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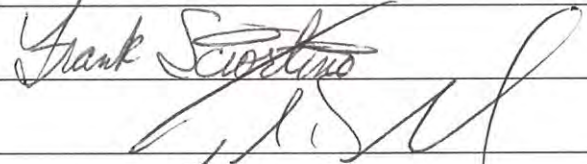
E-19-61 i. Reappointment of Joe Kelly to the Emergency Telephone Systems Board


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 County Board to adopt the attached Property Parameters; and

WHEREAS, the purpose of the parameters is to streamline and coordinate the work for our Maintenance Department as well as create a process for approving changes to County offices, buildings and properties.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the Facilities Director and all Department Heads of this action.

PASSED THIS 27th DAY OF MARCH, 2019.

ATTEST:


 Tazewell County Clerk


 Tazewell County Board Chairman



Tazewell County Property Parameters

The Tazewell County Facilities Department has been looking at ways to streamline processes in an effort to address the workload associated with maintaining nine buildings, delivering supplies to all offices, and managing of the major capital projects for the year with a staff of four full-time and two part-time employees. The goal of the Facilities Department is to provide the highest level of service to all departments while also ensuring preventative maintenance of our buildings and equipment is performed and oversight of the capital projects is provided. To aid in that effort, the following procedures have been established.

Any substantial changes to Tazewell County buildings (construction/remodeling) need to be submitted to the Facilities Director by May 15th of each year for consideration in the next year's budget. A drawing of the proposed change along with a written narrative detailing the need and cost justification should be provided by the Elected or Appointed Official to the Facilities Director, County Administrator and Property Committee Chairman for review. The Facilities Director will obtain cost estimates for the proposed work.

The Tazewell County Property Committee will review and consider proposals and cost estimates for substantial changes (construction/remodeling) to any Tazewell County building prior to the work being performed. Substantial changes include, but are not limited to, walls being removed or added, doorways being closed or added, and enclosures to secure office space. Substantial changes to the Tazewell County Courthouse require review and approval by the Tazewell County Sheriff to ensure the change does not create any security concerns for the building. Once the Sheriff approves the change, the Tazewell County Property Committee will then review and consider proposals and cost estimates related to the change.

Requests for aesthetic repairs (carpet, paint) should to be sent to the Facilities Director by May 15th of each year for consideration in the next year's budget. The Facilities Director, in conjunction with the County Administrator and Property Chairman, will prioritize the projects for the following year's budget. If the project will not be addressed in the coming year's budget, the Facilities Director will communicate that information to the affected department.

Any request of office relocation, addition or rearrangement of office space, relocation of furniture and/or equipment must be submitted by the Elected or Appointed Official in a written narrative detailing the operational need to the Facilities Director. All requests will be reviewed by the Facilities Director, County Administrator and Property Committee Chairman and prioritized based on operational efficiency, number of moves requested during the year and manpower availability of the Facilities and/or IT Department. . All approved requests will require at least one month's notice for transferring or installing new intranet, electrical and phone services which allows the two departments to coordinate the work and ensure all the proper supplies; equipment and budgeted amounts are adequately available.

All repairs that constitute a safety hazard/concern, or emergency, should be sent to the Facilities Director so they can be addressed promptly.

Beginning April 1, 2019, the Facilities Department will schedule deliveries of supplies (i.e., paper, tissues, paper towels, chemicals) on the first and third Monday of each month. A form will be prepared and available on the intranet to order supplies. The order forms will need to be submitted via a maintenance ticket no later than the Friday before the delivery date. If a department is in need of supplies between delivery dates, they are welcome to pick the supplies up themselves.

We appreciate your understanding and support as we work to achieve greater efficiency in the Facilities Department. If you have any questions, please feel free to reach out to the Facilities Director, County Administrator or Property Chairman.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

[Signature]

[Signature]

Frank Scortino

[Signature]

Mindy Kay

[Signature]

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve a 24 month Lease Agreement renewal with Benckendorf & Benckendorf PC for office space rental in the Monge Building; and

WHEREAS, the lease is for a twenty four month period commencing on the 1st day of January, 2019 and ending on the 1st day of January, 2021; and

WHEREAS, the monthly rent is \$690.

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

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

PASSED THIS 27th DAY OF MARCH, 2019.

ATTEST:

[Signature]

Tazewell County Clerk

[Signature]

Tazewell County Board Chairman

MONGE BUILDING LEASE AGREEMENT

This lease agreement is entered into between the lessor and the lessee this 29th day of March, 2019 at Pekin, Illinois.

1. **Definitions.** Unless the context expressly provides otherwise, the following terms shall have the following meanings:
 - (a) "common area" shall mean all areas and facilities in the Monge Building which are provided and designated by the lessor for the general use and convenience of the lessee and other lessees in the Monge Building and their respective agents, employees, customers, guests, and invitees. Common areas include without limitation, the land and facilities used for parking, landscaped areas, walks and sidewalks, arcades, corridors, loading areas, sanitary sewers, utility lines and the like.
 - (b) "floor area" shall mean the aggregate of the actual number of square feet of floor space within the exterior faces of the building (or buildings if hereafter applicable) on the Monge Building, excluding, however, space on roofs, space on loading docks, the second level of any deck stock area, and common areas. With respect to the premises, "floor area" shall mean the actual number of square feet of floor space within the premises, and there shall be no deduction or exclusion by reason of columns, stairs, or other interior construction or equipment within the premises.
 - (c) "Monge Building" shall mean the real estate and improvements located at 11, 13, 15, 17 and 19 South Capitol Street, Pekin, Illinois 61554 and legally described as follows:

Lots 10, 11, 12, 13, 14 and 15 all in Block 46 in the Original Town, now City of Pekin, Tazewell County, Illinois.
 - (d) "the lessee" shall mean Benckendorf & Benckendorf PC, Suite 215 S. Capitol Pekin, IL 61554
the lessee's trade name is _____.
 - (e) "the lessor" shall mean Tazewell County, 11 South Fourth Street, Room 432, Pekin, Illinois 61554.
 - (f) "premises" shall mean that part of the Monge Building commonly known as Suite 215, 15 South Capitol, Pekin, Illinois 61554, containing approximately 1200 square feet of floor area, together with the appurtenances specifically granted in this lease agreement, but reserving unto the lessor the use of the exterior walls, the roof, and the right to install, maintain, use, repair, and replace pipes, decks, conduits, wires, and similar matters.
2. **Demise.** The lessor leases the premises to the lessee, and the lessee leases the premises from the lessor.
3. **Condition.** The lessee accepts the premises in the condition existing at the commencement of this lease agreement.

- 4 **Purpose.** The premises are to be used by the lessee for the purpose of office space.
5. **Term.** The term of this lease shall be 24 months, commencing on the 1st day of January, 2019, and ending on the 1st day of January, 2021. If the lessor shall be unable to deliver possession of the premises to the lessee for a period of 15 days after the commencement of this lease, the lessee may, by written notice to the lessor within 21 days after the commencement of this lease, declare this lease agreement void, and such declaration, the monthly rental installments shall be ratably adjusted for the period of non-possession.

The lessee shall have the option to renew this lease for 1 term(s) of 12 months each, so long as the lessee shall have given the lessor 60 days' written notice thereof prior to the expiration of the initial term and so long as the lessee shall not have been in default at the time of the exercise of said option through and including the commencement of the additional term. The rental rate for such renewal shall be the same of the rental rate for the initial term except as follows:

See Addendum "A"

6. **Rent.** The lessee shall pay to the lessor an annual rent of U.S. \$ 8,280.00 payable in equal monthly installments of U.S. \$ 690.00, in advance, on the first day of each month, the first payment to be made upon the lessee's execution of this lease agreement.

A late payment fee of \$ 25.00 shall be paid by the lessee to the lessor, without notice or demand, if the lessee shall fail to make any rental payment by the 5th date after it is due. Thereafter, the lessee shall pay to the lessor U.S. \$ 5.00 for each additional day such payment is delinquent. In addition to any other remedies available to the lessor, the lessee shall pay to the lessor, without notice or demand, a handling fee of U.S. \$ 25.00 for any check tendered for rental payments which shall have been returned unpaid as occasioned by insufficient funds.

7. **Insurance.** The lessee shall procure and maintain for the benefit of the lessor and the lessee general liability policies of insurance insuring against property and personal injury arising from the use, misuse, or abuse of the premises or its appurtenances. Such policies of insurance shall be in such form and amounts and by such companies, as the lessor may accept. Initially, the amounts of such insurance shall be U.S. \$ 1,000,000.00 for death and personal injury per person, U.S. \$ 1,000,000.00 property damage, and U.S. \$ 1,000,000.00 per occurrence. The lessee will promptly pay when due any premiums on any such policy or policies of insurance and will deliver to the lessor certificates and renewals of such policy or policies at least ten days prior to the expiration date(s) thereof, marked "paid" by the issuing company or agent.

The lessee shall procure and maintain for the benefit of the lessor and the lessee's workers' compensation or similar insurance (for all alterations and improvements to be performed by the lessee if any), and fire and casualty insurance with extended coverage, including without limitation vandalism and malicious mischief, covering all of the lessee's stock-in-trade, fixtures, furniture, machinery, equipment, and all other improvements and betterments in the amount of at least 80% of their replacement cost. Such policies of insurance shall be in such form and amounts and by such companies, as the lessor may accept.

The lessor shall have the right to direct the lessee to increase all such insurance coverages whenever the lessor shall consider them to be inadequate.

Nothing herein contained shall be construed as requiring the lessee to procure fire or casualty insurance on the building(s).

8. **Utilities.** The lessor shall pay for all water, sewer, natural gas, electricity, garbage removal. Telephone service and any other utility product or service used on the premises during the term of the lease or the lessee's occupancy of the premises shall be paid by the lessee. However, the lessor reserves the right to require the lessee to use trash removal as a part of the operation of the common area, the cost of which would then be included in the common area fees.

The lessee shall pay to the lessor on the first day of each month during the term hereof or during the lessee's occupancy of the premises, a monthly heating and air conditioning charge of \$ -0- ; this charge shall be adjusted each calendar year, and it shall be increased or decreased in relation to the percentage increase or decrease in the entire heating and air conditioning charge to the lessor as compared to the charges incurred for the previous calendar year.

9. **Security Deposit.** The lessee has deposited with the lessor the additional sum of US\$ -0-, as security for the lessee's performance under this lease agreement. After the occurrence of an event of default, the lessor may apply any portion of the security deposit to the payment of any amounts due under this lease agreement. The security deposit or any balance of the security deposit shall be returned without interest to the lessee after the lessee has vacated the premises in an acceptable condition.
10. **Maintenance, Repairs, and Replacements.** The lessee shall maintain the premises in good condition, and shall make all repairs and replacements necessary for such routine maintenance (defined as any repair or maintenance with a cost of \$500.00 or less per occurrence). In any event, the lessee shall be responsible for any repair or replacement of any damaged or broken locks, doors, or (glass or screen) windows or any other thing damaged or broken as occasioned by acts or omissions of the lessee or the lessee's employees, agents, customers, guests, or invitees. The lessor shall make all necessary structural, mechanical and roof repairs to the Monge Building unless the damage is due to the lessee's fault
11. **Advertisements.** The lessee may include in all advertisements, including without limitation, newspaper, print, television and radio, the trademark/trade name "Monge Building". The lessee shall not, however, use "Monge Building" for any other reason without the lessor's prior written consent, including without limitation, the use of any name, trade name, mark, trade mark, service name, or service mark which includes "Monge Building". After the termination of this lease, the lessee shall not use the term "Monge Building" for any purpose.
12. **Signs and Décor.** All signs, space décor, displays, fixtures and improvements shall be designed and installed in good taste and in harmony with the Monge Building's décor, and the lessee shall remove promptly following the lessor's demand any such item which shall not be in keeping with the general concept of the Monge Building's appearance.

Furthermore, the lessee shall not install any exterior sign, lighting, plumbing fixtures, shades, awnings, decorations, painting, or other change in the exterior of the Monge Building without the lessor's prior written consent.

13. **Lessee and Employee Parking.** The lessee and the lessee's employees shall park their vehicles (limited to automobiles, pick-up trucks, vans and motorcycles) only in those portions of the parking area designated for the purpose by the lessor. The lessee shall pay to the lessor, without notice or demand, a fee of U.S. \$5.00 per day for each violation hereof. Upon lessor's demand, the lessee shall furnish the lessor with the automobile license number for all such vehicles within three days after taking possession of the premises or within three days of any change in such vehicle or license number. Lessee shall be given a space in the parking area (Space 8, 20 and 33)
14. **Modification of Building.** The lessor reserves the right to change, modify, add to or subtract from the size and dimensions of the Monge Building or any part thereof including without limitation the number, location and dimensions of buildings and stores, walkways, corridors, and sidewalks, the number of floors in any building, the location, size and number of tenant spaces, the identity, type, and location of other stores and tenants, and the size, shape, location, arrangement of common areas, and to design and decorate any portion of the Monge Building as it desires.
15. **Subordination.** This lease shall be subordinate to the lien of any mortgage, now or hereafter placed upon the Monge Building or any part of the Monge Building, and the lessee hereby irrevocably constitutes and appoints the lessor as the lessee's attorney-in-fact coupled with an interest to execute any subordination agreements which may be required in connection with negotiation or execution of any such mortgage. Moreover, the lessee agrees to execute subordination agreement, estoppels certificate, or such other paper and document as may be reasonably requested in connection with such mortgage transactions(s).
16. **Disclaimer of Warranties.** The lessor disclaims (and the lessee accepts such disclaimer and waives any claim to the contrary) any warranties, express or implies, of merchantability, fitness for a particular purpose, or otherwise of the heating and air conditioning equipment and systems or any other equipment, system, fixture, or goods attending this leasehold interest. To the extent any items affecting the leasehold are warranted by the manufacturer or any other third party, the lessor will apply any benefit received by reason of such warranties to the repair or maintenance thereof.
17. **Assignment/Sublease.** The lessee shall not assign this lease or enter into any sublease for the premises without the prior written consent of the lessor. The lessor may assign this lease, and, if so, shall assign all security deposits, prepaid rent, taxes, insurance, and other similar prepaid item to the lessor's assignee.
18. **Alterations/Improvements.** The lessee shall make no alterations or improvements to the premises without the lessor's prior written consent. In any event, any such alteration or improvement for which there is no prior written consent shall become a part of the premises to be surrendered to the lessor at the end of the term. Moreover, any alteration or improvement and all incidental work shall be completed by the lessee or its agents, contractor, of the like within 30 days following commencement of this lease term or such alteration or improvement. Additionally, the lease shall permit no lien to attach to or claim of lien to be made against the premises.
19. **Casualty Damage.** If any part of the premises shall have been totally destroyed by fire, flood, or other unavoidable casualty such that repairs or replacements cannot be reasonably completed within one hundred twenty days from the date of written notice by the lessee to the lessor of the occurrence of the damage, this lease shall terminate and the

rent shall be abated for the unexpired portion of this lease, effective the date of such written notification. If, however, such repairs or replacements can be completed within that period and within ninety days of the expiration of the lease term, the lessor shall not be required to repair or replace such damage. If any portion of the premises shall be untenable following such casualty damage, rent shall be equitably adjusted, considering the portion being untenable and the period during which it shall have been untenable. In the event that the lessor should fail to complete the repairs or replacements within one hundred twenty days from the date of written notice by the lessee to the lessor of the occurrence of the damage, the lessee may terminate this lease by written notice to the lessor, and such termination shall be the lessee's sole remedy. The lessee shall be solely responsible for repairing or replacing any improvement, fixture, or item of personal property originally installed by the lessee which is not covered by casualty insurance, and nothing in this clause shall be construed as imposing on the lessor the duty to procure such insurance.

20. **Eminent Domain.** If all of the premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or if all of the premises is sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall abate effective the date upon which the condemning authority shall take possession of the premises. If less than all of the premises shall be taken or sold under such conditions, (a) the lessor may terminate this lease by written notice by the lessee, and the rent shall be abated as of the date upon which the condemning authority shall have taken possession of the premises, or (b) the lessor may rebuild or restore the improvements so long as such construction or restoration shall make the premises reasonably tenantable considering the uses for which the premises are leased, and the rent shall be equitably adjusted considering the portion of the premises being untenable and the period during which it shall be untenable. The lessor and the lessee shall each be entitled to prosecute or defend and receive separate awards and portions of lump-sum awards as may be allocated to their respective interests in any condemnation proceeding.

21. **Waste, Nuisance, and Use.** The lessee shall not commit or permit any waste of the premises; the lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance on the premises; the lessee shall not use and shall not permit another to use the premises for any unlawful purpose or for any purpose which would increase the fire and casualty insurance premium. There shall be no occurrence of an event of default as occasioned by any claimed unlawful use of the premises so long as (a) the lessee shall contest in good faith, diligently, and in accordance with all applicable laws, statutes, ordinances, rules or regulations, (b) the lessee shall pay when due any zoning or use charges or fees claimed due, under protest, (c) the lessee shall fund any indemnity expense fund as provided in paragraph 29, (d) the lessee shall perform all other acts necessary to prevent the creation of any lien or claims of lien against the premises, and (e) the lessee shall not have admitted that there shall be no further appeals taken or there shall have been no final non-appealable disposition of any such contest.

Furthermore, the lessee shall not (a) install any interior advertising media without the lessor's prior written consent, (b) keep or display any merchandise on the common areas or outside the confines of the premises, (c) otherwise obstruct the sidewalks or common area, (d) fail to maintain the show windows and signs in a neat, clean and presentable condition, or (e) use any loud speakers, radio broadcasts, or other form of communication that can be heard outside the premises.

The lessor shall designate areas for the placement of trash and refuse, and lessee shall place its trash and refuse in that area for pick up by trash removal contractors.

In general, the lessee shall not perform or allow to be performed any acts or practices which may injure the building or which may cause a nuisance to or be objectionable to other tenants.

The lessee shall conduct or allow to be conducted any auction, fire or bankruptcy sale, or similar business practice without the lessor's prior written consent.

The lessor reserves the right, after consultation with the lessee, to promulgate reasonable rules and regulations relating to the use of the common areas as the lessor may deem appropriate. The lessee shall abide by such rules and regulations. The rules and regulations or amendments thereto shall be binding upon the lessee ten days after delivery of a copy of them to the lessee.

22. **Quiet Enjoyment.** The lessor covenants that the lessee shall peaceably hold or enjoy the premises so long as the lessee shall not be in default or breach.
23. **The Lessee's Indemnities.** The lessee holds harmless and indemnifies the lessor from all loss, liability, or expense that may be incurred by reason of (a) the lessee's failure to observe any covenant or perform any agreement hereunder or, (b) any accident damage, neglect, misadventure, use, misuse, or abuse of the premises or its appurtenances by the lessee, the lessee's employees, agents, customers, guests, invitees, and all others claiming by or through the lessee; these indemnities shall include all costs and expenses of defense, including reasonable attorney's fees, which the lessor may require to be funded, in advance, from time to time, by written notice to the lessee.
24. **Expiration of Term, Renewal, Early Termination, Holding Over.** At the expiration of the lease term, or upon any termination of this lease, the lessee shall yield up to the lessor all of the premises, in good condition, reasonable wear and tear expected, considering the lessee's obligations for maintenance, repairs, and replacements. The lessee shall prior to the expiration of the lease term, or upon termination, remove all property belonging to the lessee which shall not have become a part of the premises. If the lessee shall not have surrendered the premises, as agreed, the lessor may without notice deem this lease to be renewed for an equivalent period of time at double the annual rent or the lessor may without notice deem this lease to be a month to month lease at double the monthly installment(s) of rent, either of which shall be the lessor's election in addition to any other remedy of the lessor. The lessee shall return to the lessor all keys, door openers, security cards and any other means of access the day the tenant vacates the premises.
25. **Default and Remedies.** It shall be an event of default (a) if the lessee shall fail to observe any covenant or perform any agreement, including the failure to pay any monthly rental installment within 10 days of its due date including the abandonment or vacation of the premises or the appearance thereof (b) if the lessee shall be in bankruptcy (whether voluntarily or involuntarily), (c) if the lessee shall make an assignment for the benefit of creditors, (d) if any creditor of the lessee shall institute any collection suit against the lessee, or (e) if the lessee dies or, if the lessee is other than a natural person, is dissolved or terminated, whether voluntarily or involuntarily.

Upon the occurrence of an event of default, the lessor may immediately and without notice accelerate all sums due or to become due under this lease so that they are immediately due and payable, including reasonably anticipated costs and expenses,

including attorney's fees, and enter and repossess the premises and evict the lessee and those claiming under the lessee without being deemed to be guilty in any manner of trespassing; such repossession and eviction shall not prejudice any remedies which might otherwise be used by the lessor for arrears of rent or for any breach of the lessee's agreement.

All unpaid sums which shall become due under this agreement shall be deemed additional rent for purposes on any claim for rent maintained under the forcible entry and detainer laws. If the lessor shall make any expenditures which should have been made by the lessee, each such expenditure shall accrue interest at the rate of 18% per annum until fully repaid by the lessee to the lessor; examples of such expenditures without limitation are the payment of charges for taxes, assessments, insurance premiums, utilities, maintenance repairs, and replacements; nothing contained in this provision shall be construed as imposing any obligation on the lessor to make any such expenditure, and the lessor shall have no such obligation.

The lessor shall have no obligation to procure any subtenant for the benefit of the lessee, but if the lessor shall procure such subtenant, the lessee shall be credited with the rental payments made by such subtenant during the term of this lease less all reasonable amounts incurred or expended in procuring such subtenant.

The lessor shall have a lien upon all goods, chattels, and personal property belonging to the lessee which are in or on the premises as security for the payment of rent and all other sums due under this lease agreement. Such lien shall not be in lieu of or any way affect any statutory lien in favor of the lessor. Upon request, the lessee shall execute and deliver to the lessor financing statement(s). The parties shall have all rights and remedies as to such personal property as provided in the Illinois Uniform Commercial Code.

All rights and remedies of the lessor shall be cumulative, and the exercise of one shall not exclude the exercise of any other. Such rights and remedies may be exercised and enforced concurrently or non concurrently and whenever and as often as the occasion may arise. The lessor's rights and remedies shall be liberally allowed and construed.

26. **Miscellaneous.** The lessor's failure to insist on the lessee's strict performance hereunder shall not be construed as a waiver of or as estoppels to the lessor's right to insist on strict performance of the same or a different matter at a later time. This lease agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors of all kinds. This lease agreement shall be modified only in writing executed by the party against whom such modification is chargeable. In the event of litigation arising under this lease agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees, whether incurred prior to or after the commencement of suit, and at any level of court. This lease agreement shall be governed by the laws of the State of Illinois. Time is of the essence of the agreement. Statutory notices and demands shall be made as provided by statute; all other notices, demands or requests shall be deemed received the date and time (if available) (a) of personal service, (b) as indicated on the receipt of U.S. Postal Main, certified or registered, return receipt requested, (c) as indicated on the receipt of any reputable private delivery firm, or (d) five days after depositing an envelope having fully prepaid, first class postage stamps affixed in an official U.S. Postal Service receptacle; with the exception of personal service, all such notices and demands other than those specifically governed by statute shall be addressed according to paragraph 1 unless either party shall notify the other of a change in such address pursuant to this provision. The lessor may enter and inspect the premises for any

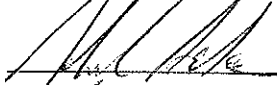
reason during normal business hours or at any other time under exigent circumstances. If the lessor shall convey the premises to a third party, the lessor is exculpated from liability or obligation following such conveyance so long as the grantee or transferee has prior notice or knowledge of the existence of this lease. This lease interest shall not constitute as asset of the lessee in an event of bankruptcy or other insolvency or debtor/collector proceedings and arrangements. If any part(s) of this agreement are determined to be invalid, unenforceable, or unlawful, this agreement shall be construed as if each such part was never included in this agreement. The captions used in this agreement are for convenience only and in no way define, limit, or describe the scope, intent, or construction of this agreement of its parts.

27. **Lease Termination.** Notwithstanding any other language or provisions in the Lease Agreement to the contrary, Landlord and Tenants agree either may terminate this Lease by giving the other party sixty (60) days notice. Upon being served with such notice of intent to terminate this lease, Tenants shall vacate the premises within said period of sixty (60) days. Any rents paid in advance for the month in which the premises are vacated shall be prorated to date of vacation. Tenant shall continue to adhere to all of the terms and conditions of this agreement until date of vacation.
28. **Environmental Matters.** Landlord, at no cost or expense to the Tenant as operating expense or otherwise, shall, solely with regard to actions or omissions of the Landlord, take all actions necessary to comply with all Environmental Laws affecting the Demised Premises, the Real Estate or Project, including without limitation, removal, containment and remedial actions required by any Environmental Laws or any governmental agencies in the enforcement of Environmental Law affecting the Demised Premises, Real Estate, or Project, and shall indemnify Tenant from and against any and all costs, claims, expenses, damages, liens, losses, and judgments arising out of Landlord's failure to comply with Environmental Laws.

Tenant, at no cost or expense to the Landlord, shall, solely with regard to actions or omissions of the Tenant, take all actions necessary to comply with all Environmental Laws affecting the Demised Premises, the Real Estate or Project, including without limitation, removal, containment and remedial actions required by any Environmental Laws or any governmental agencies in the enforcement of Environmental Law affecting the Demised Premises, Real Estate, or Project, and shall indemnify Landlord from and against any and all costs, claims, expenses, damages, liens, losses and judgments arising out of Tenants failure to comply with Environmental Laws.

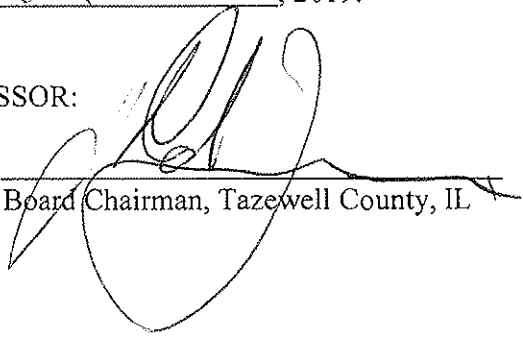
Dated this 29th day of March, 2019.

ATTEST:



County Clerk, Tazewell County, IL
(Print Name & Title)

LESSOR:

By: 

Board Chairman, Tazewell County, IL

ATTEST:

(Print Name & Title)

LESSEE: BENCKENDORF #
BENCKENDORF, PC
By: *James W. Benckendorf*
JAMES W. BENCKENDORF,
(Print Name & Title) PRES.

ADDENDUM TO MONGE BUILDING LEASE AGREEMENT

On the first day of each year of the extended term, the basic monthly rent shall be increased for the ensuing year in the same proportion that the Consumer Price Index for All Urban Consumers – United States City Average: All Items—Series A(1982-4=100) of the United States Department of Labor for the last month of the expired term shall have increased over such index figure for the first month of the lease term. If a different base period is used in determining the index number at the time of the extension of the term, the computation of the new base rental shall reflect any change therein. If at any time prior to the first day of the extended term the aforesaid index shall cease to be published, there shall be substituted for such index the most similar economic indicator then published, if any. If the parties cannot agree to such substitute or if none shall be published, the lease shall terminate. In no event shall the basic monthly rent be less than U.S. \$ 690.00.

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:

[Signature]

[Signature]

Monica Connett

[Signature]

Myrinda Day
Frank Scorsone

Sara Minton

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to County Board to approve the attached pay matrixes for non-union employees other than Elected Officials; and

WHEREAS, two pay matrixes have been updated to establish a non-union exempt employee schedule (salary) and a non-union non-exempt schedule (hourly) for fiscal year 2019 retroactive to December 01, 2018.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation and attached pay matrixes.

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

PASSED THIS 27th DAY OF MARCH, 2019.

ATTEST:

[Signature]
Tazewell County Clerk

[Signature]
Tazewell County Board Chairman

**Tazewell County
Non-Union Exempt Salary Schedule
Fiscal Year 2019**

37.5 Hour/Week		FY 2019		1.5% COLA
Grade	Points	Range Min 80%	P25 Market Midpoint	Range Max 120%
21	850 - 1055	\$ 94,319	\$ 117,949	\$ 141,579
20	735 - 879	\$ 80,402	\$ 100,527	\$ 120,653
19	614 - 734	\$ 68,887	\$ 86,109	\$ 103,331
18	519 - 613	\$ 60,677	\$ 75,796	\$ 90,915
17	439 - 518	\$ 53,768	\$ 67,185	\$ 80,602
16	371 - 438	\$ 47,861	\$ 59,876	\$ 71,591
15	314 - 370	\$ 42,854	\$ 53,568	\$ 64,281
14	269 - 313	\$ 38,849	\$ 48,561	\$ 58,274
13	228 - 268	\$ 35,445	\$ 44,256	\$ 53,067
12	192 - 227	\$ 31,540	\$ 39,450	\$ 47,360
11	161 - 191	\$ 27,935	\$ 34,944	\$ 41,953
10	135 - 160	\$ 24,932	\$ 31,139	\$ 37,347
9	114 - 134	\$ 22,328	\$ 27,935	\$ 33,542
8	98 - 113	\$ 20,426	\$ 25,532	\$ 30,639

40 Hour/Week		FY 2019		1.5% COLA
Grade	Points	Range Min 80%	P25 Market Midpoint	Range Max 120%
21	880 - 1055	\$ 100,607	\$ 125,813	\$ 151,018
20	735 - 879	\$ 85,762	\$ 107,229	\$ 128,696
19	614 - 734	\$ 73,480	\$ 91,850	\$ 110,219
18	519 - 613	\$ 64,722	\$ 80,849	\$ 96,976
17	439 - 518	\$ 57,353	\$ 71,664	\$ 85,975
16	371 - 438	\$ 51,051	\$ 63,867	\$ 76,363
15	314 - 370	\$ 45,711	\$ 57,139	\$ 68,567
14	269 - 313	\$ 41,439	\$ 51,799	\$ 62,159
13	228 - 268	\$ 37,808	\$ 47,206	\$ 56,605
12	192 - 227	\$ 33,643	\$ 42,080	\$ 50,517
11	161 - 191	\$ 29,798	\$ 37,274	\$ 44,750
10	135 - 160	\$ 26,594	\$ 33,215	\$ 39,837
9	114 - 134	\$ 23,817	\$ 29,798	\$ 35,779
8	98 - 113	\$ 21,788	\$ 27,234	\$ 32,681

Tazewell County
Non-Union Non-Exempt (Hourly) Salary Schedule
Fiscal Year 2019

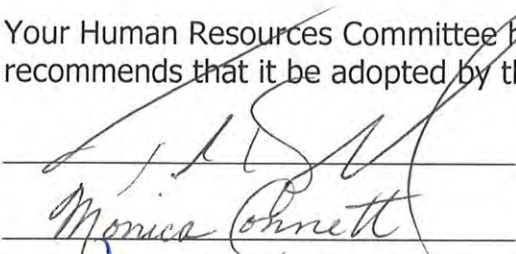
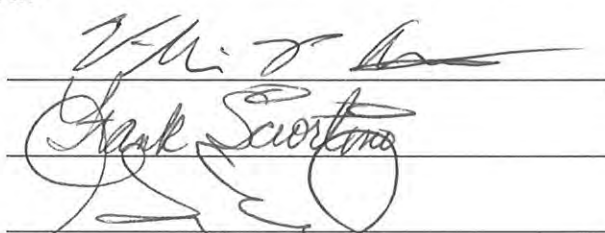
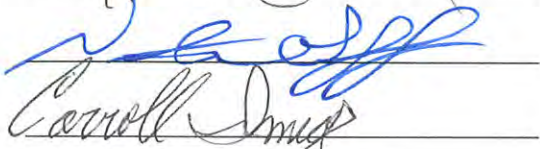

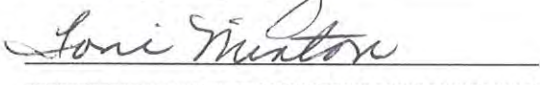

37.5 Hour/Week		FY 2019		1.5% COLA
Grade	Points	Range Min 80%	P25 Market Midpoint	Range Max 120%
21	880 - 1055	\$48.18	\$60.26	\$72.33
20	735 - 879	\$41.07	\$51.35	\$61.64
19	614 - 734	\$35.19	\$43.99	\$52.79
18	519 - 613	\$31.00	\$38.72	\$46.44
17	439 - 518	\$27.47	\$34.32	\$41.18
16	371 - 438	\$24.45	\$30.59	\$36.57
15	314 - 370	\$21.89	\$27.37	\$32.84
14	269 - 313	\$19.85	\$24.81	\$29.77
13	228 - 268	\$18.11	\$22.61	\$27.11
12	192 - 227	\$16.11	\$20.15	\$24.19
11	161 - 191	\$14.27	\$17.85	\$21.43
10	135 - 160	\$12.74	\$15.91	\$19.08
9	114 - 134	\$11.41	\$14.27	\$17.14
8	98 - 113	\$10.43	\$13.04	\$15.65

40 Hour/Week		FY 2019		1.5% COLA
Grade	Points	Range Min 80%	P25 Market Midpoint	Range Max 120%
21	880 - 1055	\$48.18	\$60.26	\$72.33
20	735 - 879	\$41.07	\$51.35	\$61.64
19	614 - 734	\$35.19	\$43.99	\$52.79
18	519 - 613	\$31.00	\$38.72	\$46.44
17	439 - 518	\$27.47	\$34.32	\$41.18
16	371 - 438	\$24.45	\$30.59	\$36.57
15	314 - 370	\$21.89	\$27.37	\$32.84
14	269 - 313	\$19.85	\$24.81	\$29.77
13	228 - 268	\$18.11	\$22.61	\$27.11
12	192 - 227	\$16.11	\$20.15	\$24.19
11	161 - 191	\$14.27	\$17.85	\$21.43
10	135 - 160	\$12.74	\$15.91	\$19.08
9	114 - 134	\$11.41	\$14.27	\$17.14
8	98 - 113	\$10.43	\$13.04	\$15.65

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 Human Resource Committee recommends to the County Board to approve the reorganization of the Position Evaluation Committee (PEC); and

WHEREAS, the PEC was created in 2008 by the Tazewell County Board to conduct job evaluations and recommend changes to the Human Resources Committee; and

WHEREAS, the membership of that Committee has evolved since the passing of that resolution and it is now the desire of the County to update the approved membership to reflect the best internal evaluation committee; and

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve the Position Evaluation Committee structure as follows:

- Circuit Clerk
- County Clerk
- Health Department
- Human Resource Committee Chair
- Human Resource Department representative
- Sheriff
- States Attorney
- Treasurer
- 4 members at large as appointed by the County Board Chairman with two year terms

WHEREAS, the County Board Chairman will appoint the Committee chair.

THEREFORE BE IT RESOLVED that the County Board approve this structure of the Position Evaluation Committee.

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

PASSED THIS 27th DAY OF MARCH, 2019.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve filling vacant positions for two Deputies' in the Sheriff's Department; and

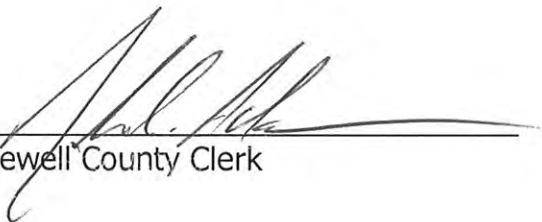
WHEREAS, the Deputy position has a base starting annualized rate of pay of \$45,840.58.

THEREFORE BE IT RESOLVED by the County Board that the Sheriff be authorized to hire two Deputies.

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

PASSED THIS 27th DAY OF MARCH, 2019.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

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:

_____	_____
_____	_____
Sue Sundell	M. Harris
_____	Mindy Og
_____	Nick Deff
_____	Carroll Davis
_____	Monica Connett

RESOLUTION

WHEREAS, the County's Risk Management Committee recommends to the County Board to approve a Cyber Liability Renewal Policy renewal; and

WHEREAS, this policy is in addition to our property insurance and covers the County for a data breach if exposed or stolen by a hacker who has gained access to the electronic network; and

WHEREAS, coverage will provide up to one million dollars with a \$25,000 deductible at an annual cost of \$9,456.

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

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

PASSED THIS 27th DAY OF MARCH, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Travelers Casualty and Surety Company of America
QUOTE OPTION #1

CYBER COVERAGE:

Liability	Limit	Retention
Privacy and Security	\$1,000,000	\$25,000
Payment Card Costs	\$1,000,000	Subject to Privacy and Security Retention
Media	\$1,000,000	\$25,000
Regulatory Proceedings	\$1,000,000	\$25,000
Breach Response	Limit	Retention
Privacy Breach Notification	\$1,000,000	\$25,000
Computer and Legal Experts	\$1,000,000	\$25,000
Betterment	\$100,000	\$50
Cyber Extortion	\$1,000,000	\$25,000
Data Restoration	\$1,000,000	\$25,000
Public Relations	\$1,000,000	\$25,000
Cyber Crime	Limit	Retention
Computer Fraud	\$1,000,000	\$25,000
Funds Transfer Fraud	\$1,000,000	\$25,000
Social Engineering Fraud	\$100,000	\$5,000
Telecom Fraud	\$100,000	\$5,000
Business Loss	Limit	Retention
Business Interruption	Not Covered	
Dependent Business Interruption	Not Covered	
Reputation Harm	\$100,000	\$5,000
System Failure	Not Covered	

Additional First Party Provisions

Accounting Costs Limit: Not Covered

Betterment Coparticipation: 50%

Period Of Restoration: N/A

Period Of Indemnity: 30 days

Wait Period: N/A

Knowledge Date: April 16, 2016

P&P Date: April 16, 2016

Retro Date: April 16, 2016

TOTAL ANNUAL PREMIUM - \$9,456.00
 (Other term options listed below, if available)

LIMIT DETAIL:

Shared Additional Defense Limit of Liability: N/A
 CyberRisk Policy Aggregate Limit: \$1,000,000

EXTENDED REPORTING PERIOD AND RUN-OFF:

Extended Reporting Period for Cyber Coverage:
 Additional Premium Percentage: 75%
 Additional Months: 12

Run-Off Extended Reporting Period for Cyber Coverage:
 Additional Premium Percentage: N/A
 Additional Months: N/A

CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:

Duty to Defend

PREMIUM DETAIL:

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$9,456.00	\$0.00	\$0.00	\$9,456.00	\$9,456.00

POLICY FORMS APPLICABLE TO QUOTE OPTION # 1:

AFE-15001-0119 Declarations
 AFE-16001-0119 General Conditions
 CYB-15001-0119 CyberRisk Declarations
 CYB-16001-0119 CyberRisk Coverage

ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 1:

ACF-7006-0511 Removal of Short-Rate Cancellation Endorsement
 AFE-17004-0119 Illinois Changes Endorsement
 AFE-19029-0119 Cap On Losses From Certified Acts Of Terrorism Endorsement
 AFE-19030-0119 Federal Terrorism Risk Insurance Act Disclosure Endorsement

CONTINGENCIES APPLICABLE TO QUOTE OPTION # 1:

This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.

None

Travelers Casualty and Surety Company of America
QUOTE OPTION #2

CYBER COVERAGE:

Liability	Limit	Retention
Privacy and Security	\$1,000,000	\$25,000
Payment Card Costs	\$1,000,000	Subject to Privacy and Security Retention
Media	\$1,000,000	\$25,000
Regulatory Proceedings	\$1,000,000	\$25,000
Breach Response	Limit	Retention
Privacy Breach Notification	\$1,000,000	\$25,000
Computer and Legal Experts	\$1,000,000	\$25,000
Betterment	\$100,000	\$50
Cyber Extortion	\$1,000,000	\$25,000
Data Restoration	\$1,000,000	\$25,000
Public Relations	\$1,000,000	\$25,000
Cyber Crime	Limit	Retention
Computer Fraud	\$1,000,000	\$25,000
Funds Transfer Fraud	\$1,000,000	\$25,000
Social Engineering Fraud	\$100,000	\$5,000
Telecom Fraud	\$100,000	\$5,000
Business Loss	Limit	Retention
Business Interruption	\$1,000,000	
Dependent Business Interruption	\$100,000	
Dependent Business Interruption - System Failure	\$100,000	
Reputation Harm	\$100,000	\$5,000
System Failure	\$1,000,000	

Additional First Party Provisions

Accounting Costs Limit: \$25,000

Betterment Coparticipation: 50%

Period Of Restoration: 180 days

Period Of Indemnity: 30 days

Wait Period: 8 hours

Knowledge Date: April 16, 2016

P&P Date: April 16, 2016

Retro Date: April 16, 2016

TOTAL ANNUAL PREMIUM - \$10,500.00
(Other term options listed below, if available)

LIMIT DETAIL:

Shared Additional Defense Limit of Liability: N/A
CyberRisk Policy Aggregate Limit: \$1,000,000

EXTENDED REPORTING PERIOD AND RUN-OFF:

Extended Reporting Period for Cyber Coverage:
Additional Premium Percentage: 75%
Additional Months: 12

Run-Off Extended Reporting Period for Cyber Coverage:
Additional Premium Percentage: N/A
Additional Months: N/A

CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:

Duty to Defend

PREMIUM DETAIL:

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$10,500.00	\$0.00	\$0.00	\$10,500.00	\$10,500.00

POLICY FORMS APPLICABLE TO QUOTE OPTION # 2:

AFE-15001-0119 Declarations
AFE-16001-0119 General Conditions
CYB-15001-0119 CyberRisk Declarations
CYB-16001-0119 CyberRisk Coverage

ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 2:

ACF-7006-0511 Removal of Short-Rate Cancellation Endorsement
AFE-17004-0119 Illinois Changes Endorsement
AFE-19029-0119 Cap On Losses From Certified Acts Of Terrorism Endorsement
AFE-19030-0119 Federal Terrorism Risk Insurance Act Disclosure Endorsement
CYB-19102-0119 Dependent Business Interruption - System Failure Endorsement

CONTINGENCIES APPLICABLE TO QUOTE OPTION # 2:

This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.

None

QUOTE NOTES:

NOTICES:

It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.

Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, One Tower Square, Hartford, CT 06183.

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is established by TRIA and is a percentage of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA). Through 2020, that percentage is established by TRIA as follows:

- 85% with respect to such Insured Losses occurring in calendar year 2015.
- 84% with respect to such Insured Losses occurring in calendar year 2016.
- 83% with respect to such Insured Losses occurring in calendar year 2017.
- 82% with respect to such Insured Losses occurring in calendar year 2018.
- 81% with respect to such Insured Losses occurring in calendar year 2019.
- 80% with respect to such Insured Losses occurring in calendar year 2020.

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for the terrorism coverage required by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

Coverage Disclaimer:

THIS QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OR COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

THE PRECEDING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS QUOTE. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE

CONTACT YOUR TRAVELERS REPRESENTATIVE.

Affiliate (non-Subsidiary) Coverage Disclaimer:

Regardless of the submission of information or typical availability of coverage for any entity that is not a Subsidiary of the Named Insured, **such entity is not covered by the Policy unless an endorsement is provided that specifically schedules it.** Under the Wrap+® policy, coverage is generally afforded to the following entities (unless otherwise excluded): (1) the Named Insured and (2) its majority-owned Subsidiaries. A Subsidiary is defined in each coverage part of the Wrap+® policy and the definition can vary between coverage parts. An affiliate is not defined but generally has some ownership and/or management in common with the Named Insured or its Subsidiaries (but itself is not a Subsidiary of either one). Affiliate coverage will not be considered on a blanket basis nor will an individual entity be scheduled without proper underwriting information (please contact your underwriter to discuss specific requirements). For an actual description of coverages, terms and conditions, refer to the Policy. Sample policies can be found on the travelers.com website or contact your underwriter.

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:

_____	_____
<i>Sue Samplell</i>	<i>M. Harris</i>
<i>Kim Goetz</i>	<i>Mindy Day</i>
<i>Donna Smith</i>	<i>Jack Jeff</i>
<i>[Signature]</i>	<i>Carroll Emery</i>

RESOLUTION

WHEREAS, the Executive Committee recommends to the County Board to approve the request of the Treasurer to amend hours of operation; and

WHEREAS, 55 ILCS 5/3 establishes the hours of operation but allows for the County Board to make changes to the opening and closing hours of the office; and

WHEREAS, by Resolution, the Tazewell County Board allows for the Treasurer's Office to adopt the hours of operation of 8:00am to 4:30pm of each working day effective immediately.

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 Human Resources Office of this action.

PASSED THIS 27th OF MARCH, 2019.

ATTEST:

[Signature]

 Tazewell County Clerk

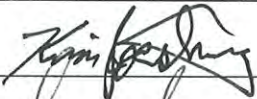
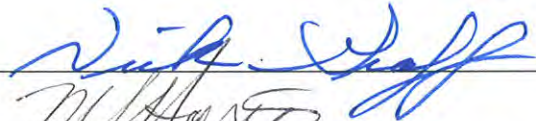
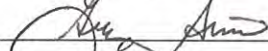
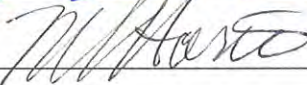



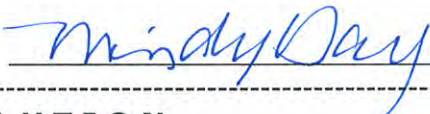
[Signature]

 Tazewell County Board Chairman

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, Tazewell County is a participant in the Illinois Municipal Retirement Fund with IMRF ID Number 3067; and

WHEREAS, elected officials may participate in the Illinois Municipal Retirement Fund if they are in positions normally requiring performance of duty for 1,000 hours or more per year; and

WHEREAS, this governing body can determine what the normal annual hourly requirements of its elected officials are, and should make such determination for the guidance and direction of the Board of Trustees of the Illinois Municipal Retirement Fund.

NOW THEREFORE BE IT RESOLVED that Tazewell County finds the following elected positions qualify for membership in IMRF:

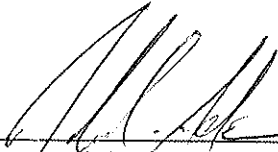
Title of Elected Position	Date position became qualified
Auditor	12-01-1949
Board Chairman	12-01-1949
Circuit Clerk	12-01-1949
Coroner	12-01-1949
County Clerk/Recorder	12-01-1949
Sheriff	12-01-1949
State's Attorney	12-01-1949
Treasurer	12-01-1949

THEREFORE BE IT RESOLVED that the County Board approve the recommendation by the Executive Committee relating to participation by elected officials in the Illinois Municipal Retirement Fund.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, all elected officials, IMRF and Payroll of this action.

PASSED THIS 27th OF MARCH, 2019.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

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:

Kim J. [unclear]

Carroll [unclear]

Joe Spindel

[unclear]

[unclear]

Monica Connett

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Intergovernmental Agreement with Washington, Illinois; and

WHEREAS, this renewal agreement between the City of Washington and Tazewell County is for the provision of services related to providing residential building inspections and plan reviews.

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

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

PASSED THIS 27th DAY OF MARCH, 219.

ATTEST:

[Signature]

Tazewell County Clerk

[Signature]

Tazewell County Board Chairman

Synopsis: The following ordinance would provide for an intergovernmental agreement with Tazewell County to provide for use of its building inspectors to satisfy the City's needs for inspections and plan reviews.

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF WASHINGTON, TAZEWell COUNTY, ILLINOIS, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WASHINGTON AND COUNTY OF TAZEWell TO PROVIDE BUILDING INSPECTIONS AND REVIEWS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWell COUNTY, ILLINOIS, as follows:

Section 1. That the Intergovernmental Agreement between the City of Washington and the County of Tazewell to provide building inspections and reviews, a copy of which is attached hereto as Exhibit A, and by reference expressly made a part hereof, be, and the same is hereby approved.

Section 2. That the Mayor and the City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute said Intergovernmental Agreement on behalf of the City of Washington in substantially the form of the document attached hereto as Exhibit A, and by reference expressly made a part hereof, and to make, execute, and deliver any and all documents necessary for the effectiveness thereof.

Section 3. That this ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Section 4. That all ordinances or parts thereof in conflict herewith are hereby expressly repealed.

PASSED AND APPROVED this 1st day of April, 2019.

AYES: Adams, Brownfield, Brucks, Butler, Cobb, Dingledine, Gee, Moss

NAYS: -0-



Mayor

ATTEST:



City Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WASHINGTON AND TAZEWELL COUNTY
FOR THE PROVISION OF SERVICES RELATED TO PROVIDING BUILDING
INSPECTIONS AND REVIEWS**

This Agreement is effective as of April 1, 2019 (the “**Effective Date**”), by and between the CITY OF WASHINGTON, an Illinois home-rule municipal corporation (the “**City**”), and TAZEWELL COUNTY (“**County**”).

Background

- A. The City requires all new residential and non-residential construction projects meet all appropriate building codes.
- B. The City requires inspections as part of the building process to ensure compliance with all appropriate building codes.
- C. The City desires to inspect all new residential and non-residential construction projects to ensure compliance with all appropriate building codes.
- D. The City desires to hire the County for all services related to inspecting new residential and non-residential construction projects pursuant to the terms of this Agreement, and the County desires to provide such services pursuant to the terms of this Agreement.

Agreement

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. **Background**. The Background paragraphs set forth above are a material part of, and by this reference are expressly incorporated into, this Agreement.
- 2. **Services**. The County shall provide services to the City within twenty-four (24) hours of request of such services by the City. It is anticipated that services requested by the City and performed by the County will include but are not limited to:
 - (a) Inspections of new residential and non-residential construction projects;
 - (b) Review building plans as needed to ensure compliance with all appropriate building codes;
 - (c) Perform inspections of other residential and non-residential buildings as requested by the City.

3. Payment.

(a) Rate. In exchange for the County's performance of its obligations, the City shall pay the County at the rate of Fifty Dollars (\$50) per hour worked in the performance of its obligations under this Agreement.

(b) Other Expenses. Except as otherwise provided in this Agreement or as may hereafter be established by an agreement in writing executed by the parties to this Agreement, all expenses incurred by each party in performing their obligations under this Agreement shall be borne by the party incurring the expense.

(c) Invoices. The County shall send the City from time to time a detailed invoice evidencing all reimbursable expenses and the time spent in performing its obligations under this Agreement. The City agrees to pay the County within thirty (30) days of the invoice date for services properly rendered to the City under this Agreement.

4. Employees of the County. Employees of the County performing services under this Agreement shall be and shall remain employees of the County. The County shall be responsible for the withholding of all taxes and similar items on behalf of its employees and the remitting of payments and returns to governmental agencies. The employees of the County performing services under this Agreement shall at no time, for any purpose, be deemed to be an employee of the City and shall not be entitled or eligible to participate in benefits or privileges provided or extended by the City to the City's employees, except as otherwise required by law.

5. Confidentiality. In order to permit the County to perform its obligations under the terms of this Agreement, the City will permit the County to have reasonable access to the City's premises, data, information, records, computers, and other materials necessary to the performance of this Agreement. The County agrees that it will keep confidential and never divulge any of the following information (collectively, the "**Confidential Information**"): (i) knowledge or information not in the public domain which is furnished to it by the City; (ii) knowledge or information of which the County becomes aware as a result of access to the City's premises, data, information, records, computers, and other materials; and (iii) knowledge or information that the County otherwise obtains in the course of performing services under this Agreement. Immediately upon written request of the City or expiration or termination of this Agreement, the County shall return to the City all tangible Confidential Information and all property belonging to the City.

6. Representations and Warranties of the County. The County has full power, and authority to enter into, deliver, and perform this Agreement and to perform the services contemplated herein. The County has duly executed and delivered this Agreement, and this Agreement constitutes the County's valid and binding obligation, enforceable against the County in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditors' rights generally now or hereafter in effect, and subject to the availability of equitable remedies. The execution, delivery, and performance of this Agreement by the County and the consummation of the transactions contemplated herein, do not and will not (i) require the consent, approval, authorization, order, filing, registration, or qualification of or with any court, governmental authority, or third person, except that which already has been obtained, (ii) conflict with or result in any violation of or default under any provision of any mortgage, indenture, lease, agreement or other instrument, permit, concession, grant, franchise, or license to which the County is a party or (iii) violate any law, ordinance, rule, regulation, judgment, order, or decree applicable to the County.

7. Term.

(a) Initial Term. Unless earlier terminated as otherwise provided in this Agreement, the Term of this Agreement shall be in effect for one (1) year from the Effective Date, and may be renewed by the parties by mutual agreement prior to or at the conclusion of the term hereof.

(b) Termination for Cause. In the event either the City or the County should fail to perform any covenant or obligation as provided herein, the other party shall provide to the defaulting party five (5) days written notice of the default, specifying therein the specific failure to perform. If the default is not cured or corrected within five (5) days of the date of delivery of the notice above provided, the non-defaulting party may terminate this Agreement by serving a Notice of Termination on the other party. From and after delivery of such Notice of Termination, this Agreement, and all future obligations hereunder, except as set forth in Sections 5 and 8(h), shall terminate and be of no further force and effect.

(c) Termination Without Cause. Either party may terminate this Agreement without cause by serving the other party with forty-five (45) days prior written notice of termination. From and after the effective date of such termination, this Agreement, and all future obligations hereunder, except as set forth in Sections 5 and 8(h), shall terminate and be of no further force and effect.

8. Miscellaneous.

(a) Assignment. This Agreement is binding on the parties hereto and shall not be assignable or transferrable by any party hereto without the consent of the other. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

(b) Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

(c) Amendment and Waiver. This Agreement may be amended or modified at any time and in all respects, or any provision may be waived, by an instrument in writing executed by all parties hereto.

(d) Counterpart Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) Integrated Agreement. This Agreement constitutes the entire agreement between the parties, and there are no agreements, understandings, restrictions, warranties or representations between the parties relating to the subject matter hereof other than those set forth herein or herein provided for, and/or attached.

(f) Notice. The notices hereinabove provided shall be deemed to be delivered when deposited in the United States mail, by certified mail, return receipt requested, postage

prepaid, addressed to the party at the respective addresses set forth below, or at such other addresses as the parties may from time to time designate in writing:

County: Tazewell County
c/o Kristal Bachman
McKenzie Building
11 S. 4th St., Ste. 400
Pekin, IL 61554

City: City of Washington
c/o Jon Oliphant
301 Walnut Street
Washington, IL 61571

(g) Attorneys' Fees. In the event any action or legal proceeding is commenced to enforce any provision in connection with this Agreement, the prevailing party shall be entitled to recover as part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and court costs as may be fixed by the court.

(h) Indemnification of City. The County shall save and hold the City free, harmless, and indemnified from and against any and all liability, damages, claims, causes of action and responsibility whatsoever arising out of or in any way connected with: (i) performance of the services provided by the County under this Agreement; or (ii) any breach by the County of any of the terms of this Agreement.

(i) Separability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of the Agreement which are valid.

(j) Construction of Agreement. Each party was or had the opportunity to be represented by legal counsel during the negotiation resulting in this Agreement and have their legal counsel review this Agreement. The parties agree that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

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

CITY OF WASHINGTON

By Gary W. Manier
Gary W. Manier
Mayor

TAZEWELL COUNTY

David Zimmerman
David Zimmerman
Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Jeff Roth of 20360 Roth Road, Morton, IL 61550 to the Morton Area Farmers Fire Protection District for a term commencing May 05, 2019 and expiring May 01, 2022.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Jeff Roth to the Morton Area Farmers Fire Protection District and we recommend said reappointment be approved.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Jeff Roth to the Morton Area Farmers Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney Patrick McGrath of this action.

PASSED THIS 27th DAY OF MARCH, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Brandon Hovey of 633 Taylor Street, Morton, IL to the Tri-County Regional Planning Commission Board for a term commencing March 01, 2019 and expiring November 30, 2019.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Brandon Hovey to the Tri-County Regional Planning Commission and we recommend said appointment be approved.

Sue Sundell

Kim Forester

Shirley

J.L.A.

M. Marcus

Mindy Day

[Signature]

Carol

Monica Connett

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Brandon Hovey to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRPC, 456 Fulton, Suite 401, Peoria, IL 61602.

PASSED THIS 27th DAY OF MARCH, 2019.

ATTEST:

[Signature]
Tazewell County Clerk

[Signature]
Tazewell County Board Chairman

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Greg Longfellow of 26600 Schuck Road, Washington, IL to the Peoria/Pekin Urbanized Area Transportation Study (PPUATS) for a term commencing March 01, 2019 and expiring November 30, 2020.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Greg Longfellow to PPUATS and we recommend said appointment be approved.

Sue Sandell

Greg Longfellow

Mike Smith

David Zimmerman

Jim Harris

Mindy Day

John Hoff

Carroll Smig

Monica Connell

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Greg Longfellow to PPUATS.

The County Clerk shall notify the County Board Office and the County Board Office will notify PPUATS, 456 Fulton Street, Suite 401, Peoria, IL 61602 of this action.

PASSED THIS 27th DAY OF MARCH, 2019.

ATTEST:

[Signature]
Tazewell County Clerk

[Signature]
Tazewell County Board Chairman

APPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Greg Menold of 932 E. Dunne Street, Morton, IL to the Peoria/Pekin Urbanized Area Transportation Study (PPUATS) for a term commencing March 01, 2019 and expiring November 30, 2020.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the appointment of Greg Menold to PPUATS and we recommend said appointment be approved.

_____	_____
<i>Sue Sandell</i>	<i>M. Anus</i>
_____	_____
<i>Kim Gresham</i>	<i>Michelle Day</i>
_____	_____
<i>Jim Sand</i>	<i>Dick Wolf</i>
_____	_____
<i>[Signature]</i>	<i>Carroll Long</i>
_____	_____
	<i>Monica Connett</i>

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the appointment of Greg Menold to PPUATS.

The County Clerk shall notify the County Board Office and the County Board Office will notify PPUATS, 456 Fulton Street, Suite 401, Peoria, IL 61602 of this action.

PASSED THIS 27th DAY OF MARCH, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Dawn Cook, Director of the Tazewell County Emergency Management Agency to the Emergency Telephone Systems Board for a term commencing December 01, 2018 and expiring November 30, 2020.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Dawn Cook to the Emergency Telephone Systems Board and we recommend said reappointment be approved.

Sue Sewell

Kris Johnson

John Smith

D. J. [Signature]

M. [Signature]

Mindy [Signature]

[Signature]

Carroll [Signature]

Monica [Signature]

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Dawn Cook to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the E.T.S.B. Chairman, Craig Hilliard, of this action.

PASSED THIS 27th DAY OF MARCH, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Steve Hullcraz of 303 Devonshire, Washington, IL 61571 to the Emergency Telephone Systems Board for a term commencing December 1, 2018 and expiring November 30, 2020.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Steve Hullcraz to the Emergency Telephone Systems Board and we recommend said reappointment be approved.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Steve Hullcraz to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the E.T.S.B. Chairman, Craig Hilliard, of this action.

PASSED THIS 27th DAY OF MARCH, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Craig Hilliard of 375 W. Birchwood Street, Morton, IL 61550 to the Emergency Telephone Systems Board for a term commencing December 01, 2018 and expiring November 30, 2019.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Craig Hilliard to the Emergency Telephone Systems Board and we recommend said reappointment be approved.

_____	_____
<i>See Sundell</i>	<i>W. Hillard</i>
<i>Tom Festinger</i>	<i>Meidy Day</i>
<i>Eric King</i>	<i>Duke Hoff</i>
<i>[Signature]</i>	<i>Carroll Long</i>
_____	<i>Monica Connell</i>

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Craig Hilliard to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the E.T.S.B. Chairman of this action.

PASSED THIS 27th DAY OF MARCH, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Kurt Nelson, Fire Chief of the Pekin Fire Department to the Emergency Telephone Systems Board for a term commencing December 01, 2018 and expiring November 30, 2022.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Kurt Nelson to the Emergency Telephone Systems Board and we recommend said reappointment be approved.

_____	_____ <i>M. Harris</i>
_____ <i>Sue Sandell</i>	_____ <i>Mindy Day</i>
_____ <i>Kim [unclear]</i>	_____ <i>[unclear]</i>
_____ <i>[unclear]</i>	_____ <i>Carol [unclear]</i>
_____ <i>[unclear]</i>	_____ <i>Monica Connett</i>

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Kurt Nelson to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the E.T.S.B. Chairman of this action.

PASSED THIS 27th DAY OF MARCH, 2019.

ATTEST:

_____ *[Signature]*
Tazewell County Clerk

_____ *[Signature]*
Tazewell County Board Chairman

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Joseph Kelley of 300 W. Courtland, Morton, IL 61550 to the Emergency Telephone Systems Board for a term commencing December 01, 2018 and expiring November 30, 2022.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Joseph Kelley to the Emergency Telephone Systems Board and we recommend said reappointment be approved.

_____	_____ <i>W. H. ...</i>
_____ <i>Sue ...</i>	_____ <i>Mindy Day</i>
_____ <i>Kim ...</i>	_____ <i>Debra ...</i>
_____ <i>Sue ...</i>	_____ <i>Carroll ...</i>
_____ <i>[Signature]</i>	_____ <i>Monica ...</i>

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Joseph Kelley to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the E.T.S.B. Chairman of this action.

PASSED THIS 27th DAY OF MARCH, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman