by a competent person when the animal's life, health, or safety is threatened.

90.09 - Impoundment of Victimized Animals; Owner's Appeal

(A) In the event that the animal shelter manager or delegate finds a domestic animal to be a victim of cruelty, neglect, or abandonment as defined by sections 90.06, 90.07, and 90.08, he/she shall have the right to forthwith remove or cause to have removed any such animal to a safe place for care or to euthanize such animal when necessary to prevent further suffering, all at the owner's expense. Return to the owner may be denied or withheld until the owner shall have made full payment for all expenses incurred. Treatment of an animal by any method specified in this section does not relieve the owner of liability for violations and for any accrued charges.

(B) The owner of an animal that has been impounded may appeal, in writing, the impoundment to the administrator within seven days of impoundment. The administrator will appoint a hearing official and, after proper notice, a hearing shall be held to determine if such animal was the victim of cruelty, neglect or abandonment. The hearing officer may find that the animal is a victim of cruelty, neglect or abandonment if:

(1) Such animal was abandoned;

(2) Such animal was not provided by the owner (or agent) with sufficient water, proper food, shelter to provide protection from the weather, or veterinary care to prevent suffering;

(3) Such animal was a victim of an act cited in section 90.08.

(C) If the hearing officer finds that the animal is a victim of cruelty, neglect, or abandonment, then he shall order appropriate remedies, including, but not limited to, proper veterinary care, humane destruction of the animal, or refusal to return such animal to the owner and shall assess all costs to the owner for enforcement of the appropriate remedy, and for impoundment and boarding of the animal.

90.10 - Diseased and Injured Animals

(A) No diseased or sickly horse, cow, hog, dog, cat or other animal nor any that has been exposed to any disease that is contagious among such animals shall be brought into the county unless under veterinary care.

(B) Any animal, being in any street or public place within the county, appearing, in the estimation of the animal shelter manager or delegate or any inspector of the county health department, to be injured or diseased and past recovery for any useful

purpose, and not being attended and properly cared for by the owner or some proper person to have charge thereof for the owner, and not having been removed to some private premises or to some place designated by such officer or inspector within one hour after being found or left in such condition, may be deprived of life by such officer or as he may direct.

(C) No person, other than inspectors or officers of the county health department or law enforcement officers, or persons authorized by contract or otherwise, shall in any way interfere with the removal of such dead, sick or injured animal in such street or place. No person shall skin or wound such animal in any street or public place, unless to terminate its life as herein authorized; except that the owner or person having control of such animal may terminate the life thereof in the presence and by the consent of a law enforcement officer, or an inspector of the county health department or the animal shelter manager or delegate.

90.11 - Dead Animals Prohibited

(A) No person shall:

(1) Allow the body, or any part thereof, of any dead animal to decompose and putrefy by remaining on his property.

(2) Skin, dismember, butcher, dress or exhibit any dead animals in view of the public in residentially used areas of the county.

(B) The owner of an animal shall be responsible for the disposal of such animal's remains on its death from whatever cause and regardless of the location of such animal's remains.

90.12 - Live Animals for Research Prohibited

No live animals in the possession of the animal shelter shall be released, sold or given to any institution or private firm or individual for the purposes of medical or scientific research.

90.13 - Reporting Animal Bites Required

Persons having knowledge of someone being bitten by an animal must report such information to the animal shelter or the police department within 24 hours.

90.14 - Harboring Stray Animal Restricted

No person shall harbor, keep, care for, feed or allow remaining on their property any stray domestic animal without notifying the animal shelter within 48 hours.

90.15 - Liberation of Owned Animals Prohibited

No person shall remove from restraint or release from confinement any animal belonging to another person, unless in an emergency or with the consent of the owner.

90.16 - Liberation of Impounded or Captured Animals Prohibited

It shall be unlawful for any person to liberate to attempt to liberate any animal impounded under the provisions of this article from a place of confinement or from within a vehicle used for confinement and conveyance to the animal shelter.

90.17 - Interference with Animal Shelter Personnel

It shall be unlawful for any person to obstruct, impede or interfere with the animal shelter manager or any of his delegates or the police in the performance of their duties, or to prevent or attempt to prevent the animal shelter manager or any of his delegates or the police from capturing or impounding any animal within the county.

90.18 - Provoking Animals Prohibited

It shall be unlawful for any person to intentionally provoke any animal so as to create a nuisance to the neighborhood or cause a violation of any provisions of this chapter.

90.19 - Removal of Waste

The owner of any animal shall promptly remove any deposit of such animal's waste wherever it may exist in the county.

90.20 - Animal Considered a Nuisance

(A) No person shall own, possess, or harbor a nuisance animal within the county. An animal, other than a dog trained for law enforcement in the performance of its duty, shall be considered a nuisance if such animal:

(1) Damages real or personal property other than the owner's.

(2) Causes unsanitary, dangerous or unreasonably offensive conditions.

(3) Causes a disturbance by excessive barking, caterwauling or other noisemaking. A public nuisance shall be reputably presumed when an animal continuously emits noise:

(a) Which can be heard within a residence or other occupied building; and

(b) For 20 or more consecutive minutes.

(4) Chases vehicles.

(5) Chases, molests, attacks, bites, interferes with or physically intimidates any person while on or off the premises of the owner.

(6) Chases, molests, attacks, bites or interferes with other animals while off the premises of the owner.

(B) The animal shelter manager or delegate, upon reasonable grounds, shall impound any animal creating a nuisance by being in violation of subsection (a) of this section and not restrained by a competent person. Failure to comply with subsection (a) of this

section shall be a violation of law for which, upon conviction thereof, the owner of such animal shall be penalized $300.00 for the first violation, $600.00 for the second violation, and $1,000.00 for the third and each subsequent violation. This section requires the support of the complainant for the issuance of a violation.

90.21 - Inoculation of Dogs and Cats

(A) Every owner of a dog or cat four (4) or more months of age shall cause such dog or cat to be inoculated against rabies by a licensed veterinarian annually or at such intervals as hereafter may be promulgated by the department. Evidence of such inoculation shall be entered upon a certificate, the form of which shall be approved by the county board, and the certificate shall be signed by the licensed veterinarian administering the vaccine.

(B) The veterinarian administering the vaccine shall cause the certificate of inoculation to be distributed as follows:

(1) Two copies shall be given to the owner at the time of inoculation;

(2) One copy shall be filed with the office of the administrator, or such place as the county board shall designate, within thirty (30) days after the date of inoculation;

(3) One copy shall be retained by the veterinarian administering the inoculation for a period of five (5) years, or such period as set by the department or the county board.

(C) The type and brand of rabies vaccine used shall be licensed by the U. S. Department of Agriculture and approved by the department.

(D) Every owner of a dog or cat shall comply with the provisions of sections 90.21, 90.22, and 90.23 of this Code. Any person who violates these sections shall pay a penalty of seventy-five dollars ($25.00) for the first violation, fifty dollars ($50.00) for the second violation occurring within a twelve-month period and two hundred dollars ($200.00) for the third and each successive violation within a twelve-month period. Each day a person fails to comply constitutes a separate offense.

(E) If an animal is not inoculated and registered, said animal shall be impounded by the animal shelter manager or his/her delegate and may be redeemed or disposed of in accordance with the provisions of this Code.

90.22 - Inoculation Tags

(A) The owner of a dog or cat shall, within ten (10) days after such dog or cat has been inoculated against rabies, procure an inoculation tag from the county. The cost of the tag shall be determined and set by the county board. The owner of a dog or cat shall cause the inoculation tag to be attached to a collar or harness to be worn by the animal whenever the animal is not confined in a secure enclosure. Valid rabies inoculation tags and certificates from other counties shall be honored while the

animal is in transit or while the dog or cat is being kept in the County for thirty (30) days or less.

(B) If an animal is not registered, such dog or cat may be impounded by the animal shelter manager or delegate and may be redeemed or disposed of in accordance with the provisions of this chapter.

(C) The provisions of this subsection shall not apply to barn cats maintained under a barn cat caretaker license in accordance with other provisions of this chapter.

90.23 - Registration Fees

(A) The owner of animals in the county shall be charged the following registration fee(s):

(1) For an annual registration, twelve dollars ($12.00) for each animal which is neutered or spayed;

(2) For a three-year registration, twenty-eight dollars ($28.00) for each animal which is neutered or spayed;

(3) For an annual registration, twenty-two dollars ($22.00) for each animal which is not neutered or spayed; and

(4) For a three-year registration, fifty dollars ($50.00) for each animal which is not neutered or spayed.

(5) Replacement of a lost registration tag is three dollars ($3.00).

(6) Late Fees: Five dollars ($5.00) for each animal 30-59 days overdue on vaccination or registration. Ten dollars ($10.00) for each animal 60 days or more overdue on vaccination or registration.

90.24 – Barn Cat Caretaker License Required

(A) Barn cat caretakers may obtain an annual license from the county by no later than January 31 of each year. Licensees shall pay an annual renewal fee of ten dollars ($10.00).

(B) An applicant for and holder of a barn cat caretaker license shall conform to the following requirements:

(1) All cats over four (4) months of age must receive an inoculation against rabies.

(2) All cats must be spayed or neutered.

(3) All cats must be provided with a continuous supply of fresh water, sufficient food to maintain acceptable body weight, shelter and protection from the weather and sufficient veterinary care to prevent suffering.

(4) The applicant shall not have been found guilty of more than three (3) violations of the animal control ordinance within the previous three (3) years from the date of application.

(5) The applicant shall pay the County a fee of ten dollars ($10.00).

(C) Obtaining a barn cat caretaker license shall exempt such licensee from payment of county registration fees for each cat owned by him.

90.25 – Revocation of Barn Cat Caretaker License

(A) Upon conviction of a second violation of the requirements pursuant to this article, the animal shelter manager or delegate may revoke the barn cat caretaker license for a period of not less than three (3) months nor more than five (5) years, the length of the revocation period to be determined by the number and severity of the violations. After expiration of the revocation period, the license shall not be automatically reinstated. The former licensee must reapply for the license and show an ability to conform to the existing ordinances before he may be issued a multiple pet license.

(B) Upon revocation of the license, the administrator or deputy administrator may order the barn cats impounded and the owner shall relinquish ownership of his barn cats to the animal shelter, unless he otherwise comes into compliance with the requirements this chapter.

90.26 - Confinement of Animal Which Has Bitten Someone

(A) When the administrator receives information that any person has been bitten by a dog or other animal, the administrator, or his/her authorized representative, shall have such dog or other animal confined under the observation of a licensed veterinarian for a period of ten (10) days. Such veterinarian shall report the clinical condition of the dog or other animal immediately, with confirmation in writing to the administrator within twenty-four (24) hours after the dog or other animal is presented for examination, giving the owner's name, address, the date of confinement, the breed, description, age and sex of such dog or other animal, on appropriate forms approved by the department. The administrator shall notify the attending physician or responsible health agency. At the end of the confinement period, the veterinarian shall submit a written report to the administrator advising him of the final disposition of such dog or other animal on appropriate forms approved by the department. Dogs or other animals that are not currently inoculated against rabies within the time prescribed by law must be confined at a veterinarian office or Tazewell County Animal Control.

(B) When evidence is presented that such dog or other animal was inoculated against rabies within the time prescribed by law, it may be confined in the house of its owner, or in a manner which will prohibit it from biting any person for a period of ten (10) days, if the administrator, adjudges such confinement satisfactory. At the end of the confinement period, such dog or other animal shall be examined by a licensed veterinarian.

(C) When such dog or other animal has been examined by a licensed veterinarian, at the end of the confinement period and released from confinement, said animal shall be

microchipped at the owner's expense at the time of examination. The owner shall notify the Administrator of the microchip number within seventy-two (72) hours.

(D) Every wild animal which has bitten a person shall be humanely destroyed immediately and a necropsy performed.

90.27 - Duties of Owners of Rabid or Biting Animals

(A) The owner of any dog or other animal which exhibits symptoms of rabies and any dog or other animal in direct contact with such dog or other animal, whether or not such dog or other animal has been vaccinated, shall immediately notify the administrator, and shall promptly confine such dog or other animal, or have it confined, under suitable observation, for a period of at least ten (10) days, unless officially authorized by the administrator, in writing, to release it sooner.

(B) It is unlawful for any person having knowledge that any person has been bitten by a dog or other animal to refuse to notify the administrator immediately. It is unlawful for the owner of such dog or other animal to euthanize, sell, give away, or otherwise dispose of any such dog or other animal known to have bitten a person, until it is released by the administrator, or his authorized representative.

(C) It is unlawful for the owner of such dog or other animal to refuse or fail to comply with the written or printed instructions made by the administrator, or his authorized representative. If such instructions cannot be delivered in person, they shall be mailed to the owner of such dog or other animal by regular mail, postage prepaid. The affidavit or testimony of the administrator, or his authorized representative, delivering or mailing such instructions is prima facie evidence that the owner of such dog or other animal was notified of his responsibilities.

(D) Any expense incurred in the handling of any dog or other animal under this section shall be borne by the owner.

(E) For the purpose of this section, the word "immediately" means by telephone, in person, or by some other means but does not include the use of the mail.

90.28 - Reimbursement to Animal Bite Victims

Tazewell County is not obligated to pay to any person or resident of the county from the animal control fund any amount for the purchase of human rabies antiserum, the purchase of human vaccine, any costs for the administration of the serum or vaccine or any amount for medical care which may have been provided to human bite victims.

90.29 - Liability of Animal Owners

Owners of animals shall be liable for any damage done by their animals to persons, other domestic animals or other person's property.

90.30 - Confinement of Female Dog or Cat in Heat

The owner of any female dog or cat in heat shall confine such animal in a building or secure enclosure. The failure to do so is a violation of law and will allow the manager of the animal shelter or delegate to impound such animal and to hold such animal until redeemed/adopted pursuant to this article.

90.31 - Duties of Driver of Motor Vehicle Striking Animal

Any person whose motor vehicle strikes a dog or cat within the county shall promptly report such occurrence to the animal shelter or police department with a description of the animal struck, condition of the animal and the location of the striking.

90.-32 - Collar Required

No person shall own, possess, keep, maintain or harbor any dog or cat over four months of age within the county without providing such dog or cat with a collar to be worn when said animal is outside a secure enclosure. Collars for dogs shall be of sufficient strength to control and restrain the animal without injury to the animal. Animals restrained by rope or chains must have collars.

90.33 - Attachment of Registration Tags

The registration tag, issued pursuant to the code of Tazewell County requiring inoculation by a licensed veterinarian, shall be attached to the collar required by section 90.32.

90.34 - Confinement of Dogs Outside Limited

(A) No person shall place a doghouse, dog kennel, or other dog housing outside except in the rear yard.

(B) No person shall place a doghouse, dog kennel, or other dog housing or restraint in the rear yard unless such structure or restraint is at least ten feet from all property lines that have adjoining property. A dog trained for law enforcement while in the ownership of a law enforcement officer shall be exempt from the requirements of this subsection.

(C) The provisions of this subsection shall not apply to barn cats maintained under a barn cat caretaker license in accordance with other provisions of this chapter.

90.35 - Dangerous Dogs Determination

(A) After a thorough investigation, including: sending notifications to the owner of the alleged infractions within ten (10) business days of the administrator or director becoming aware of the alleged infractions, the fact of the initiation of an investigation, and affording the owner an opportunity to meet with the administrator or director prior to the making of a determination; gathering of any medical or veterinary evidence; interviewing witnesses; and making a detailed written report, an animal control officer, deputy administrator, or law enforcement agent may ask the administrator, or his or her designee, or the director, to deem a dog to be "dangerous." No dog shall be deemed a "dangerous dog" unless shown to be a

dangerous dog by a preponderance of the evidence. The owner shall be delivered immediate notification of the determination in person or by registered or certified mail that includes a complete description of the appeal process.

(B) A dog shall not be declared dangerous if the administrator, or his or her designee, or the director determines the conduct of the dog was justified because:

(1) The threat was sustained by a person who at the time was committing a crime or offense upon the owner or custodian of the dog or was committing a willful trespass or other tort upon the premises or property occupied by the owner of the animal;

(2) The threatened person was abusing, assaulting or physically threatening the dog or its offspring;

(3) The injured, threatened, or killed companion animal was attacking or threatening to attack the dog or its offspring; or

(4) The dog was responding to pain or injury or was protecting itself, its owner, custodian, or a member of its household, kennel or offspring.

(C) If deemed dangerous, the administrator, or his or her designee, or the director shall order:

(1) The dog's owner to pay a fifty dollar ($50.00) public safety fee, which shall be deposited into the Animal Control Fund, and a fine of not less than two hundred and fifty dollars ($250.00) nor more than one thousand dollars ($1,000.00);

(2) The dog to be microchipped and spayed or neutered within fourteen (14) days at the owner's expense, if not already; and

(3) One or more of the following as deemed appropriate under the circumstances and necessary for the protection of the public:

a. Evaluation of the dog by a certified applied behaviorist, a board certified veterinary behaviorist, or another recognized expert in the field and completion of training or other treatment as deemed appropriate by the expert. The owner of the dog shall be responsible for all costs associated with evaluations and training ordered under this subsection; or

b. The dog to be under physical control by an adult eighteen (18) years of age or older whenever the animal is off of the premises of its owner.

(D) The administrator may order a dangerous dog to be muzzled whenever it is off of the premises of its owner in a manner that will prevent it from biting any person or animal, but that shall not injure the dog or interfere with its vision or respiration.

(E) The administrator may order the owner of a dangerous dog to maintain his animal under restraint and not allow his animal to be outdoors unless contained inside a physical fence that restricts the dog's access to the public way or leashed and under

the control of its owner or another responsible person. The administrator may order that the dog be prohibited from or under specified restrictions at dog parks.

(F) The administrator may order the owner to display in a prominent place of the premises where a dangerous dog resides a clearly visible sign of appropriate size declaring that a dangerous dog resides at that location. The administrator shall approve the design of the sign and may require additional signs located at other points of entry.

(G) The owner or custodian of the dog shall notify the animal shelter or the Administrator immediately in the event the dog is at large or has committed an attack on any person or animal or has died.

(H) No owner or keeper of a dangerous dog shall sell or give away the dog without notifying the administrator.

(I) Whenever an owner of a dangerous dog relocates, he shall notify the administrator. This includes owners of dogs declared dangerous in Tazewell County who are relocating to another county and owners of dogs declared dangerous in other counties who are relocating to Tazewell County.

90.36 - Dangerous Dog; Leash

It is unlawful for any person to knowingly or recklessly permit any dangerous dog to leave the premises of its owner when not under control by leash.

90.37 - Dangerous Dog; Appeal

(A) The owner of a dog found to be a dangerous dog pursuant to this Act by the administrator may file a complaint against the administrator in the circuit court within thirty-five (35) days of receipt of notification of the determination, for a de novo hearing on the determination. The proceeding shall be conducted as a civil hearing pursuant to the Illinois Rules of Evidence and the Code of Civil Procedures, including the discovery provisions. After hearing both parties' evidence, the court may make a determination that the dog is a dangerous dog if the administrator meets his or her burden of proof of a preponderance of the evidence. The final order of the circuit court may be appealed pursuant to the civil appeals provisions of the Illinois Supreme Court Rules.

(B) The owner of a dog found to be a dangerous dog pursuant to this Act by the director may, within fourteen (14) days of receipt of notification of the determination, request an administrative hearing to appeal the determination. The administrative hearing shall be conducted pursuant to the Department of Agriculture's rules applicable to formal administrative proceedings, 8 Ill. Adm. Code Part 1, Subparts A and B. An owner desiring a hearing shall make his or her request for a hearing to the Illinois Department of Agriculture. The final administrative decision of the department may be reviewed judicially by the circuit court of the county wherein the person resides, or in the case of a corporation, the county where its registered office is located. If the

plaintiff in a review proceeding is not a resident of Illinois, the venue shall be in Sangamon County. The administrator review law and all amendments and modifications thereof, and the rules adopted thereto, apply to and govern all proceedings for the judicial review of final administrative decisions of the department hereunder.

(C) Until the order has been reviewed and at all times during the appeal process, the owner shall comply with the requirements set forth by the administrator, the court, or the director.

(D) At any time after a final order has been entered, the owner may petition the circuit court to reverse the designation of dangerous dog.

90.38 - Declaration of Vicious Dog

(A) In order to have a dog deemed "vicious" as defined in section 90.-1 of this Code, the administrator, deputy administrator, or law enforcement officer must give notice of the infraction that is the basis of the investigation to the owner, conduct a thorough investigation, interview any witnesses, including the owner, gather any existing medical records, veterinary medical records or behavioral evidence, and make a detailed report recommending a finding that the dog is a vicious dog and give the report to the state's attorney's office and the owner.

(B) The administrator, state's attorney, director or any citizen of Tazewell County may file a complaint in the circuit court in the name of the People of the State of Illinois to deem a dog to be a vicious dog. Testimony of a certified applied behaviorist, a board certified veterinary behaviorist, or another recognized expert may be relevant to the court's determination of whether the dog's behavior was justified. The petitioner must prove the dog is a vicious dog by clear and convincing evidence. The administrator shall determine where the animal shall be confined during the pendency of the case.

(C) A dog may not be declared vicious if the court determines the conduct of the dog was justified because:

(1) The threat, injury, or death was sustained by a person who at the time was committing a crime or offense upon the owner or custodian of the dog, or was committing a willful trespass or other tort upon the premises or property owned or occupied by the owner of the animal;

(2) The injured, threatened, or killed person was abusing, assaulting, or physically threatening the dog or its offspring, or has in the past abused, assaulted, or physically threatened the dog or its offspring; or

(3) The dog was responding to pain or injury, or was protecting itself, its owner, custodian, or member of its household, kennel, or offspring.

(D) No dog shall be deemed vicious if it is a professionally trained dog for law enforcement or guard duties, provided the attack or injury to a person occurs while the dog is performing duties as expected.

(E) Vicious dogs shall not be classified in a manner that is specific as to breed.

(F) If the burden of proof has been met, the court shall deem the dog to be a vicious dog.

(G) If a dog is found to be a vicious dog, (1) the owner shall pay a one hundred dollar ($100.00) public safety fee, which shall be deposited into the Pet Population Control Fund, and a fine of not more than one thousand dollars ($1,000.00), (2) the dog shall be microchipped and spayed or neutered within ten (10) days of the finding at the expense of its owner, if not already, and (3) the dog shall be subject to enclosure.

(H) If an owner fails to comply with the requirements of subsection 90.38(G), the animal control manager shall impound the dog and the owner shall pay a fine of not less than five hundred dollars ($500.00) nor more than one thousand dollars ($1,000.00), plus impoundment fees, to the animal control facility.

(I) The judge has the discretion to order a vicious dog be euthanized.

(J) A dog found to be a vicious dog shall not be released to the owner until the administrator, an animal control officer, or the director approves the enclosure.

(K) No owner or keeper of a vicious dog shall sell or give away the dog without approval from the administrator or court.

(L) Whenever an owner of a vicious dog relocates, he or she shall notify both the administrator of county animal control where he or she has relocated and the administrator of county animal control where he or she formerly resided.

90.39 - Vicious Dogs—Confinement, Control, Impoundment

(A) It shall be unlawful for any person to keep or maintain any dog which has been found to be a vicious dog unless such dog is at all times kept in an enclosure. The only times that a vicious dog may be allowed out of the enclosure are:

(1) If it is necessary for the owner or keeper to obtain veterinary care for the dog; or

(2) In the case of an emergency or natural disaster where the dog's life is threatened; or

(3) To comply with the order of a court of competent jurisdiction; and

(4) Provided that the dog is securely muzzled and restrained with a leash not exceeding six (6) feet in length, and shall be under the direct control and supervision of the owner or keeper of the dog or muzzled in its residence.

(B) Any dog which has been found to be a vicious dog and which is not confined to an enclosure shall be impounded by the administrator, animal control officer, or the law enforcement authority having jurisdiction in such area.

(C) If the owner of the dog has not appealed the impoundment order to the circuit court in the county in which the animal was impounded within fifteen (15) working days, the dog may be humanely euthanized.

(D) Upon filing a notice of appeal within fifteen (15) working days, the order of euthanasia shall be automatically stayed pending the outcome of the appeal. The owner shall bear the burden of timely notification to animal control in writing, and all costs of the stay of the euthanasia order shall be borne by the owner. A dog found to be a vicious dog shall not be released to the owner until the administrator, an animal control officer, or the director approves the enclosure as defined in this division.

(E) Guide dogs for the blind or hearing impaired, support dogs for the physically handicapped, and sentry, guard or police-owned dogs are exempt from this section; provided, an attack or injury to a person occurs while the dog is performing duties as expected. To qualify for exemption under this section, each such dog shall be currently inoculated against rabies in accordance with section 90.21 of this Code (Section 8 of the Illinois Animal Control Act). It shall be the duty of the owner of such exempted dog to notify the administrator of changes of address. In the case of a sentry or guard dog, the owner shall keep the administrator advised of the location where such dog will be stationed. The administrator shall provide police and fire departments with a categorized list of such exempted dogs, and shall promptly notify such departments of any address changes reported to him.

(F) If the animal control agency has custody of the dog, the agency may file a petition with the court requesting that the owner be ordered to post security. The security must be in an amount sufficient to secure payment of all reasonable expenses expected to be incurred by the animal control agency or animal shelter in caring for and providing for the dog pending the determination. Reasonable expenses include, but are not limited to, estimated medical care and boarding of the animal for thirty (30) days. If security has been posted in accordance with this section, the animal control agency may draw from the security the actual costs incurred by the agency in caring for the dog.

(G) Upon receipt of a petition, the court must set a hearing on the petition, to be conducted within five (5) business days after the petition is filed. The petitioner must serve a true copy of the petition upon the defendant.

(H) If the court orders the posting of security, the security must be posted with the clerk of the court within five (5) business days after the hearing. If the person ordered to post security does not do so, the dog is forfeited by operation of law and the animal control agency must dispose of the animal through adoption or humane euthanization.

90.40 - Impoundment

(A) Every animal running at large or stray animal within the county may be impounded by the animal shelter manager or delegate, the police or private citizen. Once the animal has been impounded at the animal shelter, it may be released only after payment of any adjudicated fines owed for violation of this chapter, any redemption/adoption fees that are set forth in this chapter, and if the animal was not inoculated against

rabies as required by this chapter when impounded, any inoculation and registration cost incurred by the animal shelter to inoculate and register the animal.

(B) Pursuant to the Illinois Animal Control Act, 510 ILCS 5/10, when dogs or cats are apprehended and impounded, they must be scanned for the presence of a microchip. If no microchip is found, a microchip shall be implanted prior to redemption and said implantation of the microchip shall be at the owner's expense.

(C) The Administrator shall give notice of not less than seven (7) business days to the owner, if known, prior to disposal of the animal. Such notice shall be mailed to the last known address of the owner. An affidavit or testimony of the administrator or his deputy or agent who mails such notice shall be prima facie evidence of the receipt of such notice by the owner of such dog or cat.

90.41 - Redemption by Owner or Owner's Delegate

(A) Upon receiving notice from the administrator, it shall be the duty of the owner or delegate of such impounded dog or cat to immediately redeem same, unless such dog or cat has been impounded for:

(1) Biting some person;

(2) Being afflicted with rabies;

(3) Being suspected of being afflicted with rabies; or

(4) Being a dangerous animal pursuant to this chapter.

(B) If the owner of the impounded dog(s) or cat(s) desires to make redemption thereof, he shall redeem his animals within seventy-two (72) hours of the date and time of notice, excepting weekends (Saturday and Sunday) and holidays, by presenting to the animal shelter manager or delegate the following:

(1) Proof of current rabies inoculation and registration, or payment for the inoculation and registration costs incurred by the animal shelter to inoculate and register the dog(s) or cat(s);

(2) Payment for all lawful fees accrued pursuant to this chapter for impounding such dog(s) or cat(s), including redemption, boarding, inoculation, registration, and medical fees accrued;

(3) Payment for implantation of a microchip, if applicable; and

(4) Paying all adjudicated fines and fees owed for violation of this Code.

90.42 - Fees

(A) The redemption fee for any animal impounded at the animal shelter, except dogs and cats, shall be twelve dollars ($12.00) per day.

(B) In addition to the redemption fees to be charged for every animal impounded, except dogs and cats, the owner or redeemer of such animal shall pay the animal shelter for

the cost of transporting it, boarding for the entire period that it was impounded, and all medical charges which have accrued as a result of medical treatment, and any adjudicated fines and fees owed for violation of this chapter. These redemption, boarding, and medical costs shall be paid even if the animal is not redeemed by the owner.

(C) The public safety fee for any dog impounded at the animal shelter shall be fifty dollars ($50.00). The public safety fee for any cat impounded at the animal shelter shall be twenty-five dollars ($25.00).

(D) In addition to the public safety fee a redemption fee for any registered dog or cat impounded at the animal shelter shall be thirty dollars ($30.00). The redemption fee for any unregistered dog or cat impounded at the animal shelter shall be forty-five dollars ($45.00). If the dog or cat was impounded within the corporate limits of a municipality with a current contract with Tazewell County Animal Control the redemption fee for any registered dog or cat shall be ten dollars ($10.00). The redemption fee for any unregistered dog or cat shall be fifteen dollars ($15.00)

(E) In addition to the redemption fees to be charged for every dog or cat impounded, the owner or redeemer of such dog or cat shall pay the animal shelter for cost of transporting it, a boarding fee of twelve dollars ($12.00) per day for the entire period that it was impounded, with the exceptions of weekends and holidays, and all medical charges which have accrued as a result of medical treatment. These redemption, boarding, and medical costs shall be paid, even if the animal is not redeemed by the owner.

(F) In addition to the redemption fees to be charged for every dog or cat impounded, the cost of implantation of a microchip, if none is found at the time of impoundment, shall be paid by the owner. The cost of implantation of a microchip is thirty-six dollars ($36.00).

(G) The redemption fee for a dog or cat that has bitten a person is one hundred and eighty dollars ($180.00).

(H) Owners of animals impounded during non-business hours shall be subject to an emergency impoundment fee of twenty-five dollars ($25.00).

(I) A transportation fee of twenty-five dollars ($25.00) shall be paid for animals picked up at the request of the owner.

(J) A euthanasia fee of twenty-five dollars ($25.00) shall be paid for animals euthanized at the request of the owner.

(K) A euthanasia fee of fifty dollars ($50.00) shall be paid for animals euthanized at the request of the owner, if the animal has bitten within 10 days of the request.

(L) The administrator may require a dog or cat to be vaccinated against rabies by a licensed veterinarian and registered at the owner's expense before redemption. The required rabies vaccination fee shall be forty-five dollars ($45.00).

(M) Owners of animals displaced by circumstances out of their control shall be required to provide proof of rabies inoculation. Animals impounded by Tazewell County Animal Control due to these circumstances shall be vaccinated against rabies, registered and microchipped before being released to the owner. The owner shall pay fifteen dollars ($15.00) for the required rabies vaccination, the appropriate registration fee, and five dollars ($5.00) for the implantation of the required microchip.

(N) Owners surrendering animals to the shelter shall be subject to pay a ten dollar ($10.00) relinquishment fee.

(O) The adoption fee for each dog shall be eighty dollars ($80.00) and fifty dollars ($50.00) if the dog comes to the shelter already sterilized. The adoption fee for each cat over six (6) months of age shall be forty dollars ($40.00), sixty dollars ($60.00) for any kitten under six (6) months of age, and twenty dollars ($20.00) if the cat comes to the shelter already sterilized.

90.-44 - Fines and Fees Paid into Animal Control Fund

All fines, forfeitures, penalties and fees collected as a result of the enforcement of this chapter shall be paid into the animal control fund.

90.-45 - Penalty

Whoever violates the provisions of this chapter shall be fined not less than twenty-five dollars ($25.00) and not more than five hundred dollars ($500.00) for each offense. A separate offense shall be deemed to be committed for each day during upon which a violation occurs or continues.

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's Executive Committee recommends to the County Board to approve the attached Tazewell County 2019 Legislative Agenda; and

WHEREAS, the Tazewell County 2019 State Legislative Agenda will be effective upon adoption.

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

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

PASSED THIS 29th DAY OF MAY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

LEGISLATIVE AGENDA
2019

Preamble:

Tazewell County, Illinois is the 15th largest county and it includes a portion of sixteen incorporated municipalities. The County is well known for providing a high level of public services while maintaining one of the lowest property tax rates in the State of Illinois. Part of the reason for the success of Tazewell County is the successful and cooperative intergovernmental relationships with federal, state and local governments which are critical for the County to continue meeting its constituents' expectations in an economic climate that continues to grown more challenging each year.

While Tazewell County's intergovernmental relationships have been historically strong and successful, the County has recently reviewed its legislative priorities and have adopted a Legislative Agenda with the overall purpose of ensuring that its intergovernmental relationships remains strong and successful but also fair to the constituents of Tazewell County.

It is the belief of Tazewell County that without strong, successful and economically sustainable communities, the County and the State of Illinois will be unable to attain their full potential. By working together in fairness, however, Tazewell County and the State of Illinois can continue to be partners in progress and work toward legislative solutions that will not undermine local governments' budgets, revenue streams, cost structures or ability to make decisions on behalf of their local constituents. Since the counties of Illinois are political subdivisions of the State of Illinois and can only operate within the authority granted to them by the State of Illinois, it is important that, even during these challenging and changing economic times, that the State of Illinois leave intact such authority granted to the counties and consider new legislation affecting counties carefully, finding revenue sources from the State of Illinois for newly imposed requirements on counties. Tazewell County will remain committed to working with State of Illinois and other local governments in supporting legislation that is fair, but also firmly opposing legislative that is not fair to local government, in accordance with this Legislative Agenda.

1. Unfunded Mandates - Unfunded mandates forced on any local government can interfere, impede or otherwise unexpectedly affect a local government's budget and revenue streams. As such, Tazewell County will oppose any legislation that would result in local governments being required to pay for such mandates. Local governments should not be penalized for spending within its means and being good stewards of taxpayer dollars, all the while the State of Illinois continues to spend, tax and legislate well outside of its means and pass those costs on to local governments. In the event that legislation is proposed which would have the effect of creating an unfunded

mandate to local governments, such bill should include language that (1) would make the unfunded mandate optional if not funded by the state; or (2) which would require a two-thirds (2/3) super-majority for approval of the legislation.

2. Local Control – Tazewell County supports the State doing what it can to encourage local problems be solved at the local level for counties and municipalities using their own established policies.

3. Transportation - Effort to promote a cohesive message from local governments that forty (40) percent of every dollar of highway user fees collected by the State of Illinois should be returned to local roads through the currently existing formula.

4. Publication of Assessments - Effort to promote legislation that would (1) allow the County to forego the process of publishing changes in real property assessments in a local periodical or paper and provide those assessment changes on its website; or (2) would allow the County to provide the legal publication of changes in assessments by a full-page advertisement in the local periodical or paper informing the taxpayer that the changes in assessments would be available on the County website. This legislation would allow the County to take either of these measures but still allow the County to publish changes in assessments in the traditional manner, if desired. The overall purpose of this legislation would further allow the taxpayer greater to assessment information and provide an overall better service for the taxpayer and could potentially save the County and taxpayers $25,000 per year.

5. Personal Property Replacement Tax - The County will oppose any legislation or action taken by the State of Illinois that would reduce or sweep funds from the personal property replacement tax.

6. Election Process – While Tazewell County supports improvements to the Election process, it is important that the State of Illinois fund these improvements instead of allowing the financial burden to be imposed upon local election authorities.

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's Executive Committee recommends to the County Board to show support for SB-1007; and

WHEREAS military records recorded by a County Clerk or Recorder of Deeds will now make available for public inspection and copying in accordance with the archival schedule adopted by the National Archives and Records Administration.

THEREFORE BE IT RESOLVED that the County Board approve support of this Senate Bill.

PASSED THIS 24th DAY OF APRIL, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Tim Gottschalk of 219 Horner Road, Armington, IL 61721 to the Armington Community Fire Protection District for a term commencing May 06, 2019 and expiring on May 02, 2021.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Tim Gottschalk to the Armington Community Fire Protection District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Tim Gottschalk to the Armington Community Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Kuhfuss & Proehl, P.C. of this action.

PASSED THIS 29th DAY OF MAY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

E-19-78

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Geraldine Shay of 203 Linden Lane, Green Valley, IL 61534 to the Green Valley Fire Protection District for a term commencing May 06, 2019 and expiring May 02, 2021.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Geraldine Shay to the Green Valley Fire Protection District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Geraldine Shay to the Green Valley Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Kuhfuss & Proehl, P.C. of this action.

PASSED THIS 29th DAY OF MAY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

E-19-83

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Jeffrey Sinn of 2595 Michel Road, Tremont, IL 61568 to the Tremont Fire Protection District for a term commencing May 01, 2019 and expiring May 01, 2022.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Jeffrey Sinn to the Tremont Fire Protection District and we recommend said reappointment be approved.

Sue Sudell
Monica Connett

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Jeffrey Sinn 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 29th DAY OF MAY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

E-19-84

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Gordon Robertson of PO Box 254, Deer Creek, IL 61733 to the Deer Creek Fire Protection District for a term commencing May 01, 2019 and expiring May 01, 2022.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Gordon Robertson to the Deer Creek Fire Protection District and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Gordon Robertson to the Deer Creek Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Mark J. McGrath, P.C., 113 S. Main Street, PO Box 139, Mackinaw, IL 61755 of this action.

PASSED THIS 29th DAY OF MAY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Richard Karneboge of 1233 Redwood Drive, Pekin, IL 61554 to the Tazewell County Board of Health for a term commencing July 01, 2019 and expiring June 30, 2022.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Richard Karneboge to the Tazewell County Board of Health and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Richard Karneboge to the Tazewell County Board of Health.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Tazewell County Health Department Administrator of this action.

PASSED THIS 29th DAY OF MAY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Lynne Johnson of 303 Linden Street, Pekin, IL to the Tazewell County Board of Health for a term commencing July 01, 2019 and expiring June 30, 2022.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Lynne Johnson to the Tazewell County Board of Health and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Lynne Johnson to the Tazewell County Board of Health.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Administrator of the Tazewell County Health Department of this action.

PASSED THIS 29th DAY OF MAY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

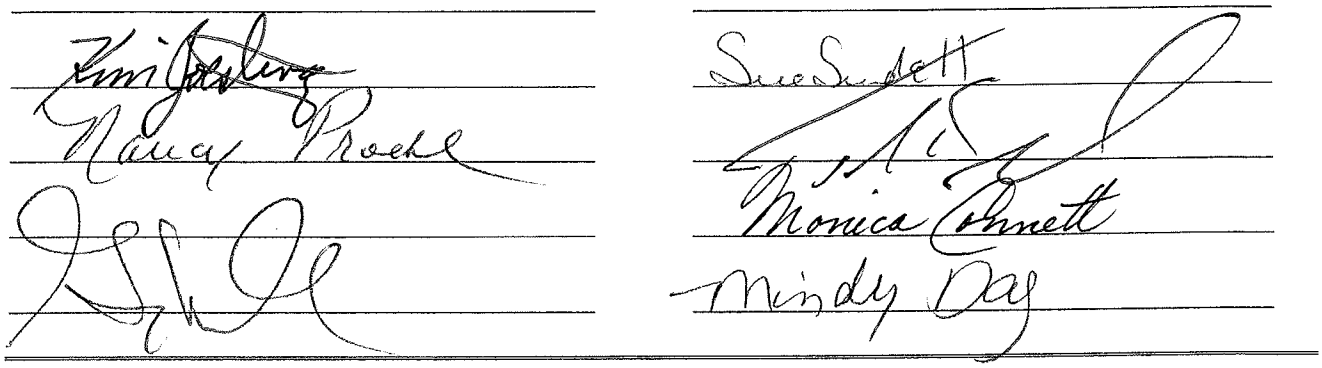
REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Patricia Larson of 326 Sherry Lane, East Peoria, IL to the Tazewell County Board of Health for a term commencing July 01, 2019 and expiring June 30, 2022.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Patricia Larson to the Tazewell County Board of Health and we recommend said reappointment be approved.



RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Patricia Larson to the Tazewell County Board of Health.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Tazewell County Health Department Administrator of this action.

PASSED THIS 29th DAY OF MAY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

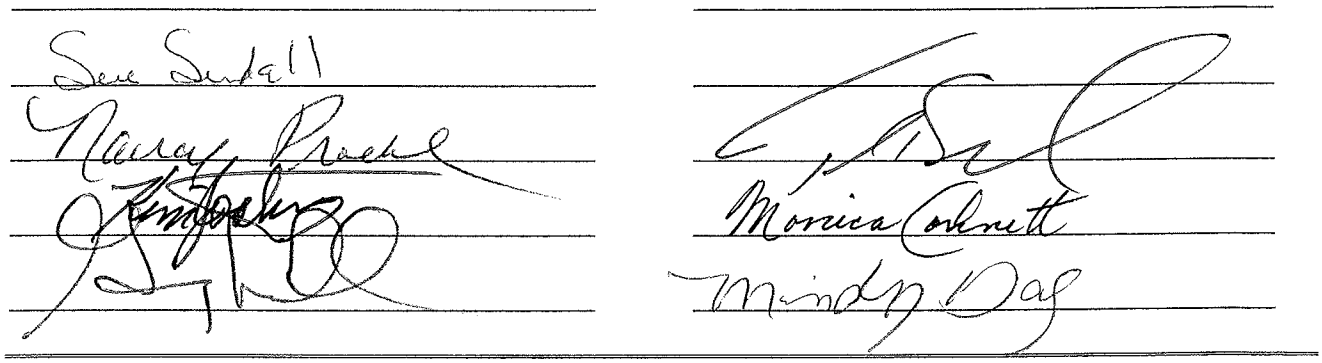
APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Sarah Koscica of 6 Eagle Point Court, Groveland, IL to the Tazewell County Board of Health for a term commencing July 01, 2019 and expiring June 30, 2022.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Sarah Koscica to the Tazewell County Board of Health and we recommend said appointment be approved.



RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Sarah Koscica to the Tazewell County Board of Health.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Tazewell County Health Department Administrator of this action.

PASSED THIS 29th DAY OF MAY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

E-19-93

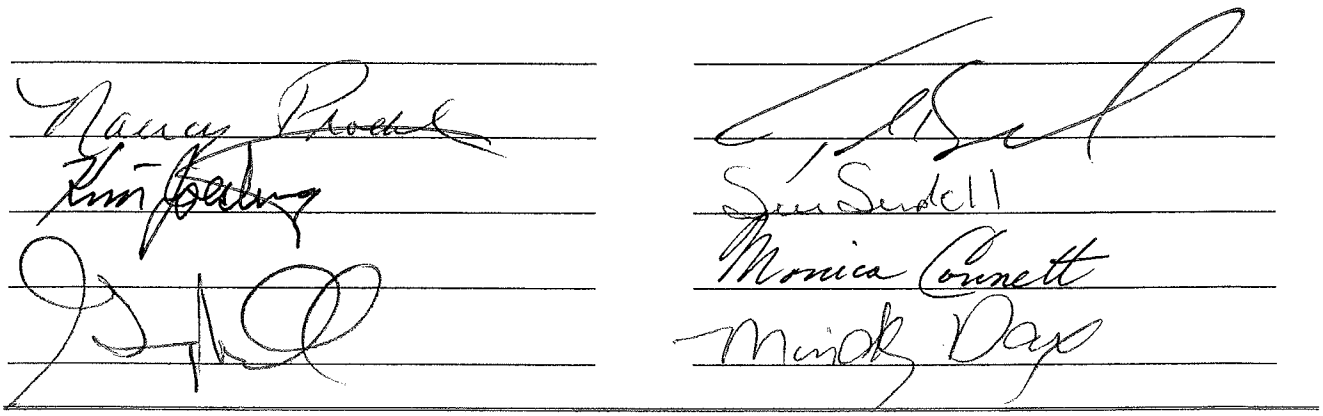
REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint J. Peter Ault of 7 Country Club Drive, Pekin, IL 61554 to the Sheriff's Merit Commission for a term commencing June 01, 2019 and expiring May 31, 2022.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of J. Peter Ault to the Sheriff's Merit Commission and we recommend said reappointment be approved.



RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of J. Peter Ault to the Sheriff's Merit Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify Sheriff Robert Huston of this action.

PASSED THIS 29th DAY OF MAY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

E-19-94

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Peter Kalman of 1 Robin Lane, Pekin, IL to the Sheriff's Merit Commission for a term commencing June 01, 2019 and expiring May 31, 2024.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Peter Kalman to the Sheriff's Merit Commission and we recommend said reappointment be approved.

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Peter Kalman to the Sheriff's Merit Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify Sheriff Jeffrey Lower of this action.

PASSED THIS 29th DAY OF MAY, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

In-Place

TAZEWELL COUNTY LAND USE COMMITTEE AGENDA

Chairman, Sue Sundell

James Carius Community Room

May 29, 2019 @ 6:00 p.m.

1. **Call to Order.**

2. **Roll Call.**

3. **New Business:**

   LU-19-04 Case No. 19-17-Z Bell Enterprises, Inc. Rezoning Deer Creek Twp

4. **Next Meeting:** Tuesday, June 11, 2019 at 5:00 p.m.

5. **Recess.**

Members: Chairman Sue Sundell, Vice Chairman – Carroll Imig, K. Russell Crawford, Monica Connett, Jay Hall, Brandon Hovey, Kim Joesting, Seth Mingus.

In-Place Finance Committee

Tim Neuhauser - Chairman
James Carius Community Room
May 29, 2019

I. Roll Call

F-19-05 A. Recommend to approve agreement for Abila MIP Fund Accounting software

II. Recess

Members: Chairman Tim Neuhauser, Vice Chairman Nick Graff, Bill Atkins, Monica Connett, Mindy Darcy, Mike Harris, Carroll Imig, Greg Menold, Toni Minton, Tim Neuhauser, Frank Sciortino

In-Place Executive Committee

David Zimmerman - Chairman
James Carius Community Room
May 29, 2019

I. Roll Call

II. New Business

III. Unfinished Business

E-19-95 A. Recommend to increase the surety bond for EDP Renewable

IV. Recess

Members: Chairman David Zimmerman, Vice Chairman Tim Neuhauser, Monica Connett, Mindy Darcy, Nick Graff, Mike Harris, Carroll Imig, Kim Joesting, Greg Menold, Nancy Proehl, Greg Sinn, Sue Sundell

Tazewell County Board
Calendar of Meetings
June 2019

Zoning Board of Appeals (Lessen)	Tuesday, June 04 6:00pm – JCCR	Connett, Crawford, Hall, Hovey, Imig, Joesting, VACANT, Sundell
Land Use (Sundell)	Tuesday, June 11 5:00pm – Jury Room	Connett, Crawford, Hall, Hovey, Imig, Joesting, VACANT
Health Services (Sinn)	Thursday, June 13 5:30pm - TCHD	Atkins, Hall, Holford, Longfellow, VACANT, Sundell, Wolfe
Insurance Review (Zimmerman)	No June meeting	Connett, Darcy, Neuhauser
Transportation (Menold)	Monday, June 17 8:00am - Tremont	Crawford, Holford, Hovey, Longfellow, Minton, Proehl, Sinn
Property (Harris)	Tuesday, June 18 3:30pm - JCCR	Darcy, Graff, Joesting, Neuhauser, Sciortino, Wolfe
Finance (Neuhauser)	Tuesday, June 18 following Property - JCCR	Atkins, Connett, Darcy, Graff, Harris, Imig, Menold, Minton, Proehl, Sciortino
Human Resources (Proehl)	Tuesday, June 18 following Finance - JCCR	Atkins, Connett, Darcy, Graff, Harris Imig, Menold, Minton, Neuhauser, Sciortino
Risk Management (Zimmerman)	Wednesday, June 19 4:00pm – Jury Room	Connett, Darcy, Graff, Harris, Imig, Joesting, Menold, Neuhauser, Proehl, Sinn, Sundell
Executive (Zimmerman)	Wednesday, June 19 following Risk Management	Connett, Darcy, Graff, Harris, Imig, Joesting, Menold, Neuhauser, Proehl, Sinn, Sundell
Board of Health (Burton)	Monday, June 24 6:30 pm – TCHD	Sinn
County Board	Wednesday, June 26 6:00 pm – JCCR	**All County Board Members**