

COUNTY OF TAZEWELL, ILLINOIS

COUNTY BOARD PROCEEDINGS

FEBRUARY 25, 2009



DAVID ZIMMERMAN, COUNTY BOARD CHAIRMAN

CHRISTIE A. WEBB, COUNTY CLERK

Index
February 25, 2009

Bills 169–222

Calendar 223–224

Executive

- 20. Approve the Peoria Area Convention and Visitors Bureau as the sole not-for-profit Visitors and convention bureau for Tazewell County..... 23
- 21. Approve the appointment of Brett Grimm to the County Board to fill the District 2 Vacancy. 1
- 23. Approve County Delinquent Tax Agent Resolutions. 24

Finance

- 11. Approve agreement between Tazewell County and the Economic Development Council for Central Illinois (correct numbers in resolution)..... 51
- 12. Approve transfer request for County Administration in the amount of \$2,800.00. 52

Health Services

- 10. Approve Intergovernmental Agreement with the Village of Green Valley for Animal Control Services in 2009 in the amount of \$803.00. 47–50

Human Resources

- 13. Approve five (5) year collective bargaining agreement between Illinois FOP Labor Council and the Chief Judge for the 10th Judicial Circuit–Taz. Co. Probation..... 53–95
- 14. Approve a replacement hire for a Juvenile Probation Officer in Court Services at a Grade 6 with a starting hourly rate of \$16.037. 9

Land Use

- 1. Approve Amendment to Flood Plain Development Ordinance..... 26–43
- 2. Approve resolution to increase the Administrative Review Fee. 44
- 3. Approve Amendment to Title 8, Chapter 3 of the Tazewell County Erosion, Sediment and Storm Water Control Ordinance..... 2
- 4. Approve Amendment to Title 8, Chapter 2 of the Taz. Co. Subdivision Code. 3–4
- 5. Approve Amendment to Title 8, Chapter 1 of the Tazewell County Inoperable Motor Vehicle Ordinance..... 5–6

6. Approve Amendment to Title 7, Chapter 3 of the Tazewell County Wind Farm Ordinance.....	45
--	----

Property

15. Award contract to Jost/Becker/Jost for architectural services per the terms of the Attached agreement for the 1 st floor of the Tazewell Building at a not to exceed Cost of \$23,500.00 with an estimate of reimbursable at a cost of \$600.00.	96-108
16. Award contract to Jost/Becker/Jost for architectural services per the terms of the attached agreement for the roof of the Tazewell Building at a not to exceed cost of \$3,750.00 with an estimate of reimbursable at a cost of \$200.00.	10-22

Risk Management

17. Authorize the County’s Workers’ Compensation Insurance contract effective February 28, 2009 with Safety National as its Excess Worker Compensation Insurance carrier with a \$500,000 specific stop loss at a cost of \$26,976.00 and Renew contract with Gallagher Bassett for Workers’ Compensation Third Party Administrator to sign and execute the contract.	109-123
18. Authorize the County’s Property, Automobile, Liability, et al. Insurance contract Effective February 28, 2009 with St. Paul Travelers as its Property, Automobile, Liability, et al. Insurance carrier at a cost of \$185,988.00 and renew contract with Cannon Cochran Management Services, Inc. (CCMSI) for Third Party Administration Services at a minimum cost of \$14,500.00 and authorize the Board Chairman or the County Administrator to sign and execute the contract.	124-160
19. Renew agreement with Wells Fargo Insurance Service, Inc. as the County’s Workers’ Compensation and the County’s Property, Automobile, Liability, et al. Insurance Agent of Record at a cost of \$18,000.00 and authorize the Board Chairman or the County Administrator to sign and execute the contract.	161-168

Transportation

7. Approve the low bid from Central Illinois Trucks, Inc. for a new Kenworth T800 Tandem axle truck with equipment to be paid from County Highway Tax Funds, New Equipment Line Item in the amount of \$141,850.00.	46
8. Approve private road off of the east side of Hillcrest Drive in the Northeast Quarter of Section 22, Township 26 North, Range 3 West, Third Party Principal Meridian for purposes of addressing and public safety to be named CAYMAN LANE.	7
9. Accept low bid from R.A. Cullinan & Son, Inc. for Spring Lake Road District, Section 09-17000-00-GM (2,000 TON CA-6 Gravel or Crushed Stone) in the amount of \$18,500.00.....	8

PROCEEDINGS OF THE TAZEWELL COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS WERE
HELD IN THE JUSTICE CENTER COMMUNITY ROOM IN THE CITY OF PEKIN ON
WEDNESDAY, FEBRUARY 25, 2009.

BOARD MEMBERS WERE CALLED TO ORDER AT 6:00 P.M. BY CHAIRMAN DAVID
ZIMMERMAN PRESIDING WITH THE FOLLOWING MEMBERS PRESENT: ANTONINI, BERARDI,
CARIUS, CONNETT, CRAWFORD(ENTERED AT 6:05PM), GODAR, GRIMM, HARRIS,
HOBSON, IMIG, KLOPFENSTEIN, NEUHAUSER, PALMER, SINN, STANFORD, SUNDELL,
VANDERHEYDT AND VONBOECKMAN. ABSENT: DONAHUE AND HILLEGONDS.

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

MOTION BY MEMBER CARIUS, SECOND BY MEMBER HOBSON TO APPROVE THE
APPOINTMENT OF BRETT GRIMM TO THE TAZEWELL COUNTY BOARD. CARRIED BY VOICE
VOTE. (RESOLUTION ON THE FOLLOWING PAGE)

MOTION BY MEMBER PALMER, SECOND BY MEMBER SUNDELL TO APPROVE
DECEMBER 22, 2008 AND JANUARY 28, 2009. CARRIED BY VOICE VOTE.

IN-PLACE TRANSPORTATION COMMITTEE IN @ 6:04PM

IN-PLACE FINANCE IN @ 6:08PM

IN-PLACE HUMAN RESOURCES IN @ 6:10PM

IN-PLACE RISK MANAGEMENT IN @ 6:32PM

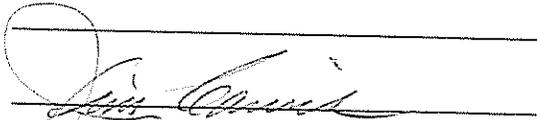
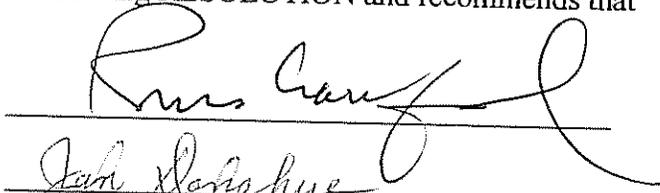
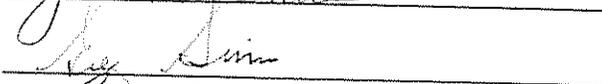
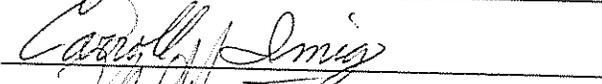
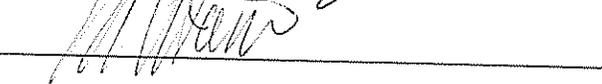
BOARD RECONVEINED @ 7:08PM

MOTION BY MEMBER CRAWFORD, SECOND BY MEMBER NEUHAUSER TO APPROVE
CONSENT AGENDA #1-23. PULLING #'S: 1,2,6,7,10,11,12,13,15 AND 17.
CARRIED BY VOICE VOTE.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the Executive Committee recommends to the County Board to approve the formal Appointment of Brett Grimm to the Tazewell County Board; and

WHEREAS, Brett Grimm will serve out the remainder of David Zimmerman's unexpired term.

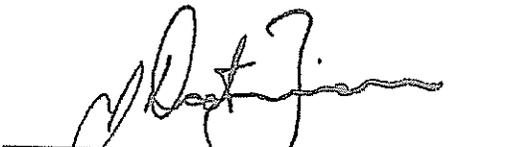
THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

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

PASSED THIS 25TH DAY OF FEBRUARY, 2009.

ATTEST:


Tazewell County Clerk

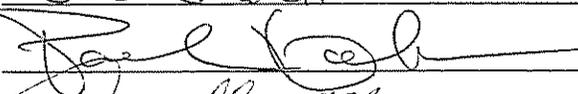
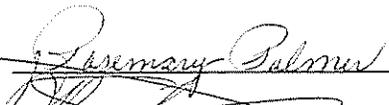

Tazewell County Board Chairman

21

LU-09-03
COMMITTEE REPORT

Mr. 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:

 <hr/> Sue Swadell <hr/>  <hr/>  <hr/>	 <hr/>  <hr/>
---	---

RESOLUTION

WHEREAS, the County's Land Use Committee has reviewed and recommends approval of the proposed amendment to Title 8, Chapter 3 the Tazewell County Erosion, Sediment and Storm Water Control Ordinance which reads as follows:

SECTION 1.

(Remove the verbiage as stricken and add the verbiage as bolded and italicized)

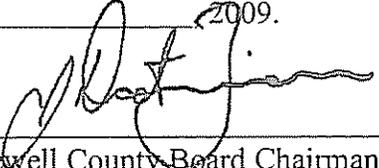
8 TCC3-1. DEFINITIONS

"Department": The ~~Tazewell County Planning and Zoning Department~~ ***Tazewell County Community Development Department***

NOW THEREFORE BE IT RESOLVED, that the County Board approves the proposed amendment to Title 8, Chapter 3, Tazewell County Erosion Sediment and Stormwater Control Ordinance to be in full force and effective on March 1, 2009.

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

PASSED THIS 25 day of February, 2009.



 Tazewell County Board Chairman

ATTEST:



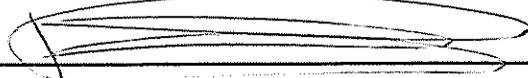
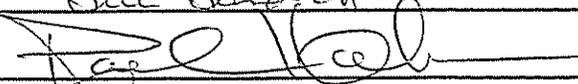
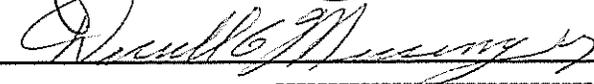
 Tazewell County Clerk

3 

LU-09-04
COMMITTEE REPORT

Mr. 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:

	
Sue Smedley	
	Joyce Antonucci
	

R E S O L U T I O N

WHEREAS, the County's Land Use Committee has reviewed and recommends approval of the proposed amendment to Title 8, Chapter 2 the Tazewell County Subdivision Code which reads as follows:

SECTION 1.

(Remove verbiage as stricken and replace with verbiage as bolded and italicized)

8TCC 2-2. PURPOSE

- (h) Avoiding hazards to persons and damage to property resulting from flooding per ~~Title 7, Chapter 6,~~ ***Title 8, Chapter 4,*** Regulating Development in Floodplain Areas

SECTION 2.

8TCC 2-7. IMPLEMENTATION AND ENFORCEMENT

- Subsection (f) Remove Zoning Enforcement Officer and replace with ***Community Development Administrator***

SECTION 3.

(Remove verbiage as stricken and replace with verbiage as bolded and italicized)

8TCC 2-11 DEFINITIONS

COMPREHENSIVE PLAN – means the complete plan or any of its parts for the development of the County as prepared by ~~the Tazewell County Planning and Zoning Department~~ ***Tazewell County Community Development Department.***

4

~~ZONING ADMINISTRATOR~~ **COMMUNITY DEVELOPMENT ADMINISTRATOR** – means the appointed head of the ~~Tazewell County Zoning Department~~ **Tazewell County Community Development Department**.

SECTION 4.

8TCC 2-12. GENERAL REVIEW PROCEDURE, 8TCC 2-13. PLAT REVIEW COMMITTEE, 8TCC 2-15. STEP TWO –PRELIMINARY PLAT (a)(2), (b), (e), (f),

Remove all areas stating Planning and Zoning Department and replace with **Community Development Department**

SECTION 5.

APPENDIX A. PRELIMINARY PLAT SPECIFICATIONS

A-1. GENERAL REQUIREMENTS

Under Subsection (u) Remove Planning and Zoning Department and replace with **Community Development Department**

SECTION 6.

APPENDIX D. SECURITY REQUIREMENTS

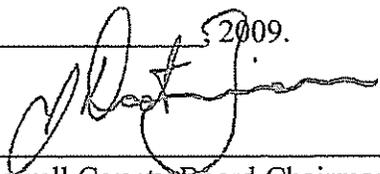
D-3. RELEASE OF SECURITY

Remove Tazewell County Planning and Zoning Department and replace with **Tazewell County Community Development Department**

NOW THEREFORE BE IT RESOLVED, that the County Board approves the proposed amendment to Title 8, Chapter 2, Tazewell County Subdivision Code to be in full force and effective on March 1, 2009.

BE IT FURTHER RESOLVED, that the County Clerk shall notify the Tazewell County Community Development Administrator of this action.

PASSED THIS 25th day of February 2009.



Tazewell County Board Chairman

ATTEST:



Tazewell County Clerk

LU-09-05
COMMITTEE REPORT

Mr. 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:

	
Sue Sundell	
	Joyce Blonstein
	

R E S O L U T I O N

WHEREAS, the County's Land Use Committee has reviewed and recommends approval of the proposed amendment to Title 8, Chapter 1 of the Tazewell County Inoperable Motor Vehicle Ordinance to read as follows:

SECTION 1.

(Remove the verbiage as stricken and add the verbiage as bolded and italicized)

8 TCC 1-3. Notice to Abate Nuisance

- (c) Whenever any person is served with a notice by a zoning inspector pursuant to 8 TCC 1-3(a), such person may appeal such determination to the ~~Zoning~~ ***Community Development*** Administrator. Such appeal must be made in writing and received by the ~~Zoning~~ ***Community Development*** Administrator within five days of receipt of the inspector's notice. Upon receipt of an appeal, the Administrator shall either affirm or reverse the inspector's determination. Such appeal shall not automatically toll the running of the 7 day period. The administrator's determination is appealable pursuant to 7 TCC 1-19-1 et seq.
- (d) Whenever any zoning inspector determines that such inoperable motor vehicles remains for 7 days after receipt of notice as provided in 8 TCC 1-3(a), the ~~Zoning~~ ***Community Development*** Administrator or the ~~Zoning~~ Field Inspector may serve the owner or person in control of the property by any means as authorized by 55 ILCS 5/5 41020.

SECTION 2.

8 TCC 1-7. Summary Abatement by County when Emergency Exists or when Inoperable Vehicle is on Public Property.

Notwithstanding any other provision of this Chapter, whenever any nuisance



- (a) constitutes or is deemed to be an eminent or immediate danger to the public health or safety by any health inspector, law enforcement officer of the Tazewell County Sheriff's Department, or Tazewell County ~~Zoning~~ **Community Development** Administrator; or

NOW THEREFORE BE IT RESOLVED, that the County Board approves the proposed amendment to Title 8, Chapter 1, Tazewell County Inoperable Motor Vehicle Ordinance to be in full force and effective on March 1, 2009.

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

PASSED THIS 25th day of February, 2009.



Tazewell County Board Chairman

ATTEST:

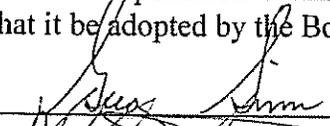
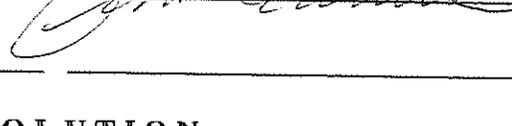


Tazewell County Clerk

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

RESOLUTION

WHEREAS, the adoption or re-adoption of names of highways within the County must be submitted to the County's Transportation Committee for recommendation to the County Board; and

WHEREAS, a request has been received for the adoption of a road name from Mr. Glen Harkins, a rural resident of Washington Township in Tazewell County, Illinois; and

WHEREAS, said adoption of road name is requested for a private road off of the east side of Hillcrest Drive in the Northeast Quarter of Section 22, Township 26 North, Range 3 West, Third Principal Meridian for purposes of addressing and public safety; and

WHEREAS, said private road is requested to be named CAYMAN LANE; and

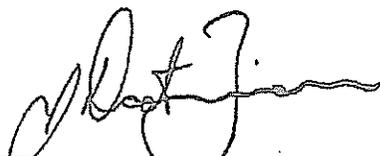
WHEREAS, motion was made and passed upon vote to recommend this name to the County Board for adoption;

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

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee, County Engineer, Chairman of the Emergency Telephone System Board, Washington Highway Commissioner, Mr. Hulcranz, and the Post Master of this action.

ADOPTED this 25th day of February, 2009.

ATTEST:



 TAZEWELL COUNTY BOARD CHAIRMAN

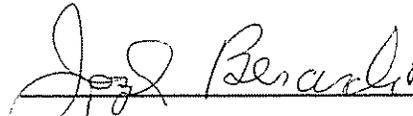


 TAZEWELL COUNTY CLERK

8

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:

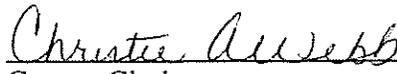
Spring Lake Road District, Section 09-17000-00-GM (2,000 TON CA-6 Gravel or Crushed Stone): To R.A. Cullinan & Son, Inc., in the amount of \$18,500.00 (\$9.25/TON), to be paid from Township Motor Fuel Tax Funds, Road Improvement Line Item 204-311-544-110.

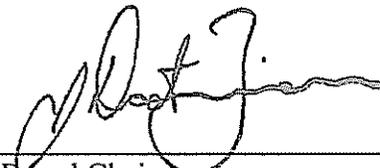
THEREFORE BE IT RESOLVED that the County Board award the contract as recommended by the Transportation Committee.

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 25TH DAY OF FEBRUARY, 2009

ATTEST:

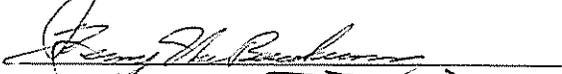
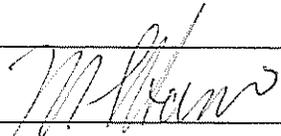

County Clerk


County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

	_____
	_____
	_____
	_____
_____	
_____	_____

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve a replacement hire for a Juvenile Probation Officer in Court Services; and

WHEREAS, the Juvenile Probation Officer Position has a starting hourly rate of \$16.037.

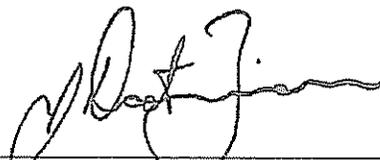
THEREFORE BE IT RESOLVED by the County Board that Court Services be authorized to hire a Juvenile Probation Officer.

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

PASSED THIS 25TH DAY OF FEBRUARY, 2009.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

14

Resolution #16

COMMITTEE REPORT

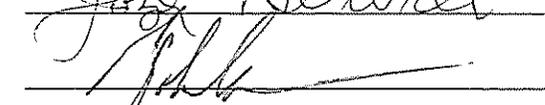
Mr. Chairman and Members of the Tazewell County Board:

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 the contract to Jost/Becker/Jost Architects for architectural services; and

WHEREAS, Jost/Becker/Jost Architects agrees to carry out the services per the terms in the contract attached for the roof of the Tazewell Building; and

WHEREAS, the quote from Jost/Becker/Jost Architects for architectural services is at a not to exceed fee of \$3,750 with an estimate of reimbursables at a cost of \$200.

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

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

PASSED THIS 25TH DAY OF FEBRUARY, 2009.

ATTEST:



 Tazewell County Clerk



 Tazewell County Board Chairman

116



AIA Document B151

Abbreviated Form of Agreement Between Owner and Architect

for Construction Projects of Limited Scope

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

AGREEMENT

made as of the 24th day of DECEMBER in the year of
~~Nineteen Hundred and~~ TWO THOUSAND EIGHT

BETWEEN the Owner: TAZEWELL COUNTY
(Name and address)

and the Architect: JUST/BECKER/JUST-ARCHITECTS
(Name and address) 349 SOUTH FOURTH STREET
PEKIN, ILLINOIS 61554

For the following Project:
(Include detailed description of Project, location, address and scope.)

SEE "PROJECT DESCRIPTION" ATTACHMENT.

The Owner and Architect agree as set forth below.

Copyright 1974, 1978, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006.
Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1. The Architect's Basic Services consist of those described under the three phases identified below, any other services identified in Article 12, and include normal structural, mechanical and electrical engineering services.

2.2 DESIGN PHASE

2.2.1 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.2 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Design Documents consisting of drawings and other documents appropriate for the Project, and shall submit to the Owner a preliminary estimate of Construction Cost.

2.3 CONSTRUCTION DOCUMENTS PHASE

2.3.1 Based on the approved Design Documents, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project and shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost.

2.3.2 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.3.3 Unless provided in Article 12, the Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

ADDITIONAL SERVICES: (SEE ARTICLE 3) 2.4 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.4.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work, unless extended under the terms of Subparagraph 10.2.3.

2.4.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

2.4.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.

2.4.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction.

2.4.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)*

2.4.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.4.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.4.8 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.4.9 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.4.5 and on the

data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.4.10 The Architect shall have authority to reject Work which does not conform to the Contract Documents and will have authority to require additional inspection or testing of the Work whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents.

2.4.11 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.4.12 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if authorized or confirmed in writing by the Owner as provided in Paragraphs 3.1 and 3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.4.13 The Architect shall conduct inspections to determine the dates of Substantial Completion and final completion and shall issue a final Certificate for Payment.

2.4.14 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

ARTICLE 3

ADDITIONAL SERVICES

3.1 Additional Services shall be provided if authorized or confirmed in writing by the Owner or if included in Article 12, and

they shall be paid for by the Owner as provided in this Agreement. Such Additional Services shall include, in addition to those described in Paragraphs 3.2 and 3.3, budget analysis, financial feasibility studies, planning surveys, environmental studies, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed Construction Cost estimates, quantity surveys, interior design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, and any other services not otherwise included in this Agreement under Basic Services or not customarily furnished in accordance with generally accepted architectural practice.

3.2 If more extensive representation at the site than is described in Subparagraph 2.4.5 is required, such additional project representation shall be provided and paid for as set forth in Articles 11 and 12.

3.3 As an Additional Service in connection with Change Orders and Construction Change Directives, the Architect shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposals, and provide any other services made necessary by such Change Orders and Construction Change Directives.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information, including a program which shall set forth the Owner's objectives, schedule, constraints, budget with reasonable contingencies, and criteria.

4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site and the services of geotechnical engineers or other consultants when such services are requested by the Architect.

4.3 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.4 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by the Owner.

4.5 The foregoing services, information, surveys and reports shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.6 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.7 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution.

ARTICLE 5
CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 It is recognized that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless a fixed limit has been agreed upon in writing and signed by the parties hereto. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 Any Project budget or fixed limit of Construction Cost may be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.4 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6
**USE OF ARCHITECT'S DRAWINGS,
SPECIFICATIONS AND OTHER DOCUMENTS**

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project, and the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

REFER TO ARTICLE 12.1 "MEDIATION"

ARTICLE 7
ARBITRATION

7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.2 In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

7.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 8
TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party

fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Con-

ditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 10

PAYMENTS TO THE ARCHITECT

~~10.1 DIRECT PERSONNEL EXPENSE~~

~~10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.~~

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses include expenses incurred by the Architect in the interest of the Project for:

- ~~1 expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;~~
- ~~2 long-distance communications;~~
- 3** fees paid for securing approval of authorities having jurisdiction over the Project;
- 4** reproductions;
- 5** postage and handling of Drawings and Specifications;
- ~~6 expense of overtime work requiring higher than regular rates, if authorized by the Owner;~~
- ~~7 renderings and models requested by the Owner;~~
- 8** expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants; and
- 9** expense of computer-aided design and drafting equipment time when used in connection with the Project.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

~~10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.~~

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

~~10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set~~

~~forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.~~

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of sums withheld from payments to contractors.

**ARTICLE 11
BASIS OF COMPENSATION**

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT OF Dollars (\$ **0.00**)
shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

SEE "BASIS OF COMPENSATION" ATTACHMENT

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(Insert additional phases as appropriate.)

NOT APPLICABLE

Design Phase:	percent (%)
Construction Documents Phase:	percent (%)
Construction Phase:	percent (%)
Total Basic Compensation:	one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

SEE "BASIC COMPENSATION" ATTACHMENT

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT provided under Article 3 or identified in Article 12, compensation shall be computed as follows:

(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

SEE "BASIC COMPENSATION" ATTACHMENT

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Article 3 or identified in Article 12 as part of Additional Services, a multiple of **one and one tenth** (**1.1**) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of **one and one half** (**1.5**) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within **twelve** (**12**) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable **30** days from the date of the Architect's invoice. Amounts unpaid **60** days after invoice date shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert any rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

ARTICLE 12
OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

12.1 MEDIATION

12.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

12.1.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

12.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

12.2 LIMITATION OF LIABILITY

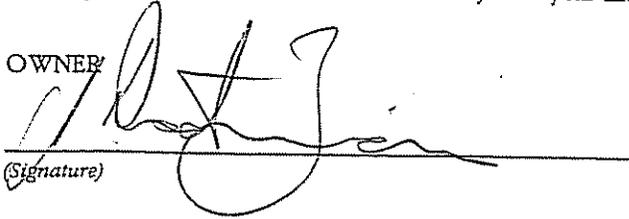
12.2.1 To the maximum extent permitted by law, the Client agrees to limit the Design Professional's liability for the Client's damages to the sum of \$50,000.00 or the Design Professional's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

12.3 HAZARDOUS MATERIALS

12.3.1 It is acknowledged by both parties that the Design Professional's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Design Professional or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the Design Professional's services, the Design Professional may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations.

This Agreement entered into as of the day and year first written above.

OWNER


(Signature)

(Printed name and title)

ARCHITECT


(Signature)


(Printed name and title)

ATTACHMENT TO ABBREVIATED FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT DATED DECEMBER 24, 2008.

PROJECT DESCRIPTION:

PROJECT NO. 1 - Second Floor Remodeling at the McKenzie Building, 11 South Fourth Street, Pekin, Illinois. Work to include removal of existing interior partition in West side office area, and construction of new interior partition to create new office in North West corner of the Second Floor. Work to include all electrical work required by demolition of existing partition and installation of light switching and power and data outlets in new partition.

PROJECT NO. 2 - First Floor Remodeling at the Tazewell Building, 414 Court Street, Pekin, Illinois. Building consists of a one story East wing, two story center core, and one story West wing. Description of work for each area is as follows:

East Wing:

- a. Opening closed opening between this wing and center core.

Center Core:

- a. Remove existing counters and install new counters to reduce size of Reception area. Install new flooring. Install electrical and data outlets.
- b. Install new interior partition in front of existing vaults. Partition to contain electrical and data outlets.
- c. Construct new interior partitions to create a Truancy Office at the South wall of the existing stair enclosure. All required lighting, electrical and data outlets to be installed.
- d. Construct new interior partition to create Testing Rooms along East wall of core. All required lighting, electrical and data outlets to be installed.
- e. Investigate to determine if toilet located in South East corner can be remodeled for a handicapped accessible Men's toilet.
- f. Fur out West wall of core and install new electrical and data outlets.

- g. **Construct Entrance Vestibule to allow separate entrance into office located in North West corner of core and office located at North wall of West wing. Work includes modifications to lighting and switching.**
- h. **All existing carpeting to be removed and new carpeting installed.**
- i. **All existing suspended ceiling grid to receive new lay-in tile panels.**
- j. **Existing roof mounted HVAC unit to be removed and replaced.**

West Wing:

- a. **Remodel existing toilet for a handicapped accessible Women's toilet.**
- b. **Open room at South end of wing shall be sub-divided with new interior partitions to create three equal office spaces. Areas to receive new suspended acoustical tile ceiling system. Work to include removal of existing HVAC unit at North end of this area, and new lighting, switching and electrical and data outlets.**
- c. **Wing to receive new flooring.**
- d. **Existing suspended ceiling grid to receive new lay-in tile panels.**

PROJECT NO. 3 - Reroofing Work at the Tazewell Building, 414 Court Street, Pekin, Illinois.

- a. **Work to include the installation of insulation board over existing smooth surfaced built-up roof and a single ply sheet roofing over the new insulation.**
- b. **Work to include all required removal of existing roof mounted equipment to allow roofing work and the reinstallation of this equipment, along with new curbs where required.**

ARTICLE 11 - BASIS OF COMPENSATION

A. Method of Compensation:

1. Basic Services:

Compensation for the Design Phase Construction Documents Phase shall be based on hourly rates and multipliers, with a not-to-exceed fee.

Architect's fee based on the following hourly rates:

Principal (Darrell D. Becker).....\$110.00/Hour
Secretary.....\$45.00/Hour

Services of Consultants to the Architect (Engineering Services for Mechanical and Electrical Work) shall be billed at a multiple of one and one tenth (1.1) times the amount billed the Architect.

PROPOSED NOT-TO-EXCEED FEES:

PROJECT NO. 1 - Second Floor Remodeling at the McKenzie Building,
11 South Fourth Street, Pekin, Illinois.

NOT-TO-EXCEED FEE.....\$4,800.00

PROJECT NO. 2 - First Floor Remodeling at the Tazewell Building,
414 Court Street, Pekin, Illinois.

NOT-TO-EXCEED FEE.....\$23,500.00 ✓

PROJECT NO. 3 - Reroofing Work at the Tazewell Building,
414 Court Street, Pekin, Illinois.

NOT-TO-EXCEED FEE.....\$3,750.00 ✓

Not-To-Exceed Fee if Architect awarded all three projects, with the understanding that each project will be bid separately.

NOT-TO-EXCEED FEE.....\$31,410.00

Reimbursable Expenses for the reproduction of Specifications and Drawings shall be billed at a multiple of one and one-half (1.5) times the cost to the Architect. Estimated Reimbursable Expenses for each project are as follows:

Project No. 1 - Second Floor Remodcling -
McKenzie Building.....\$250.00

Project No. 2 - First Floor Remodeling,
Tazewell Building.....\$600.00

Project No. 3 - Reroofing, Tazewell Building.....\$200.00

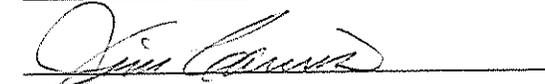
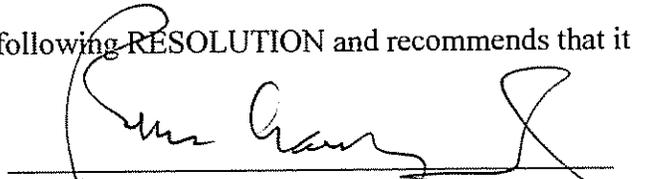
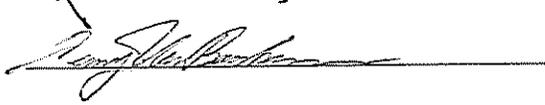
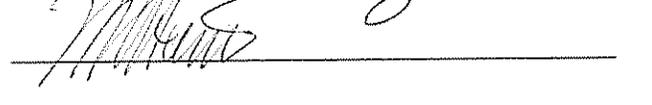
2. Additional Services are services described in article 2.4 of this Agreement, or any other services not listed in this Agreement. These services shall only be performed when directed by the Owner's representative. Compensation shall be based on hourly rates and multipliers as enumerated under Basic Services.

Resolution #20

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 that the Peoria Convention & Visitors Bureau be authorized the sole not-for-profit convention and visitors bureau for the County of Tazewell, Illinois in its entirety; and

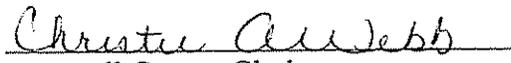
WHEREAS, the Executive Director of the Peoria Convention & Visitors Bureau is encouraged during the ensuing year to see that Tazewell County's desires continue as in the past years.

THEREFORE BE IT RESOLVED that the Tazewell County Board authorize the Peoria Convention & Visitors Bureau as the sole not-for-profit convention and visitor's bureau for the County of Tazewell, Illinois.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and Gail Ertl, Director of Finance & Administration, 456 Fulton St, Suite 300, Peoria, IL 61602 of this action.

PASSED THIS 25TH DAY OF FEBRUARY, 2009.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

20

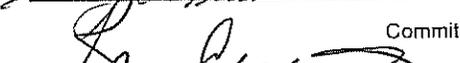
02/05/2009

Tazewell County Monthly Resolution List - February 2009

RES#	Account	Type	Account Name	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Treasurer
02-09-001	040077	REC	BARNARD, ARTHUR V & RELLA S	1,524.00	51.84	0.00	35.75	494.52	941.89
Totals				\$1,524.00	\$51.84	\$0.00	\$35.75	\$494.52	\$941.89








Committee Members






Clerk Fees \$51.84
 Recorder/Sec of State Fees \$35.75
 Total to County \$1,029.48

23

02-09-001

RESOLUTION

040077

WHEREAS, The County of Tazewell has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell has acquired an interest in the following described real estate:

PT OF LOT 37 BROWNS PARK ADD ITION
SE SECT 32-26-4W

PERMANENT PARCEL NUMBER: 01-01-32-410-013

As described in certificate(s): 040077 sold on October 17, 2005

Commonly known as: PROSPECT AVE.

and it appearing to the Executive Committee that it would be to the best interest of the County to dispose of its interest in said property, by reconveyance, to the owner of a former interest in said property.

WHEREAS, BARNARD, ARTHUR V & RELLA S, has paid \$1,524.00 for the full amount of taxes involved and a request for reconveyance has been presented to the Executive Committee and at the same time it having been determined that the County shall receive \$941.89 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$51.84 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, and the Recorder of Deeds shall receive \$35.75 for recording. The remainder is the amount due the agent for his services. The total paid by the purchaser is \$1,524.00.

THEREFORE, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWell COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$941.89 to be paid to the Treasurer of Tazewell County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 25 day of February, 2009

ATTEST:

Christie A. Webb
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

RECONVEYANCE

02-09-001

TITLE 8 – CHAPTER 4

REGULATING DEVELOPMENT IN FLOODPLAIN AREAS

(Delete verbiage as stricken and add verbiage as bolded and italicized and underlined)

8TCC 4-1. PURPOSE.

This ordinance is enacted pursuant to the police powers granted to this County by County Statutory Authority in 55 Illinois Compiled Statues 5/5-1041, ~~5/5-1042~~, and 5/5-1063 (~~State Bar Edition~~) in order to accomplish the following purposes:

- (a) to prevent unwise developments from increasing flood or drainage hazards to others;
- (b) to protect new buildings and major improvements to buildings from flood damage;
- (c) to promote and protect the public health, safety, and general welfare of the citizens from the hazards of flooding;
- (d) to lessen the burden on the taxpayer for flood control, repairs to public facilities and utilities, and flood rescue and relief operations;
- (e) to maintain property values and a stable tax base by minimizing the potential for creating blight areas;
- (f) to make federally subsidized flood insurance available; and
- (g) *To preserve the natural characteristics and functions of watercourses and floodplains in order to moderate flood and stormwater impacts, improve water equality, reduce soil erosion, protect aquatic and riparian habitat, provide recreational opportunities, provide aesthetic benefits and enhance community and economic development.*

8TCC 4-2. DEFINITIONS

For the purpose of this chapter, the following definitions are adopted:

- (1) **BASE FLOOD:** The flood having a one percent probability of being equaled or exceeded in any given year. The base flood is also known as the 100 year-flood. The base flood elevation at any location is as defined in Section 3 of this ordinance.
- (2) **BASE FLOOD ELEVATION (BFE):** The elevation in relation to Mean Sea Level of the crest of the base flood.

- (3) **BUILDING:** A structure that is principally above ground and is enclosed by walls and roof including manufactured homes and prefabricated buildings, *and gas or liquid storage tanks*. The term also includes recreational vehicles and travel trailers to be installed on a site for more than 180 days *per year*.
- (4) **CRITICAL FACILITY:** *Any public or private facility which, if flooded, would create an added dimension to the disaster or would increase the hazard to life and health. Examples are public buildings, emergency operations and communication centers, health care facilities and nursing homes, schools, and toxic waste treatment, handling or storage facilities.*
- (5) **DEVELOPMENT:** Any man-made change to real estate including:
- a. *Demolition*, construction, reconstruction, *repair* or placement of a building, or any *structural alteration* addition to a building, ~~exceeding 70 square feet in floor area;~~
 - b. substantial improvement of an existing building;
 - c. installation of a manufactured home on a site, preparing a site for a manufactured home, or installing a travel trailer on a site for more than 180 days *per year*;
 - d. installation of utilities, construction of roads, bridges, culverts or similar projects;
 - e. construction or erection of levees, dams, walls, or fences;
 - f. drilling, mining, filling, dredging, grading, excavating, paving, or other alterations of the ground surface;
 - g. storage of materials including the placement of gas and liquid storage tanks; and
 - h. channel modifications or any other activity that might change the direction, height, or velocity of flood or surface waters.

Development does not include the *routine* maintenance of existing building and facilities; resurfacing roads; or gardening, plowing, and similar *agricultural* practices that do not involve filling, grading, or construction of levees.

- (6) **FEMA:** Federal Emergency Management Agency.

- (7) **FLOOD:** A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow, the unusual and rapid accumulation, or the runoff of surface waters from any source.
- (8) **FLOOD FRINGE:** That portion of the floodplain outside of the regulatory floodway.
- (9) **FLOOD INSURANCE RATE MAP:** A map prepared by the Federal Emergency Management Agency that depicts the floodplain or special flood hazard area (SFHA) within a community. This map includes insurance rate zones and may or may not depict floodways and show base flood elevations.
- (10) **FLOODPLAIN ADMINISTRATOR: The Community Development Administrator or such other person who is designated to enforce the provisions of this chapter within the unincorporated areas of Tazewell County.**
- (11) **FLOODPLAIN AND SPECIAL FLOOD HAZARD AREA (SFHA):** are synonymous. Those lands within the jurisdiction of the county that are subject to inundation by the base flood. The floodplains of the county are generally identified as such on the Flood Insurance Rate Map of the County prepared by the Federal Emergency Management Agency and dated August 1, 1980. **Floodplain also includes those areas of known flooding as identified by the community.**
- (12) **FLOODPROOFING:** Any combination of structural or nonstructural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate, property and their contents.
- (13) **FLOOD OR FLOODING:** A general and temporary condition of partial or complete inundation of normally dry land area from the overflow, the unusual and rapid accumulation, or the runoff of surface waters from any source.
- (14) **FLOODPROOFING CERTIFICATE:** A form published by the Federal Emergency Management Agency that is used to certify that a building has been designed and constructed to be structurally dry floodproofed to the flood protection elevation.
- (15) **FLOOD PROTECTION ELEVATION OR "FPE":** The elevation of the base flood plus two (2) feet of freeboard at any given location in the floodplain.
- (16) **FLOODWAY:** That portion of the floodplain required to store and convey the base flood. The floodway for the floodplains of the Illinois River, Mackinaw River, Lost Creek, Lick Creek and Ten Mile Creek shall be as delineated on the Flood Boundary and Floodway Map prepared by FEMA and dated August 1, 1980. The floodways for

each of the remaining floodplains of the county shall be according to the best data available from Federal, State, or other sources.

- (17) **IDNR/OWR:** Illinois Department of Natural Resources/Office of Water Resources.
- (18) **MANUFACTURED HOME:** A home constructed in a factory according to the National Manufactured Housing Construction and Safety Standards (HUD Code) as of July 1, 1976 and is transported in one or more sections. A manufactured home will have a HUD 2" x 4" red metal plate on the exterior of the home at the tail light end of each transportable section.
- (19) **NFIP:** National Flood Insurance Program.
- (20) **REPETITIVE LOSS: Flood related damages sustained by a structure on two separate occasions during a ten year period for which the cost of repairs at the time of each such flood event on the average equals or exceeds 25% of the market value of the structure before the damage occurred.**
- (21) **SFHA:** See definition of floodplain.
- (22) **SUBSTANTIAL DAMAGE: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damage condition would equal or exceed 50% of the market value of the structure before the damage occurred regardless of actual repair work performed. Volunteer labor and materials must be included in this determination.**
- (23) **SUBSTANTIAL IMPROVEMENT:** Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market values of the structure either, ~~(a)~~ before the improvement or repair is started, ~~or (b) if the structure has been damaged, and is being restored, before the damage occurred.~~ "Substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either (1) any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions or (2) any alteration of a structure listed on the National Register of Historic Places or the Illinois Register of Historic Places.
- (24) **TRAVEL TRAILER/RECREATIONAL VEHICLE: A vehicle which is:**
 - a. built on a single chassis;**
 - b. 400 square feet in size or less;**
 - c. designed to be self-propelled or permanently towable by a light duty truck;**
 - d. designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational camping, travel or seasonal use.**

8TCC 4-3. BASE FLOOD ELEVATION

This ordinance's protection standard is the base flood. The best available base flood data are listed below. Whenever a party disagrees with the best available data, the party *shall* ~~may~~ finance the detailed engineering study needed to replace the existing data with better data and submit it to the Federal Emergency Management Agency for approval *prior to any development of the site*.

- (a) The base flood elevation for the floodplains of the Illinois River, Mackinaw River, Lost Creek, Lick Creek, and Ten Mile Creek shall be as delineated on the 100 year flood profiles in the Flood Insurance Study of the County of Tazewell, Illinois, prepared by the Federal Emergency Management Agency and dated August 1, 1980, which is hereby adopted by reference.
- (b) The base flood elevation for each floodplain delineated as an "AH Zone" or "AO Zone" shall be that elevation (or depth) delineated on the Flood Insurance Rate Map for Tazewell County.
- (c) The base flood elevation for each of the remaining floodplains delineated as an "A Zone" on the Flood Insurance Rate Map of Tazewell County shall be according to the best data available from federal, state or other sources. Should no other data exist, an engineering study must be financed to determine base flood elevations.

8TCC 4-4. DUTIES OF THE ZONING COMMUNITY DEVELOPMENT ADMINISTRATOR

The Zoning *Community Development* Administrator shall be responsible for the general administration of this ordinance and ensure that all development activities within the floodplains under the jurisdiction of the *Tazewell* County meet the requirements of this ordinance. Specifically, the Zoning *Community Development* Administrator shall:

- (a) Process development permits in accordance with 8TCC 4-5;
- (b) Ensure that all development in a floodway (or a floodplain with no delineated floodway) meets the damage prevention requirements of 8TCC 4-6;
- (c) Ensure that the building protection requirements for all buildings subject to 8TCC 4-7 are met and maintain a record of the "as-built" elevation of the lowest floor (including basement) or flood proof certificate;
- (d) Assure that all subdivisions and annexations meet the requirements of 8TCC 4-8;
- (e) *Ensure that water supply and waste disposal systems meet the Public Health Standards of 8TCC 4-9.*

- (f) If a variance is requested, ensure that the requirements of 8TCC 4-10 are met and maintain documentation of any variances granted;
- (g) Inspect all development projects and take any and all actions outlined in 8TCC 4-12 as necessary to ensure compliance with this ordinance;
- (h) Assure that applicants are aware of and obtain any and all other required local, state, and federal permits;
- (i) Provide information and assistance to citizens upon request about permit procedures and floodplain construction techniques;
- (j) Cooperate with state and federal floodplain management agencies to coordinate base flood data and to improve the administration of this ordinance;
- (k) Maintain for public inspection base flood data, floodplain maps, copies of state and federal permits, and documentation of compliance for development activities subject to this ordinance;
- (l) Notify IDNR/OWR and any neighboring communities prior to any alteration or relocation of a watercourse;
- (m) Perform site inspections and make substantial damage determinations for structures within the floodplain; and
- (n) Maintain the accuracy of floodplain maps including notifying IDNR/OWR and/or submitting information to FEMA within 6 months whenever a modification of the floodplain may change the base flood elevation or result in a change to the floodplain map.

8TCC 4-5. DEVELOPMENT PERMITS

No person, firm, corporation, or governmental body not exempted by state law shall commence any development in the floodplain without first obtaining a development permit from the Zoning Community Development Administrator. The Zoning Community Development Administrator shall not issue a development permit if the proposed development does not meet the requirements of this ordinance.

- (a) The application for development permit shall be accompanied by:
 - (i) drawings of the site, drawn to scale showing property line dimensions;
 - (ii) existing grade elevations and all changes in grade resulting from excavation or filling;
 - (iii) the location and dimensions of all buildings and additions to buildings;

- (iv) the elevation of the lowest floor (including basement) of all proposed buildings subject to the requirements of Section 7 of this ordinance; and
 - (v) the cost of project or improvements as estimated by a licensed engineer or architect. A signed estimate by a contractor may also meet the requirement.
- (b) Upon receipt of an application for a development permit, the ~~Zoning~~ Community Development Administrator shall compare the elevation of the site to the base flood elevation. Any development located on land that can be shown by survey data to have been higher than the current base flood elevation and which has not been filled after the date ~~as of the date~~ of the site's first Flood Insurance Rate Map identification is not in the floodplain and therefore not subject to the requirements of this ordinance. Conversely, any development located on land shown to be below the base flood elevation and hydraulically connected, but not shown on the current Flood Insurance Rate map is subject to the provisions of this Ordinance. The ~~Zoning~~ Community Development Administrator shall maintain documentation of the existing ground elevation at the development site and certification that this ground elevation existed prior to the date of the site's first Flood Insurance Rate Map identification.
- (c) A fee in the amount of ~~\$75.00~~ \$125.00 shall be collected by the ~~Zoning~~ Community Development Administrator for review and processing of all floodplain development permits.

8TCC 4-6. PREVENTING INCREASED FLOOD HEIGHTS AND RESULTING DAMAGES.

Within the floodway identified on the Flood Boundary and Floodway Map, and within all floodplains where a floodway has not been delineated, the following standards shall apply:

- (a) except as provided in 8TCC 4-6(b), no development shall be allowed which, acting in combination with existing and anticipated development, will cause any increase in flood heights or velocities or threat to public health and safety. The following specific development activities shall be considered as meeting this requirement:
 - (i) Barge fleeting facilities meeting the conditions of IDNR/OWR Statewide Permit No. 3;
 - (ii) Aerial utility crossings meeting the conditions of IDNR/OWR Statewide Permit No. 4;
 - (iii) Minor boat docks meeting the conditions of IDNR/OWR Statewide Permit No. 5;

- (iv) Minor, non-obstructive activities meeting the conditions of IDNR/OWR statewide Permit No. 6;
 - (v) Outfall structures and drainage ditch outlets meeting the conditions of IDNR/OWR Statewide Permit No. 7;
 - (vi) Underground pipeline and utility crossings meeting the conditions of IDNR/OWR Statewide Permit No. 8;
 - (vii) Bank stabilization projects meeting the conditions of IDNR/OWR Statewide Permit No. 9;
 - (viii) Accessory structures and additions to existing residential buildings meeting the conditions of IDNR/OWR Statewide Permit No. 10;
 - (ix) Minor maintenance dredging activities meeting the conditions of IDNR/OWR Statewide permit No. 11;
 - (x) Bridge and culvert replacement structures and bridge widening meeting the conditions of IDNR/OWR Statewide Permit No. 12;
 - (xi) Temporary construction activities meeting the conditions of IDNR/OWR Statewide Permit No. 13; and
 - (xii) Any development determined by IDNR/OWR to be located entirely in a flood fringe area.
- (b) Other development activities not listed in 8TCC 4-6(a) may be permitted only if:
- (i) a permit has been issued for the work by IDNR/OWR (or written documentation is provided that an IDNR/OWR permit is not required); and
 - (ii) sufficient data has been provided to FEMA when necessary, ~~to approve a~~ and approval obtained from FEMA for a revision of the regulatory map and base flood elevation.

8TCC 4-7. PROTECTING BUILDINGS

- (a) In addition to the damage prevention requirements of 8TCC 4-6, all buildings ~~to be~~ located in the floodplain shall be protected from flood damage below the flood protection elevation. This building protection requirement applies to the following situations:

- (i) construction or placement of a new building valued at more than \$1,000 or 70 square feet;
 - (ii) substantial improvements made to an existing building. This alteration shall be figured cumulatively beginning with any alteration which has taken place subsequent to the adoption of this ordinance;
 - (iii) repairs made to a substantially damaged building. These repairs shall be figured cumulatively beginning with any repairs which have taken place subsequent to the adoption of this ordinance;
 - (iv) structural alterations made to an existing building that increase the floor area by more than 20%;
 - (v) installing a manufactured home on a new site or a new manufactured home on an existing site (the building protection requirements do not apply to returning a manufactured home to the same site it lawfully occupied before it was removed to avoid flood damage); and
 - (vi) installing a travel trailer or recreational vehicle on a site for more than 180 days per year.
- (b) Residential or non-residential buildings can meet the building protection requirements by one of the following methods:
- (i) The building may be constructed on permanent land fill in accordance with the following:
 - (1) the lowest floor (including basement) shall be at or above the flood protection elevation;
 - (2) the fill shall be placed in layers no greater than ~~one foot~~ six inches before compaction and should extend at least ten feet beyond the foundation before sloping below the flood protection elevation;
 - (3) the fill shall be protected against erosion and scour during flooding by vegetative cover, riprap, or other structural measure;
 - (4) the fill shall be composed of rock or soil and not incorporate debris or refuse materials; and

- (5) the fill shall not adversely affect the flow or surface drainage from or onto neighboring properties and when necessary, stormwater management techniques such as swales for basins shall be incorporated.
- (ii) The building may be elevated in accordance with the following:
- (1) the building or improvements shall be elevated on stilts, piles, walls, or other foundation that is permanently open to flood waters;
 - (2) the lowest floor and all electrical, heating, ventilating, plumbing, and air conditioning equipment and utility meters shall be located at or above the flood protection elevation;
 - (3) if walls are used, all enclosed areas below the base flood elevation shall be used solely for parking and building access and be designed to address hydrostatic pressures by allowing the automatic entry and exit of flood waters. Designs must either be certified by a registered professional engineer or by having a minimum of one permanent opening on each wall not more than one foot above grade. The openings shall provide a total net area of not less than one square inch for every one square foot of enclosed area subject to flooding below the base flood elevation;
~~having a minimum of two permanent openings no more than one foot above grade and providing a total net area of not less than one square inch for every one square foot of enclosed area subject to flooding below the base flood elevation;~~
 - (4) the foundation and supporting members shall be anchored, designed and certified and aligned in relation to flood flows and adjoining structures so as to minimize exposure to hydrodynamic forces such as current, waves, ice and floating debris;
 - (5) the finished interior grade shall not be less than the finished exterior grade;
 - (6) all structural components below the flood protection elevation shall be constructed of materials resistant to flood damage flood damage;
 - (7) water and sewer pipes, electrical and telephone lines, submersible pumps, and other service facilities may be located below the flood protection elevation provided they are waterproofed; and
 - ~~(7) no area below the flood protection elevation shall be used for storage of items or materials.~~

- (8) the area below the flood protection elevation shall be used solely for parking or building access and not later modified or occupied as habitable space.
- (c) Manufactured Homes to be permanently installed on site shall be; and travel trailers to be installed on site for more than 180 days, shall be:
- (i) elevated to or above the flood protection elevation; and
 - (ii) anchored to resist flotation, collapse, or lateral movement by being tied down in accordance with the Rules and Regulations for the Illinois Mobile Home Tie-Down Act issued pursuant to 77 IL Adm. Code 870.
- (d) Travel trailers and recreational vehicles on site for more than 180 days per year shall meet the elevation requirements of 8TCC 4-7(c) unless the following conditions are met:
- (i) the vehicle must be either self-propelled or towable by a light duty truck. The hitch must remain on the vehicle at all times; and
 - (ii) the vehicle must not be attached to external structures such as decks and porches; and
 - (iii) the vehicle must be designed solely for recreation, camping, travel, or seasonal use rather than as a permanent dwelling; and
 - (iv) the vehicles largest horizontal projections must be no larger than 400 square feet; and
 - (v) the vehicle's wheels must remain on axles and inflated; and
 - (vi) air conditioning units must be attached to the frame so as to be safe for movement out of the floodplain; and
 - (vii) propane tanks, electrical and sewage connections must be quick-disconnect and above the 100-year flood elevation; and
 - (viii) the vehicle must be licensed and titled as a recreational vehicle or park model; and
 - (ix) the vehicle must be either (a) be entirely supported by jacks rather than blocks; or (b) have a hitch jack permanently mounted, have the tires touching the ground, and be supported by blocks in a manner that will allow the blocks to be easily removed by use of the hitch jack.

- (e) Non-residential buildings may be structurally dry floodproofed (in lieu of elevation) provided a registered professional engineer or architect certifies that:
- (i) below the flood protection elevation the structure and attendant utility facilities are watertight and capable of resisting the effects of the base flood;
 - (ii) the building design accounts for flood velocities, duration, rate of rise, hydrostatic and hydrodynamic forces, the effects of buoyancy, and impact from debris and ice; and
 - (iii) floodproofing measures will be incorporated into the building design and operable without human intervention and without an outside source of electricity.

Levees, berms, floodwalls and similar works are not considered floodproofing for the purpose of this subsection.

- (f) Garages or sheds constructed ancillary to a residential use may be permitted provided all the following conditions are met:
- (i) the garage or shed must be non-habitable;
 - (ii) the garage or shed must be used only for the storage of vehicles and tools and cannot be modified later into another use;
 - (iii) the garage or shed must be located outside of the floodway;
 - (iv) the garage or shed must be on a single family lot and be accessory to an existing principal structure on the same lot;
 - (v) below the base flood elevation, the garage or shed must be built of materials not susceptible to flood damage;
 - (vi) all utilities, plumbing, heating, air conditioning and electrical must be elevated above the flood protection elevation;
 - (vii) the garage or shed must have at least one permanent opening on each wall no more than one foot above grade with one square inch of opening for every square foot of floor area;
 - (viii) the garage or shed must be less than \$7,500 in market value or replacement cost whichever is greater or less than 500 square feet;
 - (ix) the structure shall be anchored to resist floatation and overturning;
 - (x) all flammable or toxic materials (gasoline, paint, insecticides, fertilizers etc.) shall be stored above the flood protection elevation; and

- (xi) the lowest floor elevation should be documented and the owner advised of the flood insurance implications.
- (g) A building may be constructed with a crawlspace located below the flood protection elevation provided that all the following conditions are met:
- (i) the building must be designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - (ii) any enclosed area below the flood protection elevation shall have openings that equalize hydrostatic pressures by allowing for the automatic entry and exit of floodwaters. A minimum of one opening on each wall having a total net area of not less than one square inch per one square foot of enclosed area. The openings shall be no more than one foot above grade;
 - (iii) the interior grade of the crawlspace below the flood protection elevation must not be more than 2 feet below the lowest adjacent exterior grade; and
 - (iv) the interior height of the crawlspace measured from the interior grade of the crawl to the top of the foundation wall must not exceed 4 feet at any point; and
 - (v) an adequate drainage system must be installed to remove floodwaters from the interior area of the crawlspace within a reasonable period of time after a flood event; and
 - (vi) portions of the building below the flood protection elevation must be constructed with materials resistant to flood damage; and
 - (vii) utility systems within the crawlspace must be elevated above the flood protection elevation.

8TCC 4-8. SUBDIVISION AND OTHER DEVELOPMENT REQUIREMENTS

The County Board shall take into account flood hazards, to the extent that they are known, in all official actions related to land management use and development.

- (a) New subdivisions, manufactured home parks, annexation agreements, planned unit developments, and additions to manufactured home parks and subdivisions shall meet the damage prevention and building protection standards of 8TCC 4-6 and 8TCC 4-7 of this ordinance. Any proposal for such development shall include the following data:
 - (i) the base flood elevation and the boundary of the floodplain (where the base flood elevation is not available from an existing study, the applicant shall be responsible for calculating the base flood elevation);

- (ii) the boundary of the floodway when available; and
- (iii) a signed statement by a Registered Professional Engineer that the proposed plat or plan accounts for changes in the drainage of surface waters in accordance with the Plat Act (765 Illinois Compiled Statutes 205/2).

8TCC 4-9. PUBLIC HEALTH AND OTHER STANDARDS

- (a) Public health standards must be met for all floodplain development. In addition to the requirements of 8TCC 4-6 and 8TCC 4-7, the following standards apply:
 - (i) No development in the floodplain shall include locating or storing chemicals, explosives, buoyant materials, flammable liquids, pollutants, or other hazardous or toxic materials below the flood protection elevation unless such materials are stored in a floodproofed and anchored storage tank and certified by a professional engineer or floodproofed building constructed according to the requirements of 8TCC 4-7 of this ordinance;
 - (ii) Public utilities and facilities such as sewer, gas and electric shall be located and constructed to minimize or eliminate flood damage;
 - (iii) Public sanitary sewer systems and water supply systems shall be located and constructed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
 - (iv) New and replacement on-site sanitary sewer lines or waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding. Manholes or other above ground openings located below the flood protection elevation shall be watertight; and

New and replacement sanitary sewer lines and on-site waste disposal systems may be permitted providing all manholes or other above ground openings located below the flood protection elevation are watertight.
 - (v) Critical facilities shall be protected to the 500-year flood elevation. In addition, all ingress and egress from any critical facility must be protected to the 500-year flood elevation.
- (eb) All other activities defined as development shall be designed so as not to alter flood flows or increase potential flood damages.
- ~~(d) No new subdivision or manufactured home park will be allowed within the floodplain.~~

8TCC 4-10. VARIANCES

Whenever the standards of this ordinance place undue hardship on a specific development proposal, the applicant may apply to the Zoning Board of Appeals for a Variance. The Zoning Board of Appeals shall review the applicant's request for a Variance and shall submit its recommendation to the County Board. The County Board may attach such conditions to granting of a Variance as it deems necessary to further the intent of this ordinance.

- (a) No Variance shall be granted unless the applicant demonstrates that **all of the following conditions are met:**
- (i) the development activity cannot be located outside the floodplain;
 - (ii) an exceptional hardship would result if the Variance were not granted;
~~the lot would be deemed totally and completely undevelopable for the purpose for which it is zoned were the variance not granted;~~
 - (iii) the relief requested is the minimum necessary;
 - (iv) there will be no additional threat to public health or safety, or creation of a nuisance;
 - (v) there will be no additional public expense for flood protection, rescue or relief operations, policing, or repairs to roads, utilities, or other public facilities;
 - (vi) the applicant's circumstances are so unique **and does not establish a pattern inconsistent with the intent of the NFIP; and**
~~that the same circumstances will never be seen again within this or surrounding counties;~~
 - (vii) all other required state and federal permits have been obtained.
- (b) The Zoning **Community Development** Administrator shall notify an applicant in writing that a Variance from the requirements of the building protection standards of Section 7 that would lessen the degree of protection to a building will:
- (i) result in increased premium rates for flood insurance up to \$25 ~~for~~ **per** \$100 of insurance coverage;
 - (ii) increase the risks to life and property; and

- (iii) require that the applicant proceed with knowledge of these risks and that the applicant acknowledge in writing the assumption of the risk and liability.
- (c) Variances to the building protection requirements of 8TCC 4-7 of this ordinance requested in connection with the reconstruction, repair or alteration of a site or building included on the National Register of Historic Places or the Illinois Register of Historic Places may be granted using criteria more permissive than the requirements of 8TCC 4-10 (a)(i-v).

8TCC 4-11. DISCLAIMER OF LIABILITY

The degree of protection required by this ordinance is considered reasonable for regulatory purposes and is based on available information derived from engineering and scientific methods of study. Larger floods may occur or flood heights may be increased by man-made or natural causes. This ordinance does not imply that development either inside or outside of the floodplain will be free from flooding or damage. This ordinance does not create liability on the part of Tazewell County or any officer or employee thereof for any flood damage that results from proper reliance on this ordinance or any administrative decision made lawfully thereunder.

8TCC 4-12. PENALTY

Failure to obtain a permit for development in the floodplain or failure to comply with the conditions of a permit or a variance shall be deemed to be a violation of this ordinance. Upon due investigation, the Zoning Community Development Administrator may determine that a violation of the minimum standards of this ordinance exists. The Zoning Community Development Administrator shall notify the owner in writing of such violation.

- (a) If such owner fails after ten days notice to correct the violation:
 - (i) ~~the Tazewell county may~~ **shall** make application to the circuit court for an injunction requiring conformance with this ordinance or make such other order as the court deems necessary to secure compliance with the ordinance;
 - (ii) any person who violates this ordinance shall upon conviction thereof be fined not less than ~~twenty five dollars (\$25.00)~~ **fifty dollars (\$50.00)** nor more than ~~two hundred dollars (\$200.00)~~ **five hundred dollars for each offense;**
 - (iii) a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues; and
 - (iv) **Tazewell County shall record a notice of the violation on the title to the property.**

- (b) The Zoning Community Development Administrator shall inform the owner that any such violation is considered a willful act to increase flood damages and therefore may cause coverage by a Standard Flood Insurance Policy to be suspended.
- (c) Nothing herein shall prevent ~~the~~ Tazewell County from taking such other lawful action to prevent or remedy any violations. All costs connected therewith shall accrue to the person or persons responsible.

8TCC 4-13. ABROGATION AND GREATER RESTRICTIONS

This ordinance repeals and replaces other ordinances adopted by the County Board to fulfill the requirements of the National Flood Insurance Program. However, this ordinance does not repeal the original resolution or ordinance adopted to achieve eligibility in the program. Nor does this ordinance repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. Where this ordinance and other ordinance easements, covenants, or deed restrictions conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

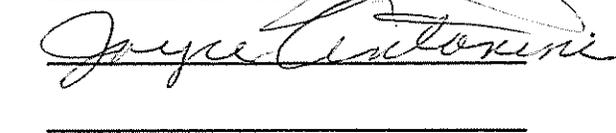
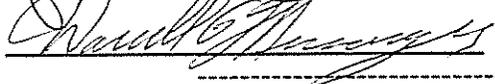
8TCC 4-14. SEPARABILITY

The provisions and sections of this ordinance shall be deemed separable and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.

COMMITTEE REPORT

Mr. 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:

 _____ Sue Sundell	 _____ Rosemary Patmus
 _____ Paul Webb	 _____ Joyce Antonini
 _____ Nancy Thompson	_____

RESOLUTION

WHEREAS, the Tazewell County Land Use Committee recognizes that the Community Development Administrator is responsible for reviewing and processing applications for single family dwelling sites as permitted uses in the A-1 and A-2 Zoning Districts meeting specific criteria as adopted under Amendment No. 16 of the Tazewell County Zoning Code; and

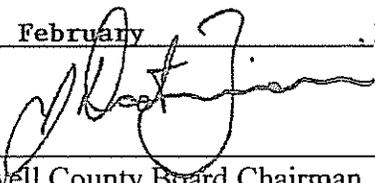
WHEREAS, a review is required by the Community Development Administrator to ascertain that applications submitted for dwelling sites as permitted uses meet specific criteria, which requires a lengthy review process; and

WHEREAS, the Land Use Committee recommends to the County Board that the Administrative Review Fee be increased from \$50.00 to \$100.00 for the review and processing of applications associated with single family dwelling sites as permitted uses as adopted under Amendment No. 16 of the Tazewell County Zoning Code.

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

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

Adopted this 25th day of February, 2009.



Tazewell County Board Chairman

ATTEST:



Tazewell County Clerk

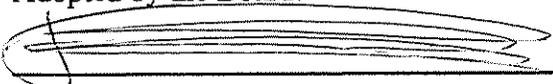
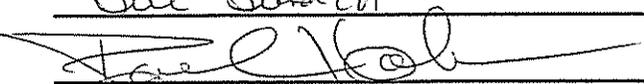
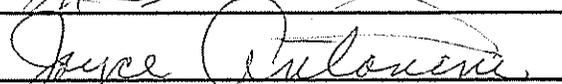
9

LU-09-06
COMMITTEE REPORT

Motion by Member Carius second by
Member Ackerman to approve Resolution
#6. Carried by Voice Vote.

Mr. 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:

 _____ Sue Sundell	 _____ Raymond Palmer
 _____ Paul Webb	 _____ Joyce Arlow
 _____ Ronald C. Manning	_____

RESOLUTION

WHEREAS, the County's Land Use Committee has reviewed and recommends approval
of the proposed amendment to Title 7, Chapter 3 the Tazewell County Wind Farm Ordinance
which reads as follows:

SECTION 1. 7 TCC 3-8. Fees Charged for Building Permit

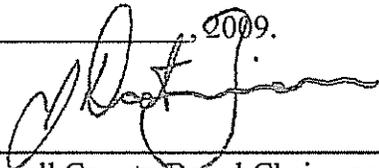
(Remove areas as Stricken and add new verbiage as italicized)

- (a) The fees for processing of the building permit applications for a WECS shall
be collected by the ~~Zoning~~ *Community Development* Administrator who shall
be accountable to the County for such fees:

NOW THEREFORE BE IT RESOLVED, that the County Board approves the
proposed amendment to Title 7, Chapter 2, Tazewell County Wind Farm Ordinance to be in full
force and effective on March 1, 2009.

BE IT FURTHER RESOLVED, that the County Clerk shall notify the Tazewell
County Community Development Administrator of this action.

PASSED THIS 25th day of February, 2009.



Tazewell County Board Chairman

ATTEST:



Christie A. Webb

Tazewell County Clerk

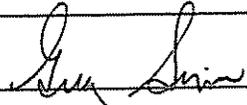
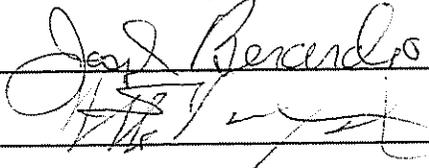
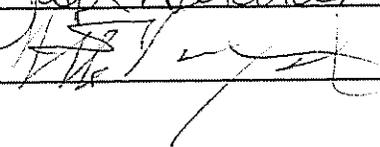
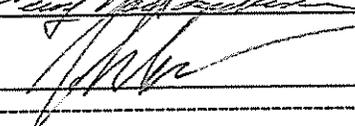
COMMITTEE REPORT

T-09-05

Motion by Member D. Grimm second by Member Sinn to approve Resolution #7. Carried by Voice Vote.

Mr. Chairman and Members of Tazewell County Board:

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

RESOLUTION

WHEREAS, the Transportation Committee received bids for one (1) new Tandem Axle Truck including Dump Body, Hydraulic System, and Salt Spreader and;

WHEREAS, subject to the approval of the County Board and review by the County Engineer, accepted the low bid of Central Illinois Trucks, Inc., in the amount of \$141,850.00 for a new 2009 Kenworth T800 tandem axle truck with equipment as specified, to be paid from County Highway Tax Funds, New Equipment Line Item 202-311-544-000.

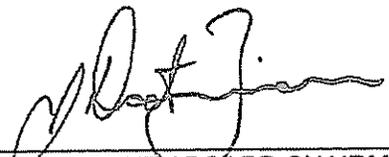
THEREFORE BE IT RESOLVED that the County Board award the contract as recommended by the Transportation Committee.

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

ADOPTED THIS 25th DAY OF FEBRUARY, 2009

ATTEST:


TAZEWELL COUNTY CLERK


TAZEWELL COUNTY BOARD CHAIRMAN

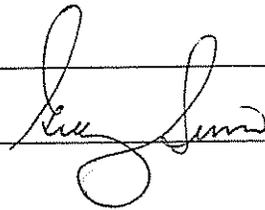
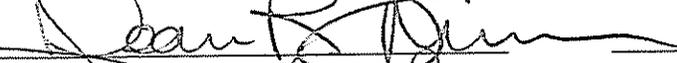
7

COMMITTEE REPORT

Motion by Member Palmer second by Member Sundell to approve Resolution #10. Carried by Voice Vote.

Mr. Chairman and Members of the Tazewell County Board:

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

_____	_____
	
	_____
	

RESOLUTION

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

WHEREAS, the County consider the payment by the Village of Green Valley to the County the sum of \$803.00; and

WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2009.

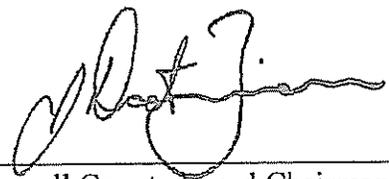
THEREFORE BE IT RESOLVED that the County Board approve this agreement.

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

PASSED THIS 25TH DAY OF FEBRUARY, 2009.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

10

INTERGOVERNMENTAL AGREEMENT
FOR
ANIMAL & RABIES CONTROL SERVICES

RECEIVED
FEB 09 2009
TAZEWELL COUNTY
BOARD OFFICE

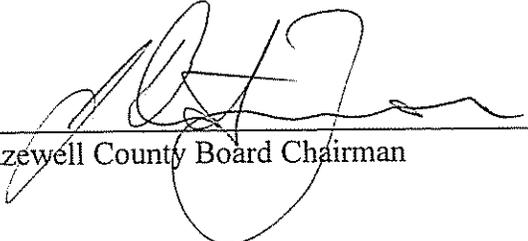
THIS AGREEMENT, entered into this 1 day of, JANUARY 2009, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and VILLAGE OF GREEN VALLEY, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$803.00, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including the weekends, but excepting regularly scheduled County Holidays.
2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00 p.m. and 8:00 a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, the County shall attempt to pick up animals running at large both day and night on an **emergency basis only**. For the purpose of this Contract, an emergency shall be deemed to exist only in those instances where the call involves a bite case or dangerous animal. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (477-2270 or 694-6287). Responses to night calls and emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.
3. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning animals running at large within the corporate limits of the Municipality.
4. The County shall make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours. The Warden making the patrol will attempt to notify an authority within the Municipality prior to making such a patrol.
5. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
6. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
7. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.

8. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
9. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
10. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
11. This Agreement shall become effective on the 1 day of JANUARY 2009, and shall be in full force and effect for a period of one (1) year.
12. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
14. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
15. This contract may not be assigned by either party without the written consent of the other party.
16. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
17. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
18. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this 9th day of December, 2008.



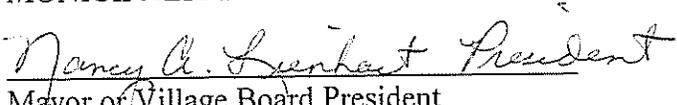
Tazewell County Board Chairman

ATTEST:



Tazewell County Clerk

MUNICIPALITY:



Mayor of Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:



Director

ANNUAL AMOUNT: \$803.00

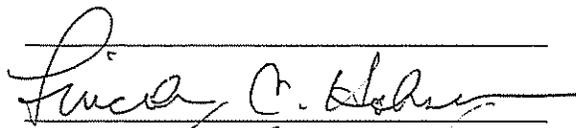
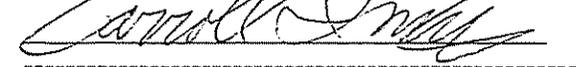
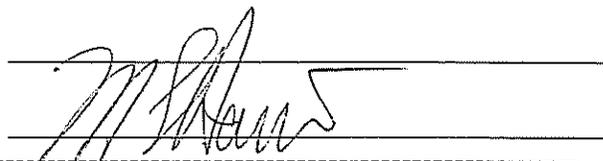
MONTHLY AMOUNT \$66.91

COMMITTEE REPORT

Motion by Member Crawford second by Member Stanford to approve Resolution #11. Carried by Voice Vote.

Mr. Chairman and Members of the Tazewell County Board:

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

	_____
	_____
	_____
	

RESOLUTION

WHEREAS, the Finance Committee recommends to the County Board to authorize an agreement between Tazewell County and the Economic Development Council for Central Illinois, Inc. (EDC); and

WHEREAS, EDC, Inc. will provide Tazewell County specific services as noted in the attached agreement; and

WHEREAS, Tazewell County agrees to pay EDC, Inc. in quarterly installments of \$17,706.25 each in February, May, August, and November, plus, up to \$11,075.00 for other County approved regional economic development projects; and

WHEREAS, the agreement between Tazewell County and EDC, Inc. will be in effect retroactive to December 1, 2008 through, and terminating November 30, 2009.

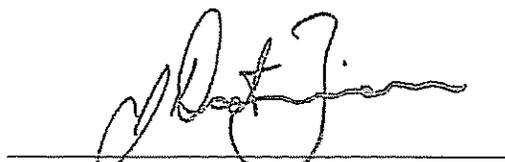
THEREFORE BE IT RESOLVED that the County Board approve the recommendation and authorize the County Board Chairman to sign and execute the agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Vickie Clark, COO, EDC for Central Illinois, Inc., 124 S.W. Adams Street, Suite 300, Peoria, IL 61602-1388 and the Auditor of this action.

PASSED THIS 25TH DAY OF FEBRUARY, 2009.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

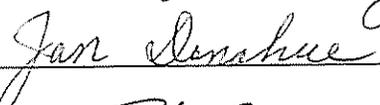
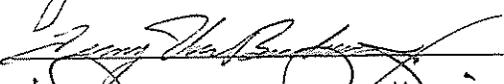
11

COMMITTEE REPORT

Motion by Member Stanford second by Member Sundell to approve Resolution #12. Carried by Voice Vote.

Mr. Chairman and Members of the Tazewell County Board:

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

	_____
	_____
	_____
	_____
_____	

RESOLUTION

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

Transfer \$2,800.00 from Information Technology Coordinator Line Item (100-913-511-020) to Service Recognition Awards Line Item (100-913-522-015).

WHEREAS, the transfer of funds is needed due to paying for two years worth of service awards during one fiscal year.

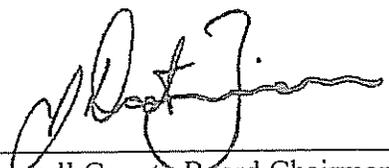
THEREFORE BE IT RESOLVED that the County Board approve the transfer of funds.

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

PASSED THIS 25TH DAY OF FEBRUARY, 2009.

ATTEST:


Tazewell County Clerk

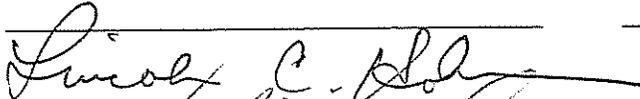
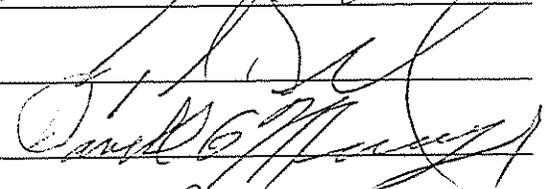
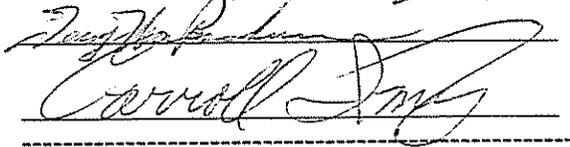
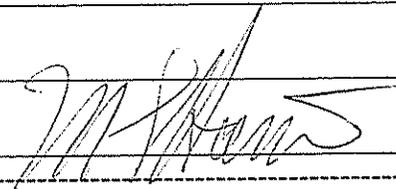

Tazewell County Board Chairman

COMMITTEE REPORT

Motion by Member D. Grimm second by Member B. Grimm to approve Resolution # 13. Carried by Voice Vote.

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 five (5) year collective bargaining agreement; and

WHEREAS, the five (5) year collective bargaining agreement is between the Illinois FOP Labor Council and the Chief Judge for the 10th Judicial Circuit – Tazewell County Probation.

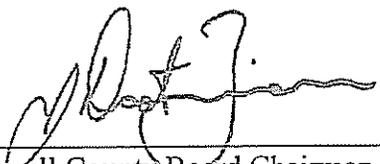
THEREFORE BE IT RESOLVED by the County Board that the collective bargaining agreement be approved contingent on approval of the Chief Judge for the 10th Judicial Circuit.

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

PASSED THIS 25TH DAY OF FEBRUARY, 2009.

ATTEST:


Christie A. Webb
Tazewell County Clerk


Tazewell County Board Chairman

13

ILLINOIS FOP LABOR COUNCIL

and

CHIEF JUDGE FOR THE 10TH JUDICIAL CIRCUIT - TAZEWELL COUNTY PROBATION

Probation Officers

FRATERNAL
ORDER

December 1, 2007 – November 30, 2012

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

Proceedings of the County Board meeting on the 25th day of February, 2009



TABLE OF CONTENTS

PREAMBLE 1

ARTICLE I RECOGNITION 2

 Section 1 - Unit Recognition 2

 Section 2 - New Classifications 2

 Section 3 - Abolition or Merger of Job Classification 2

 Section 4 - Integrity of the Bargaining Unit 3

 Section 5 - Union Exclusivity 3

 Section 6 - Department Heads 3

 Section 7 - Short-Term Employees 3

ARTICLE II MANAGEMENT RIGHTS 3

 Section 1 - Rights Residing in Management 3

 Section 2 - Statutory Obligations 4

ARTICLE III UNION RIGHTS 4

 Section 1 - Union Activity During Working Hours 4

 Section 2 - Access to Premises by Union Representatives 4

 Section 3 - Time Off for Union Activities 4

 Section 4 - Union Bulletin Boards 5

 Section 5 - Information Provided to Union 5

 Section 6 - Notification of Balances 5

 Section 7 - Union Orientation 5

 Section 8 - Distribution of Union Literature 5

 Section 9 - Union Meetings on Premises 6

 Section 10 - Rate of Pay 6

ARTICLE IV SUBCONTRACTING 6

 Section 1 - General Policy 6

 Section 2 - Notice and Discussion 6

ARTICLE V NON-DISCRIMINATION 6

 Section 1 - Prohibition Against Discrimination 6

 Section 2 - Union Activity 6

 Section 3 - Equal Employment/Affirmative Action 7

ARTICLE VI DUES CHECK OFF/FAIR SHARE 7

 Section 1 - Dues Checkoff 7

 Section 2 - Fair Share 7

 Section 3 - Deduction Forms 8

ARTICLE VII WORK STOPPAGE 8

 Section 1 - Strike and Lockout Prohibited 8

 Section 2 - Union Action 9

 Section 3 - Penalties 9

ARTICLE VIII PERSONNEL FILES	9
Section 1 - Inspection	9
Section 2 - Union Access.....	9
Section 3 - Employee Rights	9
Section 4 - Review.....	9
Section 5 - Number and Location of Files.....	9
ARTICLE IX DISCIPLINE AND DISCHARGE	10
Section 1 - Definition	10
Section 2 - Just Cause.....	10
Section 3 - Manner of Discipline.....	10
Section 4 - Predisciplinary Meeting	10
Section 5 - Investigatory Interviews.....	11
Section 6 - Employee Assistance.....	11
Section 7 - Notification and measure of Disciplinary Action	11
ARTICLE X DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE.....	11
Section 1 - Definition of a Grievance.....	11
Section 2 - Dispute Resolution	12
Section 3 - Representation.....	12
Section 4 - Subject Matter	12
Section 5 - Time Limitations	12
Section 6 - Grievance Processing	12
Section 7 - Grievance Meetings.....	12
Section 8 - Steps in Procedure.....	13
ARTICLE XI SENIORITY/LAYOFF/RECALL	14
Section 1 - Probation	14
Section 2 - Definition of Seniority	14
Section 3 - Loss of Seniority	14
Section 4 - Seniority List.....	15
Section 5 - Layoffs	15
Section 6 - Order of Layoffs.....	15
Section 7 - Recalls	15
ARTICLE XII FILLING OF VACANCIES.....	15
Section 1 - Definition of a Permanent Vacancy	15
Section 2 - Creating of a Permanent Vacancy.....	16
Section 3 - Posting.....	16
Section 4 - Order of Selection	16
ARTICLE XIII HOURS OF WORK/BREAKS/OVERTIME	16
Section 1 - Week Defined.....	16
Section 2 - Pay Period	17
Section 3 - Hours of Work.....	17
Section 4 - Break Periods	17
Section 5 - Lunch Periods.....	18

Section 6 - Overtime Defined.....	18
Section 7 - Overtime Procedure.....	18
Section 8 - Compensatory Time.....	18
ARTICLE XIV VACATIONS	19
Section 1 - Vacation Leave.....	19
Section 2 - Vacation Pay	19
Section 3 - Working During Vacation.....	19
Section 4 - Vacation Requests.....	19
ARTICLE XV HOLIDAYS	20
Section 1 - Paid Holidays	20
Section 2 - Alternate Days.....	20
Section 3 - Working on Holidays	20
Section 4 - Eligibility.....	20
ARTICLE XVI SICK LEAVE	20
Section 1 - Purpose.....	20
Section 2 - Accumulation	21
Section 3 - Return to Work.....	21
Section 4 - Sick Leave Abuse.....	21
ARTICLE XVII LEAVES OF ABSENCE.....	21
Section 1 - Personal Leave	21
Section 2 - Leave to Attend a Funeral	22
Section 3 - Prohibition Against Misuse of Leaves	22
Section 4 - Family Medical Leave Act.....	22
ARTICLE XVIII UNPAID LEAVES OF ABSENCE	22
Section 1 - Criteria for Unpaid Leaves	22
Section 2 - Health Leave	23
Section 3 - Education Leave.....	23
Section 4 - Active Call to the Armed Services.....	23
Section 5 - Personal Reasons.....	23
Section 6 - Worker's Compensation	23
ARTICLE XIX WAGES	24
Section 1 - Pay Plan.....	24
Section 2 - Merit Component of Pay Plan Administration.....	24
ARTICLE XX JOB RELATED EXPENSES AND EQUIPMENT	25
Section 1 - Mileage Allowance	25
Section 2 - Equipment	25
ARTICLE XXI OTHER PAY PROVISIONS.....	25
Section 1 - Standby/On Call Pay.....	25
Section 2 - Callback Pay.....	25

ARTICLE XXII LABOR-MANAGEMENT/SAFETY & HEALTH COMMITTEE	26
Section 1 - Labor Management Conferences	26
Section 2 - Integrity of Grievance Procedure	26
Section 3 - Safety Issues	26
Section 4 - Disabling Equipment Defects.....	26
Section 5 - Union Rep Attendance	27
ARTICLE XXIII INSURANCE - PREMIUM CONTRIBUTIONS.....	27
Section 1 - Health Insurance.....	27
Section 2 - Life Insurance.....	27
Section 3 - Enrollment and Eligibility.....	27
Section 4 - Insurance Committee.....	27
Section 5 - Retirement Program (IMRF).....	28
ARTICLE XXIV MISCELLANEOUS POLICIES.....	28
Section 1 - Personnel Policies	28
Section 2A - Telephone	28
Section 2B - Dress	28
Section 2C - Driver's License	28
Section 3 - Employee Development and Training.....	29
Section 4 - Temporary Assignment	29
Section 5 - Printing of Agreement.....	29
Section 6 - Parking	29
Section 7 - Tuition Reimbursement.....	29
ARTICLE XXV JOB DESCRIPTIONS.....	30
ARTICLE XXVI PAST PRACTICE.....	30
ARTICLE XXVII RECORDS AND FORMS.....	30
Section 1 - Attendance Records.....	30
Section 2 - Notification of Absence	30
Section 3 - Records.....	30
Section 4 - Undated Forms	30
Section 5 - Incomplete Forms.....	31
ARTICLE XXVIII ENTIRE AGREEMENT/SAVINGS CLAUSE	31
Section 1 - Entire Agreement /Waiver	31
Section 2 - Savings Clause	31
ARTICLE XXIX TERMINATION.....	31
APPENDIX A DUES AUTHORIZATION FORM.....	34
APPENDIX B GRIEVANCE FORM.....	35
APPENDIX C INSURANCE MEMORANDUM OF UNDERSTANDING.....	37

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 or VI of the Illinois Constitution or a rule or order of the Supreme Court, such matter shall not proceed until a Circuit Court from another jurisdiction decides if the defense does not apply to the matter. Both parties reserve the right to appeal the decision.
- (d) No provision in this contract, which adversely affects or interferes with the Constitutional or inherent powers of the judiciary or with a rule or order of the Supreme Court may be enforced. The Union retains its full right of appeal through the Court system.
- (e) No provision of this contract may interfere with the supervision or conduct of a lawsuit by a judge. No provision in this contract which interferes with the supervision or conduct of a lawsuit by a judge may be enforced but the suspension of any such provision due to the conduct of a lawsuit by a judge shall not cause loss of wages or economic benefit to the members of the bargaining unit.
- (f) No employee may engage in a strike, work stoppage, work slowdown, or any other activity which interferes with the operation of the Circuit Court.

ARTICLE I RECOGNITION

Section 1 - Unit Recognition

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

Section 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 3rd 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 3 - Abolition or Merger of Job Classification

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

Section 4 - Integrity of the Bargaining Unit

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

Section 5 - Union Exclusivity

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

Section 6 - Department Heads

Department Heads and/or exempt employees may continue to perform bargaining unit work 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 7 - Short-Term Employees

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

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

ARTICLE II MANAGEMENT RIGHTS

Section 1 - Rights Residing in Management

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

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

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

ARTICLE III UNION RIGHTS

Section 1 - Union Activity During Working Hours

Employees shall, after 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 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 - Time Off for Union Activities

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or

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

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

Section 4 - Union Bulletin Boards

The Employer shall provide bulletin boards in the 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 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 6 - Notification of Balances

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

Section 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 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 periods or starting and quitting times creates the condition in which some employees are always working while others are not. Where distribution would consequently be disruptive of working employees it shall normally be carried out while the largest numbers of employees are on rest or meal periods or other non-working time.

Section 9 - Union Meetings on Premises

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

Section 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 1 - General Policy

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

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

Section 2 - Notice and Discussion

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

ARTICLE V NON-DISCRIMINATION

Section 1 - Prohibition Against Discrimination

Both the Employer and the Union 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 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 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

Section 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 2 - Fair Share

- (a) The Employer shall grant "Fair Share" to the Union in accordance with Section 6(e)-(g) of the Illinois Public Labor Relations Act: Employees covered by this Agreement will within thirty (30) days of their employment by the Employer either (1) become members of the Union and pay to the Union regular Union dues and fees or (2) will pay the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.
- (b) Such fair share payment by non-members shall be deducted by the Employer from the earnings of the non-member full-time employees and remitted to the Union, provided, however, that the Union shall certify to the Employer the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-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.

(f) The only obligation of the Employer is to deduct and remit the certified amounts to the Union. The Employer shall bear no obligation or liability to the Union or any employee for any action taken in an effort to discharge such 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 3 - Deduction Forms

The Union shall supply the Employer with deduction forms.

ARTICLE VII WORK STOPPAGE

Section 1 - Strike and Lockout Prohibited

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

Section 2 - Union Action

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

Section 3 - Penalties

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

ARTICLE VIII PERSONNEL FILES

Section 1 - Inspection

Upon written request by an employee, the Employer shall permit the employee to reasonably inspect his or her personnel file in as private a manner as possible under the supervision of 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 2 - Union Access

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

Section 3 - Employee Rights

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

Section 4 - Review

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

Section 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, etc.) shall be maintained as the official record in the County Clerk's office.

ARTICLE IX DISCIPLINE AND DISCHARGE

Section 1 - Definition

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include 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 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 3 - Manner of Discipline

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

Section 4 - Predisciplinary 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 informed of his contract rights to Labor Council representation and shall be entitled to such, if so requested by the employee, and the employee and Labor Council representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Labor Council Representative shall be available within twenty-four (24) hours of notification. If the employee does not request Labor Council representation, a Labor Council Representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 5 - 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 24 hours 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 6 - 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.

Section 7 - Notification and measure of Disciplinary Action

(a) In the event disciplinary action is taken against an employee, other than the issuance of an oral reprimand the Employer shall promptly furnish the employee and the Union in writing with a clear and concise statement of reasons thereof. The measure of discipline and the statement of reasons may be modified especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. But once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

(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.

ARTICLE X DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 1 - Definition of a Grievance

A grievance is defined as any unresolved difference between the Employer and the 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 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 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 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 3, Section 8 of this Article. Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to 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 4 - Subject Matter

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

Section 5 - Time Limitations

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

The Employers failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 3. Time limits may be extended by mutual agreement.

Section 6 - Grievance Processing

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

Section 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 his assigned work task and file his grievance later.

Section 8 - Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

Step 1: If no agreement is reached between the employee and the Director, as provided for in Section 2 Dispute Resolution, the Council shall prepare a written grievance on a form mutually agreed to and presented to the Chief Probation Officer and Chairman of the County Board no later than ten (10) working days after the employee was notified of the decision by the Chief Probation Officer. Within five (5) working days after the grievance has been submitted, the Chief Probation Officer and Chairman of the County Board shall meet with the grievant and the Council Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Chief Probation Officer and Chairman of the County Board shall respond in writing to the grievant and the Council Representative within five (5) working days following the meeting.

Step 2: If the grievance is not settled at Step 1 the grievance may be referred in writing, within five (5) working days after the decision of the Chief Probation officer and Chairman of the County Board, to a Committee consisting of the Chief Probation Officer and three members of the County Board designated by the County Board Chairman. Within twenty (20) working days after the grievance has been filed with the Committee the Committee shall meet with the Council and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Committee shall respond in writing to the grievant and the Council within five (5) working days following the meeting.

Step 3: If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) working days after the Committee's written decision or the expiration of the five (5) day period if the Committee fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration a representative of the Employer and the 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 arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration and the 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 1 - Probation

The probationary period for 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 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 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 4 - Seniority List

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

Section 5 - Layoffs

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

Section 6 - Order of Layoffs

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

Section 7 - Recalls

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

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

ARTICLE XII FILLING OF VACANCIES

Section 1 - Definition of a Permanent Vacancy

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

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

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

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

Section 2 - Creating of a Permanent Vacancy

A permanent vacancy in full-time or part-time positions shall be created by action of the 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 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 employee may bid on a position.

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

Section 4 - Order of Selection

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

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

ARTICLE XIII HOURS OF WORK/BREAKS/OVERTIME

Section 1 - Week Defined

The work week consists of 37.5 hours within a period of seven (7) consecutive days commencing at 12:01 a.m. on Sunday and ending at 12:00 midnight on Saturday.

- (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 may work evenings, weekends, holidays. 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 2 - Pay Period

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

Section 3 - Hours of Work

- (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. 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 37.5 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 his obligations to the Employer in the most efficient and effective way possible. Provided that this primary consideration is met, the schedule requested by the officer will presumably be granted. If the schedule is not granted, 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 4 - Break Periods

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

Section 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 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 the Supervisor except when the situation is beyond the control of the employee.

Section 7 - Overtime Procedure

Overtime shall be distributed as equally as possible among the employees who normally perform the work in the position classification in which the overtime is needed and within a work unit 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 8 - Compensatory Time

Employees in the bargaining unit who work more than thirty-seven and a half (37 1/2) hours but less than forty (40) hours per week shall earn compensatory time or cash at the rate of one (1) hour for each hour worked at the discretion of the Department Head. 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. No employee may accumulate more than twenty (20) hours compensatory time.

ARTICLE XIV VACATIONS

Section 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 either 2.885 hours per pay period for employees working a 37 1/2 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 4.327 hours per pay period for employees working a 37 1/2 hour work week.

(c) Twenty (20) working days after eleven years of service. Twenty working days of vacation, is accrued at the rate of 5.759 hours per pay period for employees working a 37 1/2 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 7.212 hours per pay period for employees working a 37 1/2 hour week.

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

Section 2 - Vacation Pay

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

Section 3 - Working During Vacation

No employee will be allowed to continue working for the Employer and receive pay for it during his vacation. The allowable vacation leave must be taken by the employee in the year it is credited subject to the operating needs of the Employer. If the Employer is unable to schedule the employee for vacation, the vacation leave may be accumulated for a period of twelve (12) months to a maximum of ten (10) days. 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 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 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 2 - Alternate Days

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

Section 3 - Working on Holidays

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

Section 4 - Eligibility

In order to receive holiday pay, an employee must work the 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 1 - Purpose

For the purpose of this Section, "sick leave" may be used for illness, disability or injury of the employee, appointments with doctors, dentists or other recognized practitioners; non-job

related injury for which the employee is under a doctor's care, quarantine because of communicable disease in the family of the employee or to cover the first three (3) days absence due to a job related injury.

Section 2 - Accumulation

(a) Bargaining unit employees will accrue sick days at the rate of one (1) day per month. Sick leave shall be taken in not less than one-half (1/2) hour increments, up to three (3) days per year may be used for illness to dependent children, spouse, mother or father, of the employee.

(b) Sick leave may be accumulated to a maximum of two hundred forty (240) working days (1800 hrs).

(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 (1170 hrs).

Section 3 - Return to Work

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

Section 4 - Sick Leave Abuse

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 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 1 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 1, must repay the Employer for one day. Employees who accrue and use three (3) personal days and terminate employment before April 1 will repay the Employer two days, or one day if they terminate employment after August 1.

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. Personal leave may not be used to extend vacations, or other leaves of absence, receive remuneration or to seek employment elsewhere.

Section 2 - Leave to Attend a Funeral

(a) If a death occurs in the immediate family of an employee, a maximum of five (5) days special leave will be allowed that employee at full pay for a spouse or child, 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, son, daughter, step-child who is a legal dependent residing in the household (five days), step-child not residing in the household and is not a legal dependent (three days only), brother, and sister.

Section 3 - Prohibition Against Misuse of Leaves

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

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

Section 4 - Family Medical Leave Act

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

ARTICLE XVIII UNPAID LEAVES OF ABSENCE

Section 1 - Criteria for Unpaid Leaves

Leaves of absence without pay may be granted for health, educational, personal, or military reserve purposes. Leaves of absence may only be granted by the Employer, who must immediately notify the 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 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 3 - Education Leave

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

Section 4 - Active Call to the Armed Services

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

Section 5 - Personal Reasons

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

Section 6 - Worker's Compensation

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

ARTICLE XIX WAGES

Section 1 - Pay Plan

Effective December 1, 2007, all employees will receive an increase of 3%. Retroactive compensation will be awarded upon the signing of the contract by the parties and will include all monies due as of that date. The following wage increases will take effect for all employees covered under this agreement:

December 1, 2007	3.00%
December 1, 2008	3.75%
December 1, 2009	3.00%
December 1, 2010	4.00%
December 1, 2011	4.00%

Section 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. 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.

Additional Stipends:

Effective December 1, 2007, the Employer will pay a stipend to those employees who are assigned the following duties:

Armed Officer \$2,000 annualized stipend each year for term of the Agreement.

Project 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.

Wage provisions of this Agreement shall be retroactive to 12/1/07 only for persons who are employed on the date of ratification.

ARTICLE XX JOB RELATED EXPENSES AND EQUIPMENT

Section 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 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 the 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 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 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 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 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 3 - Safety Issues

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

Section 4 - Disabling Equipment Defects

The Employer recognizes its obligation to provide safe equipment and vehicles to the employees. No employee shall be required to use any equipment that the Employer and the Union mutually agree 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 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 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 2 - Life Insurance

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

Section 3 - Enrollment and Eligibility

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

Section 4 - Insurance Committee

(a.) Cost Review: The County and this bargaining unit agree to participate in an Insurance Committee established County-wide to review ways to control or reduce insurance costs. The Insurance Committee may make recommendations to the County Board for changes in health care coverage that will reduce or minimize increases in health care premiums. One (1) representative from Unit A, Unit B, Unit C, FOP Probation Officers Unit, FOP Corrections Unit, FOP 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 5 - Retirement Program (IMRF)

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

ARTICLE XXIV MISCELLANEOUS POLICIES

Section 1 - Personnel Policies

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

Section 2A - Telephone

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

Section 2B - Dress

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

Section 2C - Driver's License

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

Section 3 - Employee Development and Training

The Employer and the Union recognize the advantages of training and development of 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 4 - Temporary Assignment

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

Section 5 - Printing of Agreement

The Employer shall be responsible for the copying of necessary copies of this Agreement and shall provide the Union 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 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 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.

Section 7 - Tuition Reimbursement

An employee-requested course of study may qualify for tuition and other expense reimbursement by the Employer. The course or program of study must be determined by the Department Head to be job-related, be approved in advance by the Department Head and the Director of Court Services and be offered by an accredited educational institution. Upon submission of paid bills and evidence of the grade, reimbursement will be made for tuition, books, and lab fees according to the following schedule:

Grade	Reimbursement
A	100%
B	75%

Grades below B shall receive no reimbursement.

An employee may take up to two courses per semester. The maximum tuition amount of reimbursement will be the in-State tuition amount prevailing at a public educational institution in Illinois, but no more than what was actually paid by the employee. There is no reimbursement for courses taken on a pass/fail basis.

Effective December 1, 2004, tuition reimbursement is temporarily suspended, except that employees who are enrolled in courses in the Fall Semester of 2004 will be reimbursed through the completion of their currently enrolled course. If this Section is re-instituted, open enrollment will be available for any bargaining unit member.

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 PAST PRACTICE

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

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

ARTICLE XXVII RECORDS AND FORMS

Section 1 - Attendance Records

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

Section 2 - Notification of Absence

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

Section 3 - Records

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

Section 4 - Undated Forms

No supervisor or other person in a position of authority shall demand or request an

employee to sign an undated resignation or any blank form. No employee shall be required to sign such a form. Any such demand shall entitle the employee to immediately appeal through the grievance procedure.

Section 5 - Incomplete Forms

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

ARTICLE XXVIII ENTIRE AGREEMENT/SAVINGS CLAUSE

Section 1 - Entire Agreement /Waiver

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

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

Section 2 - Savings Clause

If any Article or Section of this Agreement or any addenda thereto shall be held invalid by operation of law or by 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, 2007, and shall remain in full force and effect until the 30th day of November, 2012. 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.

March IN WITNESS WHEREOF, the parties hereto have set their hands this 2 of
~~February~~ 2009, in Pekin, Illinois, executing eight duplicate original copies.

FOR THE UNION:

Vincent G. Smith

[Signature]

Michael J. Sensus

Jared [Signature]

Dawson [Signature]

[Signature]

FOR THE EMPLOYER:

[Signature]

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 to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.)

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____

Employment Start Date: _____

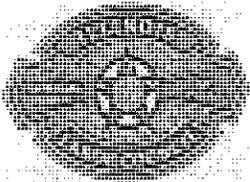
Title: _____

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 Sections(s) of Contract violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP ONE 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 STEP TWO RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge No. / Year / Grievance No.

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP FOUR 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 Administrator

Date: 11/14/08

FOP Lodge 98-8—PROBATION

By: Mark R. B.

Its: Field Representative

Date: 10-29-08

COMMITTEE REPORT

Motion by Member Vanderheydt second by Member Stanford to approve Resolution #15. Carried by Voice Vote. Nay: by Member D. Grimm.

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:

Carol Ann _____

Lucas E. Hobbs _____

John D. [unclear] _____

Joseph Bernardi _____

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to award the contract to Jost/Becker/Jost Architects for architectural services; and

WHEREAS, Jost/Becker/Jost Architects agrees to carry out the services per the terms in the contract attached for the 1st floor of the Tazewell Building; and

WHEREAS, the quote from Jost/Becker/Jost Architects for architectural services is at a not to exceed fee of \$23,500 with an estimate of reimbursables at a cost of \$600.

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

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

PASSED THIS 25TH DAY OF FEBRUARY, 2009.

ATTEST:

Christie A Webb
Tazewell County Clerk

[Signature]
Tazewell County Board Chairman

15



AIA Document B151

Abbreviated Form of Agreement Between Owner and Architect

for Construction Projects of Limited Scope

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

AGREEMENT

made as of the 24th day of DECEMBER in the year of
~~Nineteen Hundred and~~ TWO THOUSAND EIGHT

BETWEEN the Owner: TAZEWELL COUNTY
(Name and address)

and the Architect: JUST/BECKER/JOST-ARCHITECTS
(Name and address) 349 SOUTH FOURTH STREET
PEKIN, ILLINOIS 61554

For the following Project:
(Include detailed description of Project, location, address and scope.)

SEE "PROJECT DESCRIPTION" ATTACHMENT.

The Owner and Architect agree as set forth below.

Copyright 1974, 1978, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006.
Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1. The Architect's Basic Services consist of those described under the three phases identified below, any other services identified in Article 12, and include normal structural, mechanical and electrical engineering services.

2.2 DESIGN PHASE

2.2.1 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.2 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Design Documents consisting of drawings and other documents appropriate for the Project, and shall submit to the Owner a preliminary estimate of Construction Cost.

2.3 CONSTRUCTION DOCUMENTS PHASE

2.3.1 Based on the approved Design Documents, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project and shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost.

2.3.2 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.3.3 Unless provided in Article 12, the Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

ADDITIONAL SERVICES: (SEE ARTICLE 3) 2.4 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.4.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work, unless extended under the terms of Subparagraph 10.2.3.

2.4.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

2.4.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.

2.4.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction.

2.4.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. (*More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.*)

2.4.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.4.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.4.8 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.4.9 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.4.5 and on the

data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.4.10 The Architect shall have authority to reject Work which does not conform to the Contract Documents and will have authority to require additional inspection or testing of the Work whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents.

2.4.11 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.4.12 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if authorized or confirmed in writing by the Owner as provided in Paragraphs 3.1 and 3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.4.13 The Architect shall conduct inspections to determine the dates of Substantial Completion and final completion and shall issue a final Certificate for Payment.

2.4.14 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

ARTICLE 3

ADDITIONAL SERVICES

3.1 Additional Services shall be provided if authorized or confirmed in writing by the Owner or if included in Article 12, and

they shall be paid for by the Owner as provided in this Agreement. Such Additional Services shall include, in addition to those described in Paragraphs 3.2 and 3.3, budget analysis, financial feasibility studies, planning surveys, environmental studies, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed Construction Cost estimates, quantity surveys, interior design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, and any other services not otherwise included in this Agreement under Basic Services or not customarily furnished in accordance with generally accepted architectural practice.

3.2 If more extensive representation at the site than is described in Subparagraph 2.4.5 is required, such additional project representation shall be provided and paid for as set forth in Articles 11 and 12.

3.3 As an Additional Service in connection with Change Orders and Construction Change Directives, the Architect shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposals, and provide any other services made necessary by such Change Orders and Construction Change Directives.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information, including a program which shall set forth the Owner's objectives, schedule, constraints, budget with reasonable contingencies, and criteria.

4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site and the services of geotechnical engineers or other consultants when such services are requested by the Architect.

4.3 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.4 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by the Owner.

4.5 The foregoing services, information, surveys and reports shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.6 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.7 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution.

ARTICLE 5
CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 It is recognized that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless a fixed limit has been agreed upon in writing and signed by the parties hereto. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 Any Project budget or fixed limit of Construction Cost may be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.4 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6
**USE OF ARCHITECT'S DRAWINGS,
SPECIFICATIONS AND OTHER DOCUMENTS**

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project, and the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

REFER TO ARTICLE 12.1 "MEDIATION"

ARTICLE 7
ARBITRATION

~~**7.1** Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~**7.2** In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.~~

~~**7.3** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

ARTICLE 8
TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party

fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Con-

ditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 10

PAYMENTS TO THE ARCHITECT

~~10.1 DIRECT PERSONNEL EXPENSE~~

~~10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.~~

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses include expenses incurred by the Architect in the interest of the Project for:

- ~~1 expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;~~
- ~~2 long distance communications;~~
- 3 fees paid for securing approval of authorities having jurisdiction over the Project;
- 4 reproductions;
- 5 postage and handling of Drawings and Specifications;
- ~~6 expense of overtime work requiring higher than regular rates, if authorized by the Owner;~~
- ~~7 renderings and models requested by the Owner;~~
- 8 expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants; and
- 9 expense of computer-aided design and drafting equipment time when used in connection with the Project.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

~~10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.~~

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

~~10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set~~

~~forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.~~

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of sums withheld from payments to contractors.

ARTICLE 11

BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT OF

shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

Dollars (\$ **0.00**)

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 a: part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

SEE "BASIS OF COMPENSATION" ATTACHMENT

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(Insert additional phases as appropriate.)

NOT APPLICABLE

Design Phase:	percent (%)
Construction Documents Phase:	percent (%)
Construction Phase:	percent (%)
Total Basic Compensation:	one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

SEE "BASIC COMPENSATION" ATTACHMENT

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT provided under Article 3 or identified in Article 12, compensation shall be computed as follows:

(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

SEE "BASIC COMPENSATION" ATTACHMENT

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Article 3 or identified in Article 12 as part of Additional Services, a multiple of **one and one tenth** (**1.1**) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of **one and one half** (**1.5**) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within **twelve** (**12**) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable **30** days from the date of the Architect's invoice. Amounts unpaid **60** days after invoice date shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert any rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

ARTICLE 12
OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

12.1 MEDIATION

12.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

12.1.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

12.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

12.2 LIMITATION OF LIABILITY

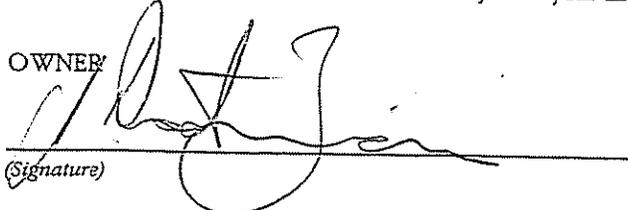
12.2.1 To the maximum extent permitted by law, the Client agrees to limit the Design Professional's liability for the Client's damages to the sum of \$50,000.00 or the Design Professional's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

12.3 HAZARDOUS MATERIALS

12.3.1 It is acknowledged by both parties that the Design Professional's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Design Professional or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the Design Professional's services, the Design Professional may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations.

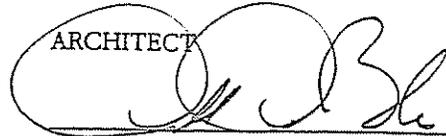
This Agreement entered into as of the day and year first written above.

OWNER


(Signature)

(Printed name and title)

ARCHITECT


(Signature)


(Printed name and title)

ATTACHMENT TO ABBREVIATED FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT DATED DECEMBER 24, 2008.

PROJECT DESCRIPTION:

PROJECT NO. 1 - Second Floor Remodeling at the McKenzie Building, 11 South Fourth Street, Pekin, Illinois. Work to include removal of existing interior partition in West side office area, and construction of new interior partition to create new office in North West corner of the Second Floor. Work to include all electrical work required by demolition of existing partition and installation of light switching and power and data outlets in new partition.

PROJECT NO. 2 - First Floor Remodeling at the Tazewell Building, 414 Court Street, Pekin, Illinois. Building consists of a one story East wing, two story center core, and one story West wing. Description of work for each area is as follows:

East Wing:

- a. Opening closed opening between this wing and center core.

Center Core:

- a. Remove existing counters and install new counters to reduce size of Reception area. Install new flooring. Install electrical and data outlets.
- b. Install new interior partition in front of existing vaults. Partition to contain electrical and data outlets.
- c. Construct new interior partitions to create a Truancy Office at the South wall of the existing stair enclosure. All required lighting, electrical and data outlets to be installed.
- d. Construct new interior partition to create Testing Rooms along East wall of core. All required lighting, electrical and data outlets to be installed.
- e. Investigate to determine if toilet located in South East corner can be remodeled for a handicapped accessible Men's toilet.
- f. Fur out West wall of core and install new electrical and data outlets.

- g. Construct Entrance Vestibule to allow separate entrance into office located in North West corner of core and office located at North wall of West wing. Work includes modifications to lighting and switching.
- h. All existing carpeting to be removed and new carpeting installed.
- i. All existing suspended ceiling grid to receive new lay-in tile panels.
- j. Existing roof mounted HVAC unit to be removed and replaced.

West Wing:

- a. Remodel existing toilet for a handicapped accessible Women's toilet.
- b. Open room at South end of wing shall be sub-divided with new interior partitions to create three equal office spaces. Areas to receive new suspended acoustical tile ceiling system. Work to include removal of existing HVAC unit at North end of this area, and new lighting, switching and electrical and data outlets.
- c. Wing to receive new flooring.
- d. Existing suspended ceiling grid to receive new lay-in tile panels.

PROJECT NO. 3 - Reroofing Work at the Tazewell Building, 414 Court Street, Pekin, Illinois.

- a. Work to include the installation of insulation board over existing smooth surfaced built-up roof and a single ply sheet roofing over the new insulation.
- b. Work to include all required removal of existing roof mounted equipment to allow roofing work and the reinstallation of this equipment, along with new curbs where required.

ARTICLE 11 - BASIS OF COMPENSATION

A. Method of Compensation:

1. Basic Services:

Compensation for the Design Phase Construction Documents Phase shall be based on hourly rates and multipliers, with a not-to-exceed fee.

Architect's fee based on the following hourly rates:

Principal (Darrell D. Becker).....\$110.00/Hour
Secretary.....\$45.00/Hour

Services of Consultants to the Architect (Engineering Services for Mechanical and Electrical Work) shall be billed at a multiple of one and one tenth (1.1) times the amount billed the Architect.

PROPOSED NOT-TO-EXCEED FEES:

PROJECT NO. 1 - Second Floor Remodeling at the McKenzie Building,
11 South Fourth Street, Pekin, Illinois.

NOT-TO-EXCEED FEE.....\$4,800.00

PROJECT NO. 2 - First Floor Remodeling at the Tazewell Building,
414 Court Street, Pekin, Illinois.

NOT-TO-EXCEED FEE.....\$23,500.00 ✓

PROJECT NO. 3 - Reroofing Work at the Tazewell Building,
414 Court Street, Pekin, Illinois.

NOT-TO-EXCEED FEE.....\$3,750.00 ✓

Not-To-Exceed Fee if Architect awarded all three projects, with the understanding that each project will be bid separately.

NOT-TO-EXCEED FEE.....\$31,410.00

Reimbursable Expenses for the reproduction of Specifications and Drawings shall be billed at a multiple of one and one-half (1.5) times the cost to the Architect. Estimated Reimbursable Expenses for each project are as follows:

Project No. 1 - Second Floor Remodeling -
McKenzie Building.....\$250.00

Project No. 2 - First Floor Remodeling,
Tazewell Building.....\$600.00

Project No. 3 - Reroofing, Tazewell Building.....\$200.00

2. Additional Services are services described in article 2.4 of this Agreement, or any other services not listed in this Agreement. These services shall only be performed when directed by the Owner's representative. Compensation shall be based on hourly rates and multipliers as enumerated under Basic Services.

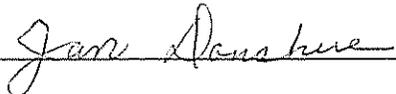
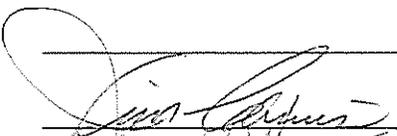
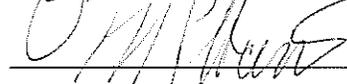
Motion by Member Ackerman, second by Member Crawford to reconsider the consent agenda pulling Resolutions #18 and #19. Carried by Voice Vote.

COMMITTEE REPORT

Motion by Member Neuhauser second by Member Stanford to approve Resolution #17. Carried by Voice Vote.

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 authorize the County's Workers' Compensation Insurance contract effective February 28, 2009; and

WHEREAS, it is recommended that the County Board authorize Safety National as its Excess Workers' Compensation Insurance carrier with a \$500,000 specific stop loss at a cost of \$26,976; and

WHEREAS, it is recommended that the County Board renew its contract with Gallagher Bassett for Workers' Compensation Third Party Administration Services for a minimum fee of \$20,000; and

WHEREAS, the County's Risk Management Committee recommends to the County Board to authorize the Board Chairman or the County Administrator to sign and execute the contract.

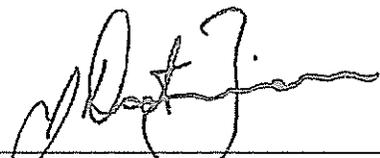
THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

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

PASSED THIS 25TH DAY OF FEBRUARY, 2009.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

17



**TAZWELL COUNTY
LIFE OF PARTNERSHIP - DEPOSIT
COSTS AND TERMS
Effective Date: 02/28/2009 THRU 02/28/2010**

NEW CLAIMS

Service	#of Claimants	Per Claimant Fee	Life of Partnership
Workers Compensation			
Medical Only	12	\$177	\$2,124
Indemnity	9	\$1,084	\$9,756
Total Workers Compensation	21		\$11,880
Ancillary Services			
Administration			\$3,640
Data Management			Included
Account Management (Designated)			Included
risxfacs.com - 1 User			Included
Claim Reporting			Included
Risk Control Consulting Services			\$4,480
Electronic Incident	0	\$60	\$0
			\$8,120
Optional Services			
risxfacs.com - Additional Users -Full	0	\$2,195	\$0
risxfacs.com - Additional Users -Inquiry	0	\$1,095	\$0
Additional Services	0	\$0	\$0
California Claims Handled in NV or AZ	0	\$0	\$0
Total:	0		\$0
Grand Total:			\$20,000

***The above fees are subject to a GB minimum of \$20,000

This material is the proprietary, confidential property of Gallagher Bassett Services, Inc. It has been provided to you for the sole purpose of considering a quote for claims administration services. It is not to be duplicated or shared in any form with anyone other than the individuals of such prospective client that have a business need to know the information. It must be destroyed or returned to Gallagher Bassett Services, Inc. after its intended use.

Gallagher Bassett Services, Inc. will not pay a fee, commission, or rebate to any party for the privilege of presenting our proposal or in order to secure the awarding of any program to Gallagher Bassett Services.

01/09



**TAZWELL COUNTY
LIFE OF PARTNERSHIP - DEPOSIT
COSTS AND TERMS
Effective Date: 02/28/2009 THRU 02/28/2010**

TERMS & CONDITIONS

- (1) Claim deposits will be reviewed semi annually and audited at the 18th, 24th, 36th and 48th month.
 - (2) Claims will be handled for the life of the partnership with no additional per claim fees. If you should decide to non-renew or stop using GB in a specific state, the existing open files can be handled in one of three ways.
 - ▶ Gallagher Bassett would continue to handle the open files at our prevailing rates fee per year per open file.
 - ▶ Gallagher Bassett would continue to handle the open files on a Time and Expense basis.
 - ▶ Gallagher Bassett would return the files to the client (contingent upon Carrier approval) at the client's expense.
- Note: There will be additional charges for ongoing Data Management (RISX-FACS®), risxfacs.com users, Administration, Banking fees and monthly reports for as long as GB handles claims.*
- (3) Data Management includes the following:
 - ▶ New Claim Setup
 - ▶ Historical Claims
 - ▶ Monthly Report by Email or the Website
 - ▶ Carrier Report Package by Email or Website
 - (4) Account Administration includes the following:
 - ▶ Designated Account Manager
 - ▶ Detailed Status Reports @\$50,000
 - ▶ Settlement Authority @\$25,000
 - ▶ Banking Administration (SIMMS) - Provided Loss Fund is Properly Funded
 - ▶ Two Claim Reviews a Year or One Audit
 - ▶ Reserve Alerts @ \$10,000 and subsequent \$5,000 changes
 - ▶ Acknowledgement Letter
 - (5) Claim Reporting
 - ▶ ClaimLine - Telephonic 800# reporting
 - ▶ Web Reporting - First reports via the web
 - ▶ e-Fax - Fax reporting (WC only)
 - (6) *risxfacs.com*: Standard internet browser access to Gallagher Bassett claim database
 - (7) Billing and Payment Terms: Fees will be billed on an agreed upon interval (monthly, quarterly) during the calendar year. Fees are payable upon receipt of the invoice. Gallagher Bassett reserves the right to charge 1% per month, or the maximum legal rate, on balances unpaid after 30 days.
 - (8) Pricing is based on using GB Managed Care for Bill Review, PPO and UR.
 - (9) Any Property Loss involving Ten (10) or more buildings as a result of a single event (i.e. hurricane, tornado, flood, earthquake, etc.), will be billed on a Time & Expense basis, and paid as an allocated claim expense against the claim file, including outside adjusting expense.
 - (10) Material Change - GB reserves the right to modify its fees if:
 - ▶ It is determined that the historical data upon which GB's fees and service charges developed were based upon erroneous, obsolete or insufficient information, or that a change in CLIENT's business will materially change the nature and/or volume of its business or claims as contemplated at the inception of the Agreement.
 - ▶ During the term of the Agreement, legislative and/or regulatory requirements materially impact or change the scope of GB's services or responsibilities.

This material is the proprietary, confidential property of Gallagher Bassett Services, Inc. It has been provided to you for the sole purpose of considering a quote for claims administration services. It is not to be duplicated or shared in any form with anyone other than the individuals of such prospective client that have a business need to know the information. It must be destroyed or returned to Gallagher Bassett Services, Inc. after its intended use.

Gallagher Bassett Services, Inc. will not pay a fee, commission, or rebate to any party for the privilege of presenting our proposal or in order to secure the awarding of any program to Gallagher Bassett Services. 2



**TAZWELL COUNTY
LIFE OF PARTNERSHIP - DEPOSIT
COSTS AND TERMS
Effective Date: 02/28/2009 THRU 02/28/2010
TERMS & CONDITIONS (page 2)**

Claim Charges:

The claim charge is applicable per claimant per line of coverage.

Example: A client during working hours is involved in an automobile accident with another vehicle with two occupants. Both occupants were injured, both cars were damaged and our client was injured.

The claims handling charges (example only) will be:

Claimant #1 - Auto Liability Bodily Injury	\$738
Claimant #2 - Auto Liability Bodily Injury	738
Claimant Owner - Auto Liability Property Damage	376
Client – Workers' Compensation	761
Client – Auto Physical Damage	300
	\$2,913

The total GB fee for this one occurrence is \$2,913 to adjust the accident. Specific claim charges by claimant by line of coverage is normal practice in our industry.

Allocated Expenses: Shall be your responsibility and shall include, but not be limited to:

- | | |
|---|--|
| <ul style="list-style-type: none"> ▶ Legal Fees ▶ Professional Photographs ▶ Extraordinary costs for witness statements ▶ Medical records ▶ Experts' rehabilitation costs ▶ Fees for service of process ▶ Architects, contractors ▶ Engineer ▶ Police, fire, coroner, weather, or other such ▶ Property damage appraisals ▶ Sub rosa investigation ▶ Official documents and transcripts ▶ Pre- and post-judgment interest paid ▶ Subrogation at 15% of gross recovery ▶ Managed Care | <ul style="list-style-type: none"> ▶ Medical Examinations ▶ Extraordinary Travel made at client's request ▶ Court reports ▶ Accident reconstruction ▶ Chemist ▶ Collection cost payable to third parties on subrogation ▶ Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the client ▶ Outside Investigation ▶ Index Bureau Reporting |
|---|--|

Managed Care: Managed Care services may include, but are not limited to:

- | | |
|---|---|
| <ul style="list-style-type: none"> ▶ Preferred provider organization networks ▶ Automated state fee scheduling ▶ Medical case management and vocational rehabilitation network | <ul style="list-style-type: none"> ▶ Utilization review services ▶ Light duty/return-to-work programs ▶ Prospective injury management services ▶ Hospital bill audit services |
|---|---|

This material is the proprietary, confidential property of Gallagher Bassett Services, Inc. It has been provided to you for the sole purpose of considering a quote for claims administration services. It is not to be replicated or shared in any form with anyone other than the individuals of such prospective client that have a business need to know the information. It must be destroyed or returned to Gallagher Bassett Services, Inc. after its intended use.

Gallagher Bassett Services, Inc. will not pay a fee, commission, or rebate to any party for the privilege of presenting our proposal or in order to secure the awarding of any program to Gallagher Bassett Services.



**TAZWELL COUNTY
LIFE OF PARTNERSHIP - DEPOSIT
COSTS AND TERMS
Effective Date: 02/28/2009 THRU 02/28/2010**

DEFINITIONS

Workers Compensation - Medical Only Claims

Evaluate and adjudicate work-related claims involving medical treatment only. Claims will be adjudicated according to statutory state requirements and corporate guidelines. The guidelines anticipate:

- ▶ No payments for indemnity and vocational rehab.
- ▶ Payments on claims do not exceed \$2,500
- ▶ Claim is not contested or in suit.

Services provided beyond the guidelines stated above will be considered indemnity cases and will be on a contract basis only.

Workers Compensation - Indemnity Claims

Investigate, evaluate and adjudicate work-related claims involving disability and/or payment of medical and other expenses. Claims will be adjudicated according to statutory state requirements and corporate guidelines.

Incident - Electronic and Manual

An Incident is a loss reported electronically through ClaimLine and/or the Web, or set up manually at the branch. GB will review the Incident and make a courtesy call [if necessary] to determine if it is a claim or Incident. GB will have full discretion in the determination and handling of these Incidents and/or their conversion into claim status.

Liability Claims

Investigate, evaluate and adjudicate all third-party claims for which you may be legally obligated. Third-party claims will be managed and administered in accordance with our product guidelines.

Property Claims

Investigate, evaluate and adjudicate all first-party claims which you report involving damage or loss of real or personal property. First-party claims will be managed and administered in accordance with our product guidelines.

This material is the proprietary, confidential property of Gallagher Bassett Services, Inc. It has been provided to you for the sole purpose of considering a quote for claims administration services. It is not to be duplicated or shared in any form with anyone other than the individuals of such prospective client that have a business need to know the information. It must be destroyed or returned to Gallagher Bassett Services, Inc. after its intended use.

Gallagher Bassett Services, Inc. will not pay a fee, commission, or rebate to any party for the privilege of presenting our proposal or in order to secure the awarding of any program to Gallagher Bassett Services.



TAZWELL COUNTY
LIFE OF PARTNERSHIP - DEPOSIT
COSTS AND TERMS
 Effective Date: 02/28/2009 THRU 02/28/2010
GB MANAGED CARE SERVICES

COSTS AND TERMS	Charges
Bill Review (FS/UCR)	\$9.50 per bill
Enhanced Bill Review Savings	No charge
PPO Hospital and Outpatient Care Networks (OCN)	30% of savings after bill review reductions
Specialty Networks (MedRisk)	30% of savings after bill review reductions
Provider Out of Network Program	35% of savings after bill review reductions
Telephonic Case Management	\$75 Medical Triage \$260 per Indemnity claim (1st 30 days) \$210 per claim (2nd 30 days) After 60 days or Catastrophic - at prevailing FCM Rate \$130 per medical only claim
Hospital Certification Program	\$120 for hospital inpatient precertification \$105 for hospital inpatient continued stay review
Utilization Review Program	\$105 for outpatient precertification \$105 for outpatient continued review
Physician Review/Peer Review	\$270 per review
Task Based Field Case Management	
• Task 1: One Visit Task	\$530 per assignment
• Task 2: Two Visit Task	\$705 per assignment
• Task 3: Labor Market Survey	\$635 per assignment
• Task 4: Vocational Assessment	\$590 per assignment
• Task 5: Home Visit	\$660 (\$730 in CA) per assignment
Medical Case Management and Vocational Rehabilitation - Hourly	\$92 per hour plus expenses \$103 per hour - AK, CA, HI, NY
Priority Care - 365	\$90 per call
Texas HCN (optional)	11% of Total Savings
West Virginia MCO (optional)	\$55 per claim plus above rates
MCO - All other states	Price varies by state
PPO Retail Pharmaceutical Network	Cost of prescriptions - No charge for Bill Review or PPO
Wholesale Prescriptions and Medical Equipment Program	Cost of prescriptions and medical equipment - Not charge for Bill Review or PPO
Dental Review Program (Nadent)	Charged on a per review basis
OSHA Reporting	\$4,500 per year (includes set-up, OSHA access & unlimited OSHA logs and summaries)

This material is the proprietary, confidential property of Gallagher Bassett Services, Inc. It has been provided to you for the sole purpose of considering a quote for claims administration services. It is not to be duplicated or shared in any form with anyone other than the individuals of such prospective client that have a business need to know the information. It must be destroyed or returned to Gallagher Bassett Services, Inc. after its intended use.

If another preferred managed care vendor other than Gallagher Bassett Managed Care Services, Inc. is utilized, an administrative fee may apply in exchange for bona fide administrative services. The administrative services may include, but not be limited to overhead costs for the oversight and management of Managed Care vendors which includes the development and oversight of quality standards, development and maintenance of EDI interfaces and reports, monitoring of Managed Care vendor performance, and ensuring proper mandatory state compliance and reporting.

Gallagher Bassett Services, Inc. will not pay a fee, commission, or rebate to any party for the privilege of presenting our proposal or in order to secure the awarding of any program to Gallagher Bassett Services.

SAFETY NATIONAL CASUALTY CORPORATION
1832 SCHUETZ ROAD
ST. LOUIS, MO 63146

PHONE # (314)995-5300

FAX # (314) 995-3843

TO:	WELLS FARGO INSURANCE SERVICES OF ILLINOIS INC. (IL)	ATTN:	WALLY MCCOLLOCH
PHONE:	(309) 454-6900	FAX:	(309) 452-5061
FROM:	Don Bedford	DATE:	January 22, 2009

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Name of Risk: TAZEWELL COUNTY(IL)	
Effective Date: 02/28/2009	Expiration Date of Quote: 03/01/2009
Account: 6017541 Policy No. AGC 2D71 IL	
	Specific & Aggregate Excess

Contract Terms	1	2
Estimated Annual Payroll	\$ 20,716,485	\$ 20,716,485
Estimated Annual Manual Premium	\$ 405,648	\$ 405,648
SNCC Experience Modification	1.000	1.000
Term, Years	1	1
Term Standard Premium	\$ 405,648	\$ 405,648
Loss Fund Percentage	295.00 %	300.00 %
Estimated Loss Fund	\$ 1,196,662	\$ 1,216,944
Minimum Term Loss Fund	\$ 1,150,000	\$ 1,200,000
Aggregate Excess Limit	\$ 1,000,000	\$ 1,000,000
Specific Excess Limit	Statutory	Statutory
SIR/Loss Limitation	\$ 500,000	\$ 550,000
Employers Liability Limit	\$ 1,000,000	\$ 1,000,000
Premium Rate	6.65%	5.25%
Deposit Premium	\$ 26,976	\$ 21,297
Term Minimum Premium	\$ 26,976	\$ 21,297
Commission %	0.0%	0.0%

Wells Fargo Insurance Services Confidential.
© 2009 Wells Fargo Insurance Services.
All rights reserved.

CLIENT AUTHORIZATION TO BIND COVERAGE

TO: WELLS FARGO INSURANCE SERVICES
PO BOX 4016
CHAMPAIGN, IL 61824-4016

RE: Tazewell County

PLEASE CHECK ONE:

After careful review of your proposal dated 02/28/09, we have decided to accept your proposal as presented.

SAFETY NATIONAL WORKERS COMPENSATION SIR WILL REMAIN AT \$500,000 (OPTION #1)

After careful review of your proposal dated 02/28/09, we have decided to accept your proposal with the following changes:

Please have binder(s) and your invoice(s) prepared for the agreed-upon coverage.

x *David A. Jones*
Client Signature

x *February 27, 2009*
Date

PLEASE PROVIDE INFORMATION ON:

Personal Insurance

Group Insurance

Financial Planning

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only. This is a quotation of coverage only. It is not a binder. This proposal does not amend or alter the insurance contract

Wells Fargo Insurance Services Confidential. © 2009 Wells Fargo Insurance Services. All rights reserved..

SAFETY NATIONAL CASUALTY CORPORATION
1832 SCHUETZ ROAD
ST. LOUIS, MO 63146

PHONE # (314)995-5300

FAX # (314) 995-3843

TO:	WELLS FARGO INSURANCE SERVICES OF ILLINOIS INC. (IL)	ATTN:	WALLY MCCOLLOCH
PHONE:	(309) 454-6900	FAX:	(309) 452-5061
FROM:	Don Bedford	DATE:	January 22, 2009

EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Endorsements:

ILLINOIS CANCELLATION ENDORSEMENT (NON-PAYMENT OF PREMIUM)

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE

ILLINOIS MANDATORY ENDORSEMENT(S)

Contingencies:

The quote is subject to the following:

1. Details regarding group employee transportation indicated in question 13C. of the SNCC excess application.
2. Detailed vehicle listing or completion of SNCC vehicle supplement.
3. This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended, terrorism losses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 85% of covered terrorism losses exceeding a deductible paid by us. The Act contains \$100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%

Comments:

INCLUDED IN OUR QUOTE ARE THE RESOURCES OF THE BEST DOCTORS CATCARE PROGRAM, WHICH PROVIDES IN-DEPTH CASE REVIEW BY WORLD-RENOWNED DOCTORS.

SPECIFIC EXCESS AND AGGREGATE EXCESS
WORKERS' COMPENSATION AND
EMPLOYERS' LIABILITY INSURANCE AGREEMENT

SAFETY NATIONAL CASUALTY CORPORATION
ST. LOUIS, MISSOURI

(Hereinafter called the CORPORATION)

In consideration of the payment of premium and subject to all the terms of this Agreement, hereby agrees with the EMPLOYER named in the Declarations (hereinafter called the EMPLOYER), as follows:

A. Coverage of Agreement

This Agreement applies only to Loss sustained by the EMPLOYER because of liability imposed upon the EMPLOYER by the Workers' Compensation or Employers' Liability Laws of:

- (1) the State(s) designated in the Declarations, or
- (2) other State(s), provided that the Loss shall not be greater than it would have been had liability been imposed by the State(s) specified in the Declarations,

on account of bodily injury by accident or bodily injury by occupational disease due to Occurrences taking place within the Liability Period to Employees of the EMPLOYER engaged in the business operations specified in the Declarations and all other operations necessary, incidental, or appurtenant thereto. Bodily injury includes resulting death.

The inclusion of more than one EMPLOYER in the Declarations shall not increase the EMPLOYER's Self-Insured Retention nor the CORPORATION's Maximum Limit of Indemnity.

The insurance afforded by this Agreement applies to operations in the State(s) specified in the Declarations, including, however, incidental operations conducted by Employees who are regularly engaged in operations in the specified State(s), but who may be temporarily outside the specified State(s).

B. Insurance Under This Agreement

(1) Specific Excess Insurance

With respect to each Occurrence taking place within a Liability Period, the EMPLOYER shall retain as its own Loss, as defined below, the amount specified in Item 7 of the Declarations, and the CORPORATION agrees to reimburse the EMPLOYER only for such Loss in excess of such Self-Insured Retention, subject to the Maximum Limit of Indemnity Per Occurrence, or the Employers' Liability Maximum Limit of Indemnity Per Occurrence, whichever is applicable, as specified in Item 8 of the Declarations. The separate Employers' Liability Maximum Limit of Indemnity Per Occurrence shall not operate, in any case, to increase the total amount the CORPORATION agrees to reimburse the EMPLOYER for Loss per any one Occurrence as per Item 8(a) of the Declarations.

(2) Aggregate Excess Insurance

The CORPORATION further agrees to indemnify the EMPLOYER for Loss on account of all Occurrences taking place within such Liability Period (but excluding Loss per Occurrence in excess of the amount specified in Item 7 of the Declarations as the EMPLOYER's Self-Insured Retention under Section B(1)) which is in excess of an aggregate amount, hereinafter called the Loss Fund, determined for each Liability Period as provided below, subject to the Maximum Limit of Indemnity as specified in Item 11 of the Declarations.

C. Definitions

- (1) "Loss" – shall mean actual payments, less recoveries, legally made by the EMPLOYER to Employees and their dependents in satisfaction of: (a) statutory benefits, (b) settlements of suits and claims, and (c) awards and judgments. Loss shall also include Claim Expenses, paid by the EMPLOYER, as defined in Paragraph (2) of this Section. The term Loss shall not include the items specifically excluded by Paragraph (3) of this Section.
- (2) "Claim Expenses" – shall mean court costs, interest upon awards and judgments and the reasonable allocated costs of investigation, adjustment, defense, and appeal, including pension or appeal bond costs (provided that the prosecution of such appeal and/or the posting of such pension or appeal bond is approved by the CORPORATION) of claims, suits or other proceedings brought against the EMPLOYER under the Workers' Compensation or Employers' Liability Laws of the State(s) designated in the Declarations, or other State(s), as provided in Section A, even though such claims, suits, proceedings or demands are wholly groundless, false or fraudulent. Claim Expenses shall not include fees to the EMPLOYER's Service Company.
- (3) "Exclusions from Loss" – shall refer to the following amounts paid by the EMPLOYER, and specifically excluded from the term Loss:
 - (a) Salaries, wages, and remuneration provided to Employees;
 - (b) Fees to the EMPLOYER's Service Company and/or costs of self-administration of claims;
 - (c) Punitive or exemplary damages as they relate to claims made under the Employers' Liability cover-

age provided by this Agreement;

- (d) Fines or penalties assessed against the EMPLOYER for any violation by the EMPLOYER, or its representative(s), of any statute or regulation, unless the fines or penalties result from a reasonable dispute as to Workers' Compensation benefits owed by the EMPLOYER;
 - (e) Assessments and taxes made upon the EMPLOYER as self-insurer whether imposed by statute, regulation, or otherwise;
 - (f) Any amounts required to be paid by the EMPLOYER because of:
 - 1) Serious and willful misconduct of the EMPLOYER, including intentional torts and intentional acts or omissions resulting in injury, acts or omissions taken with reckless disregard of the possible occurrence of an injury or acts or omissions taken that are substantially certain to result in injury, regardless of whether or not said actions may be classified in the State(s) as intentional torts,
 - 2) Coercion, criticism, demotion, evaluation, re-assignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any Employee and/or related personnel practices, policies, acts or omissions by the EMPLOYER,
 - 3) Knowingly employing an Employee in violation of law,
 - 4) Rejection by the EMPLOYER of any Workers' Compensation Law,
 - 5) Failure to comply with any health, safety, or notification law or regulation,
 - (g) Loss voluntarily assumed by the EMPLOYER under any contract or agreement, whether express or implied;
 - (h) Loss for which the EMPLOYER carries a full coverage Workers' Compensation and Employers' Liability policy; and
 - (i) Any amount owed by the EMPLOYER pursuant to provision of any law that provides non-occupational disability benefits.
- (4) "Loss Fund" – shall be the greater of: (a) the product of the Loss Fund Percentage, as stated in Item 9 of the Declarations and the Manual or Standard Premium, whichever is applicable, as stated in Item 6 of the Declarations, or (b) the Minimum Loss Fund specified in Item 10 of the Declarations. (See Section F for the determination of the Manual or Standard Premium.)
- (5) "Occurrence" – shall mean accident. In addition, bodily injury by occupational disease must be caused or aggravated by the conditions of employment and shall be deemed to have occurred on the last day of the last exposure to those conditions of employment causing or aggravating such injury by occupational disease, or such dates as is otherwise established by the Workers' Compensation and Employers' Liability Laws of the appropriate State(s). Bodily injury by occupational disease sustained by each Employee shall be deemed to be a separate Occurrence unless such disease res-

ults directly from an accident.

- (6) "Employee" – as respects liability imposed upon the EMPLOYER by the Workers' Compensation Law of any State, the word Employee shall mean any person performing work which renders the EMPLOYER liable under the Workers' Compensation Law of a State named in Item 2 of the Declarations, which is the State of the injured Employee's normal employment, for bodily injuries or occupational disease sustained by such person.
- (7) "State" – shall mean any state, territory, or possession of the United States of America and the District of Columbia.

D. Reimbursement

If the EMPLOYER pays any Loss incurred in any Liability Period in excess of the Self-Insured Retention Per Occurrence or the Loss Fund created for the respective Liability Period, the CORPORATION shall reimburse the EMPLOYER upon receipt of a formal proof of loss and other evidence acceptable to the CORPORATION of such payment. Within a reasonable period of time, reimbursement payments shall be made by the CORPORATION.

The CORPORATION shall have, and may exercise at any time, and from time to time, the right to offset any balance or balances, whether on account of premiums, Losses or otherwise, due from the EMPLOYER to the CORPORATION against any balance or balances due from the CORPORATION to the EMPLOYER under this Agreement.

E. Liability Period

The liability of the CORPORATION for Loss hereunder shall be determined separately for each Liability Period. The initial Liability Period shall commence at 12:01 A.M. on the Effective Date and end at 12:01 A.M. on the Anniversary Date, designated in Items 3 and 4 respectively, of the Declarations. Each succeeding Liability Period shall begin concurrently with the end of the previous Liability Period and continue for the same number of consecutive months as the initial Liability Period. All time is stated in local time for the State(s) designated in the Declarations.

In the event the Employer fails to give express written intent to continue coverage at the end of a given Liability Period, the Agreement shall be deemed terminated, and the Anniversary Date shall serve as the termination date of the Agreement.

F. Premium

Upon acceptance of the Agreement and at the beginning of each Payroll Reporting Period, as specified in Item 15 of the Declarations, the EMPLOYER shall pay to the CORPORATION the amount of the Deposit Premium specified in Item 14 of the Declarations. The EMPLOYER shall pay premiums when due. The Deposit Premium shall be held by the CORPORATION until the expiration of the Payroll Reporting Period. Within thirty (30) days after the close of each Payroll Reporting Period, the EMPLOYER shall render to the CORPORATION a report, upon a form satisfactory to the CORPORATION, exhibiting, by classification, the amount of such remuneration earned by Emp-

employees during such reporting period, and the EMPLOYER shall therewith pay to the CORPORATION the excess of the Earned Premium over the Deposit Premium previously paid. In case the Deposit Premium paid exceeds the Earned Premium, the Corporation shall return to the EMPLOYER the amount of such excess or give appropriate credit, subject to the proportion of Minimum Premium for the Liability Period in the case of multi-year Liability Periods.

Upon expiration of a Liability Period, a summary of voluntary payroll reports for such Liability Period shall be made to determine the Earned Premium under this Agreement. In no event, however, shall the Earned Premium in respect of any Liability Period be less than the Minimum Premium specified in the Declarations.

For each Payroll Reporting Period, the CORPORATION shall compute the Earned Premium as follows:

- (1) Remuneration – The remuneration earned, or man-hours accumulated, during such period by all Employees, including volunteers, engaged in each classification covered by this Agreement shall be computed in accordance with the rules set forth in the appropriate Manual of Workers' Compensation and Employers' Liability Insurance.
- (2) Manual and Standard Premium – The remuneration, or man-hours, so computed for Employees engaged in each such classification shall be multiplied by the Manual Rate per \$100 of remuneration/man-hour, in effect at the inception of each Payroll Reporting Period, and the products so obtained shall be added together to determine the Manual Premium. An Experience Modification Factor may be applied to the Manual Premium to determine a Standard Premium. Such Experience Modification Factor shall be determined at the inception of this Agreement and is subject to annual review and possible revision. A Standard Premium takes precedence over any Manual Premium.
- (3) Earned Premium – Against the Manual or Standard Premium shall be applied the Premium Rate, as specified in Item 12 of the Declarations, to determine the appropriate Earned Premium.

This Agreement is issued by the CORPORATION and accepted by the EMPLOYER subject to the agreement that, in the event of any change in the Rates per \$100 remuneration/man-hour, as stated in Item 6 of the Declarations, because of any general rate increase or any legislative amendment affecting the benefits under the Workers' Compensation Law of any State(s) named in Item 2 of the Declarations, such change, upon the effective date thereof, shall be, without endorsement, made a part of this Agreement.

G. Self-Insurer

The EMPLOYER, by acceptance of this Agreement, warrants that it is a duly qualified Self-Insurer in the State(s) designated in the Declarations, and will continue to maintain such qualifications during the currency of this Agreement. In the event the EMPLOYER should at any time while this Agreement is in force terminate such qualifications or if they should be cancelled or revoked, such loss of qualifications shall operate as notice of cancellation of this Agreement by the EMPLOYER,

subject to the additional terms of the Cancellation Section of this Agreement.

H. Service and Administration

This Agreement contemplates the concurrent and continued existence of a separate service agreement between the EMPLOYER and the Service Company, its designated representative, named in Item 5 of the Declarations, providing services approved by the CORPORATION. The EMPLOYER agrees that its Service Company shall furnish the CORPORATION with quarterly loss runs concurrent with each Liability Period of this Agreement. The provision of loss runs alone does not relieve the EMPLOYER of its reporting obligations as set forth in Section I of this Agreement. In addition, the electronic transfer of loss information by a Service Company of the EMPLOYER shall not constitute notice of a claim.

Cancellation of the service agreement between the Service Company and the EMPLOYER shall operate as a notice of cancellation of this Agreement by the EMPLOYER, subject to the additional terms of the Cancellation Section of this Agreement. Any change in service companies must be immediately communicated to and approved by the CORPORATION, and this obligation shall survive the termination or non-renewal of this Agreement.

I. Prompt Reporting of Claims

As soon as the EMPLOYER becomes aware, the EMPLOYER must provide prompt notice to the CORPORATION of: (a) any claim or action commenced against the EMPLOYER which exceeds, or is likely to exceed, fifty percent (50%) of the Self-Insured Retention Per Occurrence specified in Item 7 of the Declarations and (b) the reopening of any claim in which a further award might involve liability of the CORPORATION under this Agreement.

In addition, the following categories of claims shall be reported to the CORPORATION immediately, regardless of any question of potential involvement of the CORPORATION:

1. Fatalities;
2. Paraplegics and quadriplegics;
3. Serious burns, defined as 2nd or 3rd degree burns involving 25% or more of the body;
4. Brain injury;
5. Spinal cord injury;
6. Amputation of a major extremity; and
7. Any Occurrence which results in a serious injury to two or more Employees.

If the CORPORATION is prejudiced by the EMPLOYER's failure to provide prompt notice of a claim in accordance with the requirements set forth above and/or as otherwise provided by the Law of any State(s), the CORPORATION may elect to deny coverage for Loss arising from such claim. To constitute prompt, sufficient notice, the EMPLOYER must provide complete information as to the details of the injury, disease, or death.

J. Defense of Claims

The EMPLOYER shall investigate and settle or defend all

claims and shall conduct the defense and appeal of all actions, suits, and proceedings commenced against it. The EMPLOYER shall forward promptly to the CORPORATION copies of any pleadings or reports as may be requested. The CORPORATION shall not be obliged to assume charge of the investigation, defense, appeal or settlement of any claim, suit, or proceeding brought against the EMPLOYER, but the CORPORATION shall be given the opportunity to investigate, defend, or participate with the EMPLOYER in the investigation and defense of any claim, if, in the opinion of the CORPORATION, its liability under this Agreement might be involved.

K. Good Faith Claims Administration

The EMPLOYER shall use diligence, prudence, and good faith in the investigation, defense, pursuit of recovery from others and settlement of all claims. The EMPLOYER shall not unreasonably refuse to settle any claim which, in the exercise of sound judgment with respect to the entire claim, should be settled, provided, however, that the EMPLOYER shall not make any payment or agree to any settlement for any sum which would involve the limits of the CORPORATION's liability hereunder without the approval of the CORPORATION.

If the CORPORATION is prejudiced by the EMPLOYER's failure to exercise diligence, prudence, and good faith, the CORPORATION may elect to disclaim coverage for Loss from such claim.

L. Inspection and Audit

The CORPORATION shall have the right, but not the obligation, to inspect the premises and equipment and/or to audit the books and records of the EMPLOYER and of its agents and representatives, including all records relating to payroll and claims matters, at any reasonable time during the period of this Agreement and within three (3) years after final settlement of all claims due to Occurrences happening during the term of this Agreement. An audit to determine Manual or Standard Premium shall supersede any and all prior voluntary payroll reports by the EMPLOYER, and will be used to determine the final adjustment of premiums due to the CORPORATION and the Loss Fund amounts. Should a determination be made that additional audit premium is due to the CORPORATION, the due date for payment of such audit premium shall be thirty (30) days after the date of billing.

M. Other Insurance

If the EMPLOYER carries other valid and collectible insurance, reinsurance, or indemnity with any other insurer or reinsurer covering a Loss also covered by this Agreement (other than insurance or reinsurance that is purchased to apply in excess of the sum of the Self-Insured Retention and the Maximum Limits of Indemnity hereunder), the insurance afforded by this Agreement shall apply in excess of and shall not contribute with such other insurance or reinsurance.

N. Recovery From Others

The EMPLOYER agrees to prosecute any and all valid claims

the EMPLOYER may have against any other party or source that may mitigate any Loss under this Agreement and return to the CORPORATION any amount so recovered, less the reasonable expense of collecting such amounts.

The CORPORATION shall have the EMPLOYER's rights to prosecute any and all valid claims against any other party or source that may mitigate any Loss under this Agreement. The EMPLOYER agrees that it will assist the CORPORATION in any prosecution of any and all valid claims against any other party or source that may mitigate any Loss under this Agreement. Any amounts recovered by the CORPORATION from any other party or source that may mitigate Loss under this Agreement shall first be used to pay the expenses of collection and to reimburse the CORPORATION for any amount it may have paid the EMPLOYER for the Liability Period concerned, and all remaining amounts collected shall be paid to the EMPLOYER.

O. Change in Agreement

No condition, provision, or declaration of this Agreement shall be waived or altered at any time, except as specified in Section F, except by endorsement signed by the President or a Senior Vice President and the Secretary or an Assistant Secretary of the CORPORATION.

This Agreement hereby terminates, supersedes, and replaces all previously issued Workers' Compensation Insurance or Reinsurance Agreements, as amended, between the EMPLOYER and the CORPORATION.

If terms of this Agreement are in conflict with any law applicable to this Agreement, this statement amends this Agreement to conform to such law. In addition, in the event any terms are in conflict with applicable laws, the remaining terms of the Agreement shall be enforceable.

P. Cancellation

This Agreement may be cancelled by either party giving the other party written notice not less than sixty (60) days prior to the date of cancellation, except, that if the CORPORATION cancels for non-payment of any premium, the cancellation shall become effective ten (10) days after dispatch of notice by the CORPORATION. The date of cancellation then becomes the termination date of the final Liability Period. This Agreement does not apply to Loss as a result of Occurrences taking place after the effective date of such cancellation.

If cancellation is effected by the EMPLOYER, the Manual or Standard Premium shall be determined by the short rate tables used for casualty insurance, and the Loss Fund and Earned Premium shall be the product of the Loss Fund Percentage (Item 9) and the Premium Rate (Item 12) respectively, times the Manual or Standard Premium so arrived at, but not less than the Minimum Loss Fund and the Minimum Premium specified in the Declarations.

If cancellation is effected by the CORPORATION for non-payment of premium, the EMPLOYER shall pay the CORPORATION Earned Premium for the period up to the date of cancellation, but the Loss Fund shall be computed upon the same basis as provided in the event the EMPLOYER cancels.

If the CORPORATION cancels for any other reason, the Man-

ual or Standard Premium shall be determined upon a pro rata basis and the Loss Fund and Earned Premium adjusted in accordance therewith.

Q. Assignment

An assignment of interest under this Agreement will not bind the CORPORATION unless an endorsement signed by the President or a Senior Vice President and the Secretary or an Assistant Secretary of the CORPORATION assigning interest under this Agreement is issued by the CORPORATION.

R. Bankruptcy or Insolvency of Employer

The bankruptcy or insolvency of the EMPLOYER will not relieve the CORPORATION or the EMPLOYER of its duties and liabilities under this Agreement. After payments have been made by or on behalf of the EMPLOYER, reimbursements due under this Agreement will be made by the CORPORATION as if the EMPLOYER had not become bankrupt or insolvent, but not in excess of the CORPORATION's limit of indemnity.

S. Sole Representative

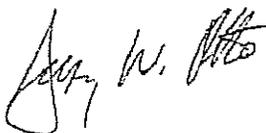
If more than one EMPLOYER is named in Item 1 of the Dec-

larations, or an endorsement related thereto, the EMPLOYER first named in Item 1, or a related endorsement, will act on behalf of all EMPLOYERS to give or receive notice of cancellation, to receive return premium or reimbursement, or to request changes in this Agreement.

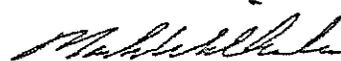
T. Acceptance

By acceptance of this Agreement, the EMPLOYER agrees that the statements in this Agreement, in the Declarations, and in the application are the EMPLOYER's representations; that this Agreement is issued in reliance upon such representations; that this Agreement embodies all agreements existing between the EMPLOYER and the CORPORATION, or any of its agents, relating to this excess insurance, and that full compliance by the EMPLOYER with all terms of this Agreement is a condition precedent to the CORPORATION's liability hereunder.

IN WITNESS WHEREOF, the SAFETY NATIONAL CASUALTY CORPORATION has caused this Agreement to be executed by printing below the facsimile signatures of its President and Secretary and by the actual signature of its Secretary on the Declarations.



Secretary



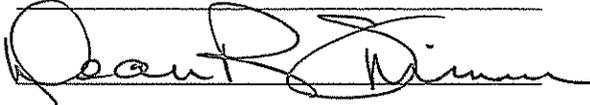
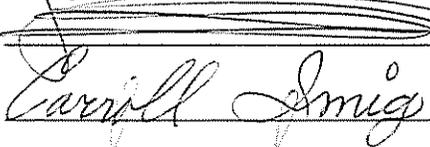
President

COMMITTEE REPORT

Motion by Member Vanderheydt second by Member Palmer to approve Resolution #18. Carried by voice vote. Nay: by Member Crawford and Member Vanderheydt.

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 authorize the County's Property, Automobile, Liability, et al. Insurance contract effective February 28, 2009; and

WHEREAS, it is recommended that the County Board authorize St. Paul Travelers as its Property, Automobile, Liability, et al. Insurance carrier at a cost of \$185,988; and

WHEREAS, it is recommended that the County Board renew its contract with Cannon Cochran Management Services, Inc (CCMSI) for Third Party Administration Services at a cost of \$14,500; and

WHEREAS, the County's Risk Management Committee recommends to the County Board to authorize the Board Chairman or the County Administrator to sign and execute the contract.

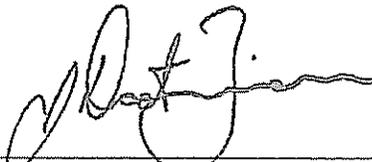
THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

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

PASSED THIS 25TH DAY OF FEBRUARY, 2009.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

18

**SERVICE AGREEMENT BETWEEN
TAZEWELL COUNTY AND
CANNON COCHRAN MANAGEMENT SERVICES, INC.**

THIS SERVICE AGREEMENT is made and entered into this 28th day of February, 2009, by and between Tazewell County (the "Client"), an authorized self-insured entity, and Cannon Cochran Management Services, Inc. ("CCMSI"), a Delaware corporation. It is agreed between the parties hereto as follows:

A. **APPOINTMENT OF CCMSI.** The Client hereby appoints CCMSI, and CCMSI hereby agrees to serve, as Third Party Administrator ("Administrator") of the Client's self-insurance program created and existing under the State of Illinois ("State") Self-Insurance Regulations.

B. **FUNCTIONS OF CCMSI.** During the term of this Agreement, the regular functions of CCMSI as the Client's Administrator shall include the following:

1. Claim Administration.

(a) Claim Management and Administration. In compliance with its Best Practices, CCMSI will manage and administer all claims of the Client that occur during the period of this Agreement. All claim payments shall be made with Client funds. CCMSI will act on behalf of Client in handling, monitoring, investigating, overseeing and adjusting all such actual and alleged claims.

(b) Claim Settlement. CCMSI will settle claims of the Client with Client funds in accordance with reasonable limits and guidelines established with the Client.

(c) Claim Reserves. CCMSI will recommend reserves for unpaid reported claims and unpaid claim expenses.

(d) Allocated Claim Expenses. CCMSI will pay all Allocated Claim Expenses with Client Funds. Allocated Claim Expenses are charges for services provided in connection with specific claims by persons or firms which are eligible claim expenses under the Client's program. Notwithstanding the foregoing, Allocated Claim Expenses will include all expenses incurred in connection with the investigation, adjustment, settlement or defense of Client claims, even if such expenses are incurred by CCMSI. Allocated Claim Expenses will include, but not be limited to, charges for:

- 1) Independent medical examinations of claimants;
- 2) Managed care expenses, which include the services provided by comp mc™, CCMSI's proprietary managed care program. Examples of managed care expenses includes but is not limited to state fee schedule, PPO net works, utilization review, nurse case management, medical bill audits and medical bill review;
- 3) Fraud detection expenses, such as surveillance, which include the services provided by FIRE, CCMSI's proprietary Special Investigation Unit (SIU), and other related expenses associated with the detection, reporting and prosecution of fraudulent claims, including legal fees;
- 4) Attorneys, experts and special process servers;

- 5) Court costs, fees, interest and expenses;
- 6) Depositions, court reporters and recorded statements;
- 7) Independent adjusters and appraisers;
- 8) Index bureau and OFAC (Office of Foreign Assets Control) charges;
- 9) Electronic Data Interchanges, EDI, charges if required by State law;
- 10) CCMSI personnel, at their customary rate or charge, but only with respect to claims outside the State and only if such customary rate is communicated to the Client prior to incurring such cost;
- 11) Actual reasonable expenses incurred by CCMSI employees outside the State for meals, travel, and lodging in conjunction with claim management;
- 12) Police, weather and fire report charges that are related to claims being administered under Client's program;
- 13) Charges associated with accident reconstruction, cause and origin investigations, etc.;
- 14) Charges for medical records, personnel documents, and other documents necessary for adjudication of claims under Client's program;
- 15) Charges associated with Medicare Set-Aside Allocations; and
- 16) Other expenses normally recognized as ALAE by industry standards.

(e) Subrogation. CCMSI will monitor claims for subrogation

(f) Provision of Reports. CCMSI agrees to provide reports to the Client as specified in the Schedule of Reports attached hereto as Exhibit A.

2. Risk Management Services. CCMSI will provide the Client with additional Risk Management Services not contemplated in the Agreement upon mutual agreement of the parties. The Schedule of additional Risk Management Services to be provided is attached hereto as Exhibit B.
3. Loss Control Services. CCMSI will provide the Client loss control services upon mutual agreement of the parties. The Client shall remain fully responsible for the implementation and operation of its own safety programs and for the detection and elimination of any unsafe conditions or practices. The Schedule of Loss Control Services to be provided is attached hereto as Exhibit C.
4. Managed Care Services. CCMSI will provide the Client with managed care services (comp mc™) upon mutual agreement of the parties. The Schedule of Managed Care Services to be provided is attached hereto as Exhibit D.

C. CLIENT RESPONSIBILITIES. Client agrees to:

1. Report all claims, incidents, reports or correspondence relating to potential claims in a timely manner.

2. Reasonably cooperate in the disposition of all claims.
3. Provide adequate funds to pay all claims and expenses in a timely manner.
4. Respond to reasonable information requests in a timely manner.
5. Provide a complete copy of current excess or other insurance policies, including endorsements and audits, applicable to Client's self-insurance program.
6. Promptly pay CCMSI's fees.

D. OPERATING EXPENSES. The Client agrees to be responsible for and pay all of its own operating expenses other than service obligations of CCMSI. Such operating expenses shall include but not be limited to charges for the following:

1. All costs associated with Client meeting its State security and licensing requirements;
2. Certified Public Accountants
3. Attorneys, other than provided for in Section B.1. (d) 3) and B.1. (d) 4) of this Agreement;
4. Outside consultants, actuarial services or studies and State audits;
5. Independent payroll audits;
6. Allocated Claims Expenses incurred pursuant to Section B. 1. (d) of this Agreement;
7. All applicable regulatory fees and taxes;
8. Educational and/or promotional material, industry-specific loss control material, customized forms and/or stationery, supplies and extraordinary postage, such as bulk mailing, express mail or messenger service.
9. National Council on Compensation Insurance, NCCI, charges;
10. Excess and other insurance premiums;
11. Costs associated with the development, record keeping and filing of fraud statistics and plans, but only if required by any State or regulatory authority having jurisdiction over Client;
12. Other operating costs as normally incurred by the Client.

E. BOOKS AND RECORDS.

1. (a) CCMSI shall maintain all claim information relating specifically to the Client which is necessary to the performance of CCMSI's obligations under this Agreement (the "Records"). The Records shall remain at all times the sole property of the Client.
- (b) The Records shall not include any manuals, forms, files and reports, documents, customer lists, rights to solicit renewals, computer records and tapes, financial and strategic data, or information which documents CCMSI's processes, procedures and methods, or which CCMSI employs to administer programs other than the Client. The items specified in this Paragraph E. 1. (b) shall at all times be and remain the sole and exclusive property of CCMSI, and the

Client shall not have any ownership, interest, right to duplicate or right to utilize these items except for the above documentation or information that relates solely to Client's Program.

2. During the term of this Agreement, CCMSI shall provide the Client with copies of the Records, if so requested by the Client. Any reasonable costs of reproduction of the Records shall be borne by the Client. In the event this Agreement is terminated or non-renewed, Client Records will be turned over to the Client or to a successor administrator designated by the Client.
3. CCMSI shall make the Records available for inspection by any duly authorized representative of the Client, or any governmental or regulatory authority having jurisdiction over CCMSI or the Client.

F. NON-SOLICITATION OF EMPLOYEES. During the term of the Agreement and for two (2) years thereafter, the Client and CCMSI mutually agree not to recruit, solicit or hire any employee of the other without written permission.

G. OTHER INSURANCE. If CCMSI places any specific or aggregate excess insurance, reinsurance, or other insurance product associated with this Agreement, then customary commissions and fees will be retained by CCMSI.

H. TERM AND TERMINATION.

1. Term of Agreement. The first term of this Agreement shall be for one (1) year beginning on February 28, 2009 and terminating on February 27, 2010. Unless the Agreement is terminated as set forth in paragraph H. 2., it will automatically renew for successive one (1) year terms. At least ninety (90) days prior to the expiration of each one (1) year term of this Agreement, the parties shall enter into good-faith negotiations regarding any proposed change in Agreement terms or fees. If there are no changes requested by either party, then the Agreement will automatically renew under the same terms and fee arrangement as the prior term.
2. Termination of Agreement. This Agreement may be terminated:
 - (a) By mutual agreement of the parties hereto;
 - (b) Upon expiration of the current term of this Agreement if either party has given the other at least ninety (90) days written notice of its intention to terminate as set forth in paragraph H. 1.;
 - (c) Upon dissolution of the Client's self-insurance program whether voluntary or due to cessation of Client's authority to self-insure;
 - (d) Upon dissolution of the Client's self-insurance program due to Client insolvency or bankruptcy;
 - (e) Upon ninety (90) days written notice by either party if the other party is in material breach of any term, covenant or condition contained herein; provided, however, that as a condition precedent to termination under this Section H. 2. (e), the terminating party shall give written notice to the other party, who shall have sixty (60) days from the date of such notice to cure or correct the grounds for termination. If the grounds of termination are not corrected or cured during the sixty (60) day period, this Agreement may be terminated on the termination date specified in the notice, but not prior to the expiration of the ninety (90) day period described herein.

3. Services Following Termination of Agreement. Should this Agreement be terminated or non-renewed for any reason, CCMSI will cease providing services, turn over to the Client all Client files in CCMSI's possession, which shall include all open and closed files.

Upon the Client's request and subject to agreement by CCMSI, CCMSI will be paid a reasonable negotiated fee to:

- (a) Provide for continued administration of the open claim files;
- (b) Cooperate with any successor administrator in the orderly transfer of all functions, including providing a runoff listing of open claim files if desired by the Client and any other records reasonable and necessary for a successor administrator; and
- (c) Provide an electronic transfer of data if such is feasible, with the cost of providing such borne by the Client. The electronic transfer of data will be subject to a flat fee of \$2,500.

- I. SERVICE FEE PAYMENTS. The Client shall pay to CCMSI a service fee as outlined in the Fee and Payment Schedule attached hereto as Exhibit E.

- J. ARBITRATION. If an irreconcilable difference of opinion or claim should arise between the Client and CCMSI as the interpreters of any matter relating to this Agreement, such matter will be submitted to mediation or arbitration as the sole remedy available to both parties. Any such mediation or arbitration will take place in the City of Pekin, IL and will be conducted in accordance with the then-current rules of the American Arbitration Association.

- K. RELATIONSHIP OF PARTIES. With respect to the services provided by CCMSI in this Agreement, CCMSI is considered an independent contractor. Nothing in this Agreement shall be construed to create a relationship of employer/employee, partners or joint ventures between the Client and CCMSI. This Agreement is non-exclusive, and CCMSI shall have the right to perform services on behalf of other individuals, firms, corporations and entities.

L. INDEMNIFICATION.

1. Indemnification by Client. The Client agrees that it will indemnify and hold harmless CCMSI and CCMSI's directors, officers, employees, agents, shareholders, subsidiaries and other affiliates from and against any and all claims, losses, liability, costs, damages and reasonable attorney's fees incurred by CCMSI as a result of breach of this Agreement by the Client, or misconduct, error or omissions by the Client, or by any of the Client's trustees, directors, officers, employees, agents, shareholders, subsidiaries, or other affiliates in connection with the performance of this Agreement.

2. Indemnification by CCMSI. CCMSI agrees that it will indemnify and hold harmless the Client and the Client's trustees, directors, officers, employees, agents, shareholders, subsidiaries, members, or other affiliates from and against any and all claims, losses, liability, costs, damages and reasonable attorney's fees incurred by the Client as the result of breach of this Agreement by CCMSI or misconduct, error or omissions by CCMSI, or by any of CCMSI's directors, officers, employees, agents, shareholders, subsidiaries or other affiliates in connection with the performance of this Agreement.

- M. CHANGE IN CIRCUMSTANCES. In the event the adoption of any statute, rule or regulation materially changes the nature of the relationship between the parties hereto or the legal or economic premises upon which this Agreement is based, the parties hereto shall undertake good faith

negotiations to amend the terms of this Agreement to account for such changes in a reasonable manner.

N. MISCELLANEOUS.

1. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Massachusetts without regard to principles of conflicts of law.
2. Timing of Services. CCMSI may exercise its own reasonable judgment, within the parameters set forth herein and in compliance with State regulations, as to the time and manner in which it performs the services required hereunder. Additionally, CCMSI will be held to a standard of like administrators performing like services for customers such as Client.
3. Successors in Interest. This Agreement shall be binding upon, and inure to the benefit of, the successors in interest and permitted assigns of the parties hereto.
4. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if the invalid or unenforceable provision had been revised to the minimum extent necessary to make it valid and fully enforceable under applicable law.
5. Paragraph Headings. All paragraph headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
6. Waiver. The failure of any party to enforce any provisions of this Agreement shall not constitute a waiver by such party of any provision. A past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to that same provision.
7. Notice Provision. All notices, requests and other communications required under this Agreement shall be in writing and delivered by hand or mailed, registered or certified, return receipt requested, postage paid, or sent via a nationally recognized overnight courier to the other party at the following address:

Client: Attn: David Jones
County Administrator
Tazewell County
11 S. 4th St., Ste. 432
Pekin, IL 61554

CCMSI: Cannon Cochran Management Services, Inc.
2 E. Main St.
Danville, IL 61832
Attn: Chief Operating Officer

8. File Destruction Policy. CCMSI will maintain all closed files on behalf of Client for a period of seven (7) years after the month of closure, or for as long as necessary to protect the applicable statute of limitations, whichever is longer. It is the sole responsibility of Client to advise CCMSI if files are not to be destroyed per this policy.

9. Insurance. CCMSI will purchase and maintain insurance coverages for its performance of the services contemplated in this Agreement. Minimum policy limits are as follows:

Workers Compensation – Statutory
Professional - \$5,000,000
General Liability - \$1,000,000 / \$2,000,000
Umbrella - \$5,000,000

10. Entire Agreement/Amendment. This Agreement sets forth the full and final understanding of the parties hereto with respect to the matters described herein, and supersedes any and all prior agreements and understandings between them, whether written or oral. This Agreement may be amended only by written document executed by the Client and CCMSI.

Executed this 16 day of March, 2009.

CANNON COCHRAN MANAGEMENT SERVICES, INC.

By: Rodney J. Golden
Rodney J. Golden

Its: Chief Operating Officer/Executive Vice President

TAZEWELL COUNTY

By: David A. Jones

Its: County Administrator

EXHIBIT A

SCHEDULE OF REPORTS

1. A detailed listing of all claims broken down by location, policy year and line of coverage. (MONTHLY)
2. A summary of all claims broken down by location, policy year and line of coverage. (MONTHLY)
3. A check register listing all checks issued during a reporting period. (MONTHLY)

EXHIBIT B

SCHEDULE OF RISK MANAGEMENT SERVICES

CCMSI will conduct an Annual Program Review at the Client's Request.

EXHIBIT C

SCHEDULE OF LOSS CONTROL SERVICES

Loss Control Services can be provided at the request of the Client and will be billed at an hourly rate of \$100 per hour. Service hours include preparation time, travel time, field time, and follow-up time.

EXHIBIT D

SCHEDULE OF MANAGED CARE SERVICES AND FEES

None to be provided.

EXHIBIT E

FEE AND PAYMENT SCHEDULE

Tazewell County	
Life of this Agreement: 2/28/09 – 2/27/10	
Services:	Fees:
Claims Administration (minimum)	\$10,000
<p>CCMSI will manage all outlined P&C claims for the life of this agreement for a minimum annual fee as follows:</p> <p><u>General Liability:</u></p> <p>Bodily Injury @ \$775 / per claimant Property Damage @ \$625 / per claim Incident Only Reporting @ \$50 / per incident</p> <p><u>Public Officials Liability @ \$775 per claim</u></p> <p><u>Public Law Enforcement Liability @ \$775 per claim</u></p> <p><u>Auto Liability/Uninsured Motorist:</u></p> <p>Bodily Injury @ \$775 / per claimant Property Damage @ \$625 / per claim Physical Damage @ \$625 / per claim Incident Only Reporting @ \$50 / per incident</p> <p>All claims will be analyzed by the number of claims on an on-going basis and priced on a per claim fee as outlined above.</p> <p>Any additional charges over the \$10,000 will be billed quarterly thereafter.</p>	

Services:	Fees:
Annual Administration	\$4,500
<ul style="list-style-type: none"> • Dedicated client service team • Development of specific client service requirements • Monthly loss reporting • Annual claims/program review at client's request • Issuance of 1099's • Preparation for, compliance with and response to regulatory audits • Account Management and Administration 	
Internet Claim Access	Included
<p><u>Internet claims system access which includes:</u></p> <ul style="list-style-type: none"> • Viewing access to all claims data • Risk Management statistical analysis • Comprehensive and complete access to claims management process • On-line reports • On-line reporting capability via the internet <p>Note: All Internet Claim Access services are included in the Annual Administration Fee.</p>	
Loss Control Services	\$100 Per Hour
Loss control services can be provided at the request of the Client and will be billed at an hourly rate of \$100 per hour. Service hours include preparation time, travel time, field time, and follow-up time.	
Special System Reports	\$125 an hour
CCMSI will provide special reports, (reports not currently programmed or written) for a fee of \$125 per hour for system programming time. CCMSI will provide an estimate of charges before any work will be done.	
GRAND TOTAL	\$14,500
Fee & Payment Schedule	\$3,625 Quarterly
The quarterly installments will be due on February 2009, May 2009, August 2009 & November 2009.	

Executed this 16 day of March, 2009.

CANNON COCHRAN MANAGEMENT SERVICES, INC.

By: Rodney J. Golden
Rodney J. Golden

Its: Chief Operating Officer/Executive Vice President

TAZEWELL COUNTY

By: David A. Jones

Its: County Administrator



Travelers Companies
Public Sector Services - *Specialty Risks*
385 Washington Street MC: 105P
St. Paul, MN 55102-1396
Phone: 800-643-1273
Fax: 651-310-5383

INSURANCE PROPOSAL

Created for

Tazewell County

Effective Date

February 28, 2009

Presented by

Wells Fargo Insurance Services of IL

Prepared by

Underwriter:
Barb Hadler

Territory Manager:
Peter LaMonica

Date Prepared

January 9, 2009

Travelers Companies
A.M. Best Rating A+

IMPORTANT: Proposed coverages are provided by the company's forms, subject to the terms, conditions and limitations of the policy (ies) in current use by the company. The policies themselves must be read for specific details. No warranty is made or implied regarding compliance with any bid specifications, unless such provisions are a part of the proposal.

Wells Fargo Insurance Services Confidential.
© 2009 Wells Fargo Insurance Services.
All rights reserved.

ABOUT TRAVELERS

Travelers (NYSE: TRV) is a leading provider of property casualty insurance and surety products and of risk management services to a wide variety of businesses, other organizations and to individuals. As the second-largest commercial U.S. property and casualty insurance company in terms of direct written premium, the company reported 2006 revenues of \$25 billion and total assets of \$114 billion.

Our products are distributed primarily through U.S. independent insurance agents and brokers. Travelers is the second largest writer of personal insurance through independent agents. Travelers is headquartered in St. Paul, Minnesota, with significant operations in Hartford, Connecticut. The company also has offices in the U.K., Ireland, and Canada. Travelers has about 33,000 employees worldwide. For more information, visit www.travelers.com.

Financial Strength

The financial strength of an insurance company is understandably important to its policyholders. Independent services, such as A.M. Best, Standard & Poor's and Moody's, have consistently given high ratings to our claim-paying ability and financial strength.

The independent financial strength ratings, which reflect the Travelers claims-paying ability as of June 30, 2006, are as follows:

A.M. Best	A+	(A+ is the 2nd highest of 16)
Standard & Poor's	AA-	(AA- is the 4th highest of 21)
Moody's	Aa3	(Aa3 is the 4th highest of 21)

It is the policy of Travelers to comply with all applicable federal, state and local fair employment laws. In addition, Travelers files appropriate EEO-1 reports and voluntarily subscribes to the principles of affirmative action.

PUBLIC SECTOR EXPERTISE

Travelers is the leading provider of property and casualty insurance for public entities. It's a position we've worked hard to earn by building lasting relationships and strong foundations in communities across the country. With our expertise, years of hands-on experience and outstanding financial strength and stability, clients count on us to deliver thoughtfully designed, tailored insurance coverages and risk management solutions for the exposures they face.

Our underwriting, risk control and claim teams work exclusively with public entities. Travelers has impressive capabilities to serve the needs of the market. We're proud to offer:

- Package products for municipalities, counties, water and sewer districts and other selected special districts. For these segments, we deliver a menu of customized offerings and solutions – including property, liability, auto and professional coverages – designed specifically for local governments
- Large public entity property business – including schedules in excess of \$250 million total insured values – for the segments listed above as well as for schools, excess property and assumed reinsurance.

The team at Travelers takes the time to understand issues affecting local government. They analyze current risks, anticipate those customers may face in the future and create flexible solutions to manage both.

Underwriting

Our underwriters stay abreast of public affairs, as well as evolving legal and social issues. We develop balanced solutions to meet each customer's unique situation and work with agents and brokers to customize the most effective plan for our clients.

Claim Services

When it comes to claim handling, one size doesn't fit all. Travelers has claim professionals dedicated to handling claims for public entities. They understand state-specific issues and have extensive knowledge of the immunities and special defenses afforded to public entities. In addition, Travelers retains defense counsel who specializes in representing public entities and understand the complexity of public entity legislation.

Risk Control Services

Travelers risk control consultants work exclusively with public entity clients. These risk control professionals are dedicated to understanding a customer's unique operations, risks and issues. The value-added risk management programs, seminars and personalized service plans offered by Travelers help prevent losses and reduce overall costs for public entities.

RISK CONTROL RESOURCES

Travelers offers risk control resources that have a proven impact on preventing losses and reducing overall costs for public entities. These resources have been developed for public entity clients to address issues related to general liability, vehicle safety, property protection, law enforcement liability and employment practices liability.

Our goal is to provide public entities with resources to reduce loss-related expenses and enhance delivery of public services. These risk control resources respond to historical losses experienced by public entities and align with "best practices" for government entities, as advocated by the Public Risk Management Association (PRIMA) and the International City/County Management Association (ICMA).

When you select Travelers as your insurance carrier, you will have access to a wealth of risk control resources, including, but not limited to:

- The Public Sector Risk Control Seminars: The value-added risk management programs, seminars and training sessions offered by Travelers help prevent losses and reduce overall costs for public entities.
- Travelers Web Site: As a policyholder, you will have access to our Risk Control Web-site. You will be able to immediately download risk control materials, or order them from our products database. In addition, the site provides a pathway to register for our Safety Academy courses...<http://www.travelers.com/riskcontrol>
- Travelers Safety Academy Programs: Travelers offers safety and risk management courses and programs at locations across the country. Tuition is waived for policyholders of Travelers.
- Public Sector Risk Control Answer Line: Have a technical question about a risk control issue? Use the Travelers Public Sector Answer Line. Clients can direct their specific risk control questions to the Answer Line for advice and information. Ask-Risk-Control@Travelers.com.
- Employment Practices Liability Risk Management Resources: Our EPL resources include:
 - 1) An Internet-based resource site with a wealth of employment practices information; and
 - 2) An employment practices risk control resource manual with samples of policies, forms and an employee manual
- In the Public Interest Newsletter: Each issue of this newsletter addresses risk control concerns for general liability, vehicle operations and employment practices. The newsletter also features risk control and risk management information to minimize the frequency and severity of losses.

At Travelers, we are dedicated to meeting our public entity clients' risk management and risk control needs. We are pleased to offer you these valuable risk control resources as a part of this insurance proposal.

Additional Resources

American Appraisal Associates

Adequate values are a crucial element in any well-constructed property insurance program. We are pleased to inform you that American Appraisal Associates will offer Travelers Agents discounts on their services, and will customize their appraisal services to meet the needs of your insured. For additional information, contact Paul Gruenwald at American Appraisal by calling 414-225-2007, or e-mail pgruenwald@american-appraisal.com.

**PROPERTY
Special Form**

Coverage	Limit
Description of Locations Covered: Blanket building and personal property per statement of values dated 9-2-08	\$ 55,941,081
Coinsurance	100%
Agreed Amount	Yes
Valuation	Replacement Cost
Deductible	\$ 10,000
The following optional coverage is included:	
Blanket Earnings and Extra Expense	\$ 1,000,000
Deductible	Dollars 10,000
Flood or Surface Water	\$ 5,000,000
Deductible	Dollar Amount (\$) 50,000
Time element coverage:	Not Included
Covered Locations	All locations scheduled on your Property Protection Coverage Summary, or per the most current statement of values on file with the company, except for those listed below as excluded locations. An each location combined total limit may apply to a location that's listed in this coverage's Schedule of Locations.
Excluded Locations	Any FEMA Location zone A or V
Earthquake and Volcanic Eruption	\$ 5,000,000
Deductible	Dollar Amount (\$) 100,000
Time element coverage:	Not Included
Covered Locations	All locations scheduled on your Property Protection Coverage Summary, or per the most current statement of values on file with the company, except for those listed below as excluded locations. An each location combined total limit may apply to a location that's listed in this coverage's Schedule of Locations.
Excluded Locations	none
Equipment Breakdown	
Property Damage	\$ 55,941,081
Deductible	\$ 10,000
Business Interruption	\$ 1,000,000
Deductible	Dollars 10,000
Sub Limits	
Expediting Expense	\$ 250,000
Pollution Clean Up	\$ 250,000
Spoilage	\$ 250,000

The following additional exclusions apply:

Mold, Other Fungi, or Bacteria Exclusion
Virus Exclusion

**PROPERTY
Special Form**

PROPERTY ADDITIONAL BENEFITS

Property and costs covered only if described in the coverage summary:

- ◆ Underground tanks, flues, pipes and drains, and their contents
- ◆ Outdoor fences or signs, that aren't attached to a covered building or structure, except for the coverage provided in the outdoor property additional benefits.

Additional Coverages- The following are included in the property limit:

- ◆ Debris Removal – up to 25% of paid loss
- ◆ Preservation of property moved to another location for 30 days

Additional Benefits

The following additional benefits are included. These benefits are in addition to the property limit and are subject to the property deductible.

	Limits
Accounts Receivable	\$100,000
Blanket Earnings / Extra Expense	\$100,000
Communication Equipment	\$50,000
Computer Breakdown	\$50,000
Confiscated Property	\$100,000
Demolition and Increased Cost of Construction	* \$100,000
*or 10% of the value of the damaged covered building indicated in the statement of values or schedule, whichever is less.	
Extra Expense	\$25,000
Fairs, Exhibits, or Displays	\$50,000
Fine Arts	\$50,000
Fire Department Service Charge	\$25,000
Inventory & Appraisals	\$10,000
Money & Securities	
Inside Limit	\$10,000
Outside Limit	\$5,000
Newly Acquired Property – Building for 180 days	\$1,000,000
Newly Acquired Property – Personal Property for 180 days	\$500,000
Off-Premises Utility Failure - Direct Damage	\$50,000
Other People's Property	\$25,000
Outdoor Property - Maximum \$2,500 any one item	\$50,000
Personal Belongings	\$50,000
Pollution Clean-Up or Removal	\$25,000
Property in Transit	\$50,000
Random Attack-Hacking Event or Computer Virus	\$10,000
Rewards	\$10,000
Sewer Backup or overflow	\$50,000
Spoilage	\$10,000
Temporary Location	\$50,000
Valuable Records Research	\$100,000

INLAND MARINE

Coverage	Deductible		Limit
Computer Protection			
Computer Hardware	\$	500	\$ 572,300
Breakdown Deductible	\$	1,000	
Contractors Equipment			
Unscheduled Equipment Limit	\$	50,000	\$ 1,500,000
Miscellaneous Property			
Unscheduled Property Total Limit	\$	500	\$ 25,000
cat auto coverage at justice center and highway department	\$	50,000	\$ 1,000,000

The following additional exclusions apply:

 Computer Protection: Mold or Bacteria Exclusion

PUBLIC ENTITY GENERAL LIABILITY - OCCURRENCE	
---	--

Coverage	Limit
General Total Limit	\$ 2,000,000
Products & Completed Work Total Limit	\$ 2,000,000
Personal Injury Each Person Limit	\$ 1,000,000
Advertising Injury Each Person Limit	\$ 1,000,000
Each Event Limit	\$ 1,000,000

Self Insured Retention Each Event - Loss & Loss Expense \$ 250,000

The following additional optional coverages are included:

Described Professional Services applies to:

Nurses	Jail Nurses		
--------	-------------	--	--

The following additional exclusions apply:

- Mold, Other Fungi, or Bacteria Exclusion Endorsement
- Mobile Equipment Subject to Compulsory or Financial Responsibility Insurance Laws or Scheduled under your Automobile Liability Insurance Redefined as Autos
- Property Damage Change and Intellectual Property Exclusion
- Unsolicited Communication Exclusion Endorsement
- Lead Exclusion Endorsement
- Silica Exclusion Endorsement
- Premises Damage Exclusion Endorsement
- Patient Injury Exclusion Endorsement
- Sewer Backup Pollution Exclusion Endorsement
- Described Locations Exclusion: Hospital or nursing home

PUBLIC ENTITY GENERAL LIABILITY - OCCURRENCE

Features & Benefits

Coverage Agreement

This agreement is designed to cover the premises and operations exposures of the named insured. It covers amounts any protected person is legally required to pay as damages for covered injury or damage that results from an event, including:

- Extended Bodily Injury
- Broad Form Property Damage
- Products and Completed Operations
- Personal Injury and Advertising Injury
- Premises Damage Legal Liability
- Broad Form Contractual Liability for covered contracts
- Host Liquor Liability
- Intentional Injury or Damage resulting from the use of reasonable force to protect people/property
- Non-Owned Watercraft (less than 75 feet)
- Owned Watercraft (less than 25 feet)
- Bodily Injury and Property Damage Pollution Coverage for:
 - Pesticide/herbicide application
 - Application of chlorine or sodium hypo chlorite in sewage/water treatment or swimming pools
 - Hostile fire heat, fumes or smoke
 - Mobile equipment operating fluids
 - Fire fighting or emergency response services

Who is Protected

- | | |
|--------------------------------|----------------------|
| Public Entity | Real Estate Managers |
| Elected or Appointed Officials | Landlords |
| Board Members | Equipment Lessors |
| Employees and Volunteers | Watercraft Users |

Other

- ◆ Coverage for sewer back up, if applicable, is for negligent acts only.
- ◆ Your Law Enforcement Activities or Operations, including jail premises, are excluded. Coverage may be available under Law Enforcement Liability agreement.
- ◆ Employment-related practices are excluded. Coverage may be available under your Employment Practices Liability - Claims-Made agreement.
- ◆ No coverage for injury to volunteer firefighters.
- ◆ Fellow employee injury is excluded, unless otherwise indicated on the previous page.
- ◆ Taking of private property for public use (eminent domain), diminution in value, and inverse condemnation are excluded.

**PUBLIC ENTITY EMPLOYEE BENEFIT PLANS
ADMINISTRATION LIABILITY
Claims Made**

Coverage	Limit	
Total Limit	\$	3,000,000
Each Wrongful Act Limit	\$	1,000,000
Self-Insured Retention Each Wrongful Act - Loss & Loss Expense	\$	250,000

Features & Benefits

Coverage Agreement

This agreement is designed to cover liability arising out of a wrongful act committed in the administration of certain types of employee benefit plans. Administration includes advise, interpretation and calculation of benefits, except as excluded. No Retroactive Date applies. However, coverage does not apply if the entity knew of a wrongful act prior to the effective date of this policy and could have reasonably foreseen that it would result in a suit or claim against the entity.

Who is Protected

Public Entity
Employees

PUBLIC ENTITY LAW ENFORCEMENT LIABILITY

Occurrence

Coverage	Limit
Total Limit	\$ 2,000,000
Each Wrongful Act Limit	\$ 1,000,000

Self-Insured Retention Each Wrongful Act - Loss & Loss Expense \$ 250,000

The following additional exclusions apply:
Mold, Other Fungi, or Bacteria Exclusion

Features & Benefits

Coverage Agreement

This coverage was designed to cover the premises and operations exposures and the professional liability of law enforcement agencies, including jail operations. It covers amounts any protected person is legally required to pay as damages for covered injury or damage that result from the conduct of law enforcement duties by or for your law enforcement agency and is caused by a wrongful act. Wrongful act is defined as any act, error or omission. Includes coverage for the following:

- Bodily Injury, Personal Injury and Property Damage
- Authorized Moonlighting
- Canine & Equine Exposures
- False Arrest, Detention or Imprisonment
- False or Improper Service of Process
- Handling and treatment of corpses and dispensing of medication
- Injury due to the use of mace, pepper spray or tear gas
- Mental Anguish, Emotional Distress, Humiliation
- Mutual Aid Agreements
- Violation of Civil Rights protected under any federal, state or local law

Who is Protected

Public Entity	Employees
Elected or Appointed Officials	Volunteer Workers

Other

- ♦ Pay on behalf of basis (Deductible Options Only).
- ♦ Duty to defend claims and suits even if allegations are groundless, false, or fraudulent (Deductible Options Only).
- ♦ Punitive damages covered up to full policy limits, if allowed by law.
- ♦ Additional Benefit of \$25,000 for personal property of others (Deductible options only).
- ♦ All claims involving use of an auto are subject to the automobile insuring agreement.
- ♦ Employment-related practices excluded.
- ♦ Injury to employees and volunteer workers excluded

PUBLIC ENTITY MANAGEMENT LIABILITY
Claims-Made

Coverage	Limit
Total Limit	\$ 2,000,000
Each Wrongful Act Limit	\$ 1,000,000
Self-Insured Retention Each Wrongful Act - Loss & Loss Expense	\$ 250,000
Retro Date: 02/28/2005	

Features and Benefits

Coverage Agreement

This agreement is designed to cover damages (other than bodily injury, personal injury, advertising injury or property damage) any protected person is legally required to pay for covered loss that results from the conduct of duties by or for a public entity and is caused by a wrongful act. Wrongful act is defined as any act, error or omission. However, wrongful employment practice offenses are not covered.

Who is Protected

Public Entity	Employees (including employees of the entity's boards)
Elected or Appointed Officials	Legal Representatives
Boards	Volunteer Workers

Other

- ◆ Pay on behalf of basis, (Deductible options only).
- ◆ Duty to defend claims and suits even if allegations are groundless, false, or fraudulent.
- ◆ Punitive damages covered up to full policy limits, if allowed by law.
- ◆ No exclusion for Architects, Engineers or Lawyers.
- ◆ Health care professional services and law enforcement activities or operations exclusions apply.
- ◆ Taking of private property for public use (eminent domain), diminution in value, and inverse condemnation are excluded.

PUBLIC ENTITY EMPLOYMENT PRACTICES LIABILITY
Claims Made

Coverage	Limit
Total Limit	\$ 2,000,000
Each Wrongful Employment Practice Offense Limit	\$ 2,000,000
Self-Insured Retention Each Wrongful Act - Loss & Loss Expense	\$ 250,000

Retro Date: 02/28/2005
IMPORTANT NOTICE: This is a claims-made insuring agreement that includes defense expenses within the limits of coverage.

Features and Benefits

Coverage Agreement

This agreement is designed to cover damages (other than bodily injury or property damage) any protected person is legally required to pay for covered employment injury to employees that results from a wrongful employment practice offense. Wrongful employment practice offense is defined to include discrimination, termination, employment-related harassment, retaliatory action, wrongful discipline, hiring, supervision, demotion, or failure to promote, and employment-related misrepresentation, defamation, libel, slander, disparagement, and invasion of privacy.

Who is Protected

- | | |
|--------------------------------|--|
| Public Entity | Employees (including employees of the entity's boards) |
| Elected or Appointed Officials | Volunteer Workers |
| Boards | |

Other

- ◆ Pay on behalf of basis (Deductible options only).
- ◆ Duty to defend claims or suits even if allegations are groundless, false, or fraudulent.
- ◆ Suit includes administrative hearings, such as EEOC proceedings
- ◆ Punitive damages covered up to full policy limits, if allowed by law.
- ◆ Defense expenses are included within the limits of coverage. Damages include attorneys' fees of the person making or bringing the claim or suit if the protected person is legally required to pay them under the law which was violated.
- ◆ Declaratory, injunctive or other non-monetary relief costs are excluded.

AUTOMOBILE LIABILITY AND AUTO PHYSICAL DAMAGE

Liability Coverage	Covered Autos	Each Accident Limit	
Liability	Any Auto	\$	1,000,000
Uninsured Motorist	Owned private & commercial autos	\$	300,000
Underinsured Motorist	Owned private & commercial autos	\$	300,000
Uninsured Motorist Property Damage			no coverage
Hired autos			Applies
Nonowned autos			Applies
Number of autos, excluding trailers:		109	

Self Insured Retention Per Accident - Loss & Loss Expense \$ 100,000

Physical Damage Coverage	Valuation	Deductible	Original Cost New
Specified autos			
Comprehensive	Actual Cash Value	\$ 25,000	\$ 265,000
Collision	Actual Cash Value	\$ 25,000	\$ 265,000

Specified Auto - 2006 Freightliner 4UZAASB225CV07000

AUTOMOBILE LIABILITY AND AUTO PHYSICAL DAMAGE

Features & Benefits

Coverage Agreement

This agreement is designed to cover amounts any protected person is legally required to pay as damages for covered bodily injury and property damage that results from the ownership, maintenance, use, loading or unloading of a covered auto and is caused by an accident. In addition, coverage is provided for covered pollution costs or expense that results from accident, which also causes bodily injury or property damage. Coverage also applies for physical damage to covered autos, if shown on the previous page.

Who is Protected for Auto Liability

Public Entity	Elected or Appointed Officials
Any permitted user	Volunteer Workers (for use of a covered auto)
Board Members	Owner of a Commandeered Auto

Other

- ◆ Liability coverage for intentional or expected bodily injury and property damage if the injury or damage results from the reasonable use of force to protect people or property
- ◆ Injury to volunteer workers, including firefighters, is excluded.
- ◆ Injury to a fellow employee is excluded, unless otherwise shown on the preceding page.
- ◆ Physical damage coverage, if written, is extended to provide the following:
 - Coverage for physical damage to covered autos for intentional or expected damage if the physical damage results from the reasonable use of force to protect people or property.
 - Includes coverage for audio and radar detection equipment, if part of the normal inventory of the insureds emergency vehicles.
 - Accidental inflation of airbags \$1,000.
 - Personal belongings in a stolen vehicle \$250.
 - Automatic coverage for commandeered autos.

AUTOMOBILE LIABILITY

Automobile Average Rate & Reporting Requirements

In order to provide our insureds better service and administrative efficiency, Travelers Public Sector Services is pleased to provide the following process for handling mid-term automobile change requests. All requests will be managed in accordance with the Average Rate Application outlined below. The insured should continue to submit all change requests to their agent for accurate record keeping and claims verification purposes.

Average Rate Application

1. The premium for the Automobile Liability coverage is average rated. Automobile Liability is rated on a "per unit" basis.
2. The average rate for Automobile Liability is the rate applicable at the inception of the policy. Based on the information provided for this proposal and as of the date of this proposal, this rate is as follows:

Liability
158.67

3. The premium charged at inception is the estimated annual premium based on the number of units on file with the company at inception. The insured is to submit a current schedule of owned automobiles as of the expiration of the policy and the total earned premium will be computed on the basis of the average net change in units for the policy term.
4. All autos added using the "Average Rate Guidelines" will carry the same Liability limits issued at policy inception.

UMBRELLA EXCESS LIABILITY - OCCURRENCE

Coverage	Limit
General Total Limit	\$ 9,000,000
Products & Completed Work Total Limit	\$ 9,000,000
Personal Injury Each Person Limit	\$ 9,000,000
Advertising Injury Each Person Limit	\$ 9,000,000
Law Enforcement Liability Each Wrongful Act Limit	\$ 9,000,000
Each Event Limit	\$ 9,000,000
Deductible	\$ 10,000
Coverage is provided over the following underlying limits:	
Public Entity General Liability	\$ 1,000,000
Law Enforcement Liability	\$ 1,000,000
Auto Liability	\$ 1,000,000

The following exclusions apply:

- Asbestos
- Employment Related Practices Exclusion Endorsement
- Failure to Supply Services Total Exclusion Endorsement
- Health Care Professional Services Exclusion Endorsement
- Injury to Volunteer Firefighters Exclusion Endorsement
- Mobile Equipment Subject to Compulsory or Financial Responsibility Insurance
Laws or Scheduled under your Automobile Liability Insurance Redefined as Autos
- Mold, Other Fungi, or Bacteria Exclusion Endorsement
- Property Damage Change and Intellectual Property Exclusion
- Public Use of Property Exclusion Endorsement
- Unsolicited Communication Exclusion Endorsement
- Lead Exclusion Endorsement
- Silica Exclusion Endorsement
- Patient Injury Exclusion Endorsement
- Described Locations Exclusion: Hospital or nursing home

UMBRELLA EXCESS LIABILITY - OCCURRENCE

Features & Benefits

Coverage Agreement

This agreement is designed to provide excess limits above primary coverage for bodily injury, property damage, personal injury and advertising injury that results from a catastrophic event. "Drop down" coverage responds to a reduction in the available primary insurance limit as a result of an impaired each event limit and replaces the primary insurance should the underlying total limit be exhausted. Coverage is on a broader than primary basis.

Who is Protected

Follows the primary.

Other

- ◆ Sewer back up and failure to supply services are excluded.
- ◆ Coverage does not apply over Employee Benefit Plans Administration Liability, Public Entity Management Liability or Health Care Professional Liability.
- ◆ Deductible applies only to losses covered by the Umbrella Excess but not covered under the primary.

EXCESS ERRORS AND OMISSIONS LIABILITY	
--	--

Coverage	Limit
Total Limit	\$ 9,000,000
Coverage is provided over the following underlying each wrongful act limit:	
Employee Benefit Plans Administration Liability - Claims Made	\$ 1,000,000
Public Entity Management Liability - Claims Made	\$ 1,000,000

Features & Benefits

Coverage Agreement

This agreement is designed to provide excess limits above primary coverage for damages *other than* bodily injury, property damage, personal injury and advertising injury that results from a catastrophic event. "Drop down" coverage responds to a reduction in the available primary insurance limit as a result of an impaired each wrongful act limit and replaces the primary insurance should the underlying total limit be exhausted. Coverage is on a following form over primary basis.

Who is Protected

Follows the primary.

Other

- ◆ Coverage does not apply over General Liability, Auto Liability, Law Enforcement Liability or any other coverage providing bodily injury, property damage, personal injury or advertising injury.
- ◆ Coverage does not apply over Employment Practices Liability

TOTAL RETENTION

Total Retention Type	Total Retention Amount
Total Self Insured Retention	\$ 750,000

The total retention applies to the combination of all retention obligations for the following coverages:

- Public Entity General Liability
- Employee Benefit Plans Administration Liab.
- Law Enforcement Liability
- Public Entity Management Liability
- Auto Liability
- Uninsured Motorist Liability

SPECIAL CLAIM HANDLING CONDITIONS

When your coverage is written on a Self-Insured Retention basis:

- This quote is valid only for claim administrator shown below:

Entity Approved to Handle Claims:	CCMSI
Coverages:	Public Entity General Liability Auto Liability Uninsured Motorist Liability Employment Practice Liability Employee Benefit Plans Administration Liab. Law Enforcement Liability Public Entity Management Liability

- When Travelers is not the claim administrator, the following applies:
 - immediate notification of:
 - any claim exceeding 50% of any SIR,
 - the total claim activity exceeding 50% of the total SIR, and
 - serious injury claims outlined in policy forms.
 - quarterly loss runs from the TPA or self administrator that include the date of loss, claimant name, description of the claim, open and closed claim amounts, open and closed expense amounts,
 - cooperation in claim audits (minimum requirement is annual)
 - a copy of the agreement between the TPA and insured, and
 - advance notice of any change in claim administrator.
- Please refer to the forms entitled General Rules and What To Do If You Have A Loss Self-Insured Retention Endorsement outlining your responsibilities to report claims.



Underwriter: Barb Hadler
Fax Number: 651-310-5383

ACCOUNT PREMIUM SUMMARY & PROVISIONAL BILL

Entity Name: Tazewell County
Agency: Wells Fargo Insurance Services of IL State: IL

This notice serves as a premium summary and provisional bill. Acceptance of coverage means that payment is due on your account current 45 days from the effective date. The quoted premium contemplates full payment and no installment charge. To bind coverage:

- Place a checkmark in the box next to the payment plan and lines of business to be bound;
- Indicate the effective date;
- Sign this form and fax to the underwriter named above.

AGENCY BILL PAYMENT PLAN OPTIONS	INSTALLMENT CHARGE	SELECTION
Full Payment - due at inception	None	
2 Pay - 50% due at inception, 50% due at 6th month	None	
4 Pay - 25% due at inception, 25% due at 4th, 7th, & 10th month	None	

COVERAGE:	PREMIUM	INSUREDS SELECTION
Property	\$ 33,095	<input checked="" type="checkbox"/> Bind
Equipment Breakdown	\$ 5,144	<input checked="" type="checkbox"/> Bind
Flood & Earthquake	\$ 5,517	<input checked="" type="checkbox"/> Bind
Inland Marine	\$ 6,826	<input checked="" type="checkbox"/> Bind
General Liability	\$ 19,126	<input checked="" type="checkbox"/> Bind
Employee Benefit Plans Administration Liability	\$ 128	<input checked="" type="checkbox"/> Bind
Law Enforcement Liability	\$ 46,629	<input checked="" type="checkbox"/> Bind
Public Entity Management Liability	\$ 7,854	<input checked="" type="checkbox"/> Bind
Public Entity Employment Practices Liability	\$ 17,479	<input checked="" type="checkbox"/> Bind
Auto Liability	\$ 17,295	<input checked="" type="checkbox"/> Bind
Auto Physical Damage	\$ 911	<input checked="" type="checkbox"/> Bind
Umbrella	\$ 25,984	<input checked="" type="checkbox"/> Bind
Excess Errors and Omissions	incl	<input checked="" type="checkbox"/> Bind
Total Premium	\$ 185,988	<input checked="" type="checkbox"/> Bind

Note - Terrorism Coverage is included in the property and inland marine premiums outlined above. Terrorism is excluded from the other lines of coverage.

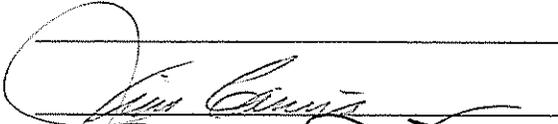
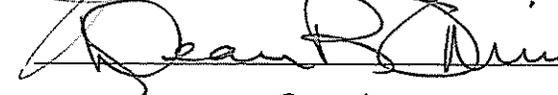
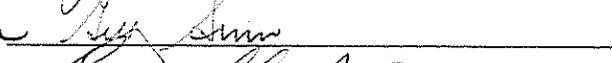
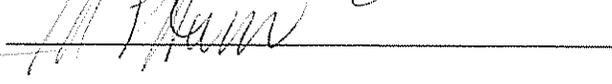
Signature: X David A. Jones Date: X 2/27/09

Motion by Member Neuhauser second by Member Sundell to approve Resolution # 19. Carried by Voice Vote.

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 authorize the Wells Fargo contract effective February 28, 2009; and

WHEREAS, it is recommended that the County Board renew its agreement with Wells Fargo Insurance Service, Inc. as the County's Workers' Compensation and the County's Property, Automobile, Liability, et al. Insurance Agent of Record at a cost of \$18,000; and

WHEREAS, the County's Risk Management Committee recommends to the County Board to authorize the Board Chairman or the County Administrator to sign and execute the contract.

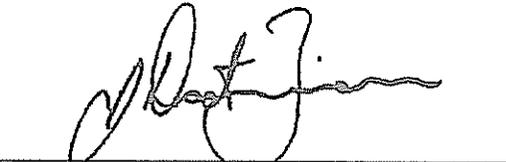
THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

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

PASSED THIS 25TH DAY OF FEBRUARY, 2009.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

CLIENT SERVICE AGREEMENT – PROPERTY/CASUALTY

This Client Service Agreement ("Agreement") is made and entered into this 28th day of February by and between Wells Fargo Insurance Services of Illinois, Inc., having an office located at 205 Landmark Drive, Normal, IL 61761 ("WFIS") and Tazewell County, having an office located 115 S. 4th St. Pekin, Illinois 61554 .

WHEREAS, WFIS is duly licensed by the state of Illinois and other jurisdictions to engage in the insurance business for the purposes set forth herein, and;

WHEREAS, Tazewell County desires to engage the services of WFIS upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Lines of Insurance Coverage

This Agreement is entered into with respect to the following lines of insurance coverage and for which Tazewell County agrees to name WFIS as its Broker of Record:

[Property/Casualty/Excess/Workers Compensation]

2. Services

WFIS agrees to provide to Tazewell County the following insurance brokerage services:

[Marketing, policy and other consulting services as needed]

The above-referenced services shall be rendered by WFIS to Tazewell County pursuant to the terms of this Agreement. Any additional services requested by Tazewell County shall be negotiated by the parties under separate written agreement.

3. Compensation

[Choose all applicable compensation]

Fee Only

WFIS will be compensated for the services through payment of a fee by Tazewell County to WFIS as outlined in this Agreement. The annual fee will be \$18,000, payable and to be invoiced as follows, Annual.

Fee and Commission

WFIS will be compensated for the services outlined in this Agreement through the payment of a fee in the amount of _____ to WFIS, as well as the payment of commissions received from insurance companies. The commission is usually a percentage of the premium you pay for your insurance policy. It is paid by the insurance company for placing and servicing your insurance with them. WFIS will provide the amount of the commission to be paid by the insurer prior to the binding of the policy(s).

Fee offset by Commission

With respect to insurance placed by WFIS on _____'s behalf, WFIS will disclose to _____ any standard commissions received by WFIS and credit them against the annual fee if permitted by law. In the event such commissions for a contract year exceed WFIS' annual fee for that year, then excess commissions will be returned to _____ if permitted by law. Otherwise, excess commissions

will be carried forward and applied against WFIS' annual compensation for subsequent years to the extent permitted by law.

Contingent Commissions

Some of the insurance companies WFIS represents may pay it additional incentive commission, sometimes referred to as bonus or contingent commissions, which may be based on the total volume of business we sell for them, and/or the growth rate of that business, retention rate, claims loss ratio, or other factors considering our entire book of business with an insurance company for a designated period of time. Such additional commissions would be in addition to any other compensation WFIS may receive. WFIS will provide additional information regarding these agreements, and an estimate of any applicable contingent commissions will be provided prior to binding of the policy(s).

Miscellaneous Sources of Compensation

In addition to the foregoing, WFIS may also receive income from the following sources:

- Interest earned on premiums received from you and forwarded to the insurance company through WFIS' bank accounts.
- Payments from insurance companies to defray the cost of services provided for them, including advertising, training, certain employee compensation, and other expenses

In the event there is a significant change in Tazewell County operations which affects the nature and scope of its insurance requirements, the parties agree to renegotiate WFIS' compensation as appropriate.

4. Brokerage Intermediaries

WFIS may utilize the services of other intermediaries, such as wholesale brokers, excess and surplus lines brokers, reinsurance intermediaries and underwriting managers, to assist in the marketing of Tazewell County insurance coverages, when in WFIS' professional judgment those services are necessary. Depending on the circumstances involved, it may be necessary to use an intermediary affiliated with WFIS. The compensation of such intermediaries is not included in WFIS' compensation under this Agreement and will be paid by insurers out of paid premiums. The compensation paid to WFIS' affiliates will be disclosed to Tazewell County prior to binding any coverage on Tazewell County behalf.

5. Term and Termination

The term of this Agreement shall commence on 02/28/09 and shall terminate one (1) year thereafter. The term may be extended by mutual written agreement of the parties. In the event of termination, WFIS will assist Tazewell County in arranging a smooth transition process. However, WFIS' obligation and the obligation of its affiliates to provide services to Tazewell County will cease upon the effective date of termination, unless otherwise agreed in writing.

Notwithstanding the term of this Agreement, either party shall have the right to terminate this Agreement upon 90 days' prior notice to the other. In the event of termination by the Customer prior to expiration, WFIS' annual compensation will be deemed earned according to the following schedule:

Service Fee is 100% earned

6. Accuracy of Information

WFIS' ability to provide Tazewell County with the services outlined in paragraph 2 above is conditioned upon WFIS' receipt of accurate and timely information from Tazewell County. WFIS will not independently verify or authenticate information provided by or on behalf of Tazewell County, shall be solely responsible for the accuracy and completeness of such information and other documentation furnished to WFIS.

7. Surplus Lines

In certain cases, placements that WFIS makes on Tazewell County behalf may require the payment of surplus lines taxes and/or fees to state regulators, boards or associations, which Tazewell County agrees to pay. Such taxes will be identified on marketing results and invoices covering these placements.

8. Books and Records

Tazewell County is entitled to copies of reports prepared by WFIS hereunder, contracts between Tazewell County and its carriers/administrators to the extent such contracts are in WFIS' possession and control, and communications between WFIS and Tazewell County's insurance carriers and employee benefits providers to the extent such books and records are maintained by WFIS with regard to its performance under this Agreement

9. Entire Agreement

This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein, superseding all prior agreements, understandings, and negotiations with respect to such matters. This Agreement may be modified or otherwise amended and the observance of any term of this Agreement may be waived only if such modification, amendment, or waiver is in writing and signed by the party to be charged with same. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors. Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including, without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures, or attacks on its server. The parties further agree that neither party shall have any liability for indirect, special, punitive, consequential, or incidental damages, including, without limitation, loss of profits.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS THEREOF, the parties have hereunto set their hands on the date and year first above written for the purposes set forth in this Agreement:

Wells Fargo Insurance Service, Inc.

Tazewell County

G. W. McColloch
Signature

David A. Jones
Signature

G. W. McColloch
Print Name

DAVID A. JONES
Print Name

Senior Vice President
Title

COUNTY ADMINISTRATOR
Title

2-27-09
Date

February 27, 2009
Date

Statement of Values

Print Date: 01/22/09

Client Name and Address
 TAZEWELL COUNTY
 11 S. 4TH STREET
 SUITE 432
 PEKIN, IL 61554

Company
 ST PAUL INSURANCE COS
 Policy Number
 GP06301720
 Effective Date
 02/28/08
 Expiration Date
 02/28/09

Agency Name and Address
 WELLS FARGO INS SERVICES OF IL
 205 LANDMARK DR
 PO BOX 968
 NORMAL, IL 61761

Loc. #	Pol. #	Location/Address/Building Description	Coverage	Value	Cause of Loss	Coins	Val
1		334 ELIZABETH, SECOND FLOOR PEKIN, IL 61554	Building	3,628,163	Special	100%	RC
2		COUNTY ADMINISTRATION OFFICES, ETC....	Personal Property	180,456	Special	100%	RC
3		342 COURT STREET PEKIN, IL 61554	Building Personal Property	10,925,126 895,296	Special Special	100% 100%	RC RC
4		11 S. 4TH STREET PEKIN, IL 61554	Building Personal Property	8,062,644 598,416	Special Special	100% 100%	RC RC
5		414 COURT STREET PEKIN, IL 61554	Building Personal Property	2,821,093 207,234	Special Special	100% 100%	RC RC
6		21314 IL. ROUTE 9 TREMONT, IL 61568	Building Personal Property	589,265 40,748	Special Special	100% 100%	RC RC
		1 ANIMAL CONTROL BLDG. 21303-21310 IL RT 9 TREMONT, IL 61568	Building Personal Property				

CISGEM C540 Page: 1 of 3 Insured's Signature/Title: *David A. Jones* County Administrator Date: X *2/27/09*

Statement of Values

Print Date: 1/22/09

Client Name and Address	
TAZEWELL COUNTY 11 S. 4TH STREET SUITE 432 PEKIN, IL 61554	
Company	
ST PAUL INSURANCE COS	
Policy Number	GP06301720
Effective Date	02/28/08
Expiration Date	02/28/09

Agency Name and Address	
WELLS FARGO INS SERVICES OF IL 205 LANDMARK DR PO BOX 968 NORMAL, IL 61761	

Loc. #	Building Description	Coverage	Value	Cause of Loss	Coins	Val
1	HEALTH DEPT. OFFICES	Building Personal Property	324,450	Special	100%	RC
2	HIGHWAY DEPT. STORAGE	Building Personal Property	41,913	Special	100%	RC
3	SALT DOME	Building Personal Property	104,760	Special	100%	RC
4	TRUCK STORAGE	Building Personal Property	9,139	Special	100%	RC
5	NEWLIN TRAINING CENTER	Building Personal Property	316,523	Special	100%	RC
6	HEALTH DEPT. OFFICES	Building Personal Property	31,434	Special	100%	RC
7	HIGHWAY DEPT. OFFICE/REPAIR	Building Personal Property	518,120	Special	100%	RC
8	EMERGENCY SERVICES	Building Personal Property	4,217,850	Special	100%	RC
9	ESDA EQUIPMENT STORAGE	Building Personal Property	337,628	Special	100%	RC
10	HIGHWAY DEPT.	Building Personal Property	2,081,888	Special	100%	RC
11	HEALTH DEPT.	Building Personal Property	484,322	Special	100%	RC
12	HIGHWAY DEPT-STORAGE	Building Personal Property	689,132	Special	100%	RC
			50,000	Special	100%	RC
			421,785	Special	100%	RC
			100,000	Special	100%	RC
			272,538	Special	100%	RC
			6,986	Special	100%	RC
			519,120	Special	100%	RC
			60,000	Special	100%	RC
			37,853	Special	100%	RC
			5,000	Special	100%	RC
			37,853	Special	100%	RC

Statement of Values

Print Date: 01/22/09

Client Name and Address
 TAZEWELL COUNTY
 11 S. 4TH STREET
 SUITE 432
 PEKIN, IL 61554

Company
 ST PAUL INSURANCE COS
 Policy Number
 GP06301720
 Effective Date
 02/28/08
 Expiration Date
 02/28/09

Agency Name and Address
 WELLS FARGO INS SERVICES OF IL
 205 LANDMARK DR
 PO BOX 968
 NORMAL, IL 61761

Loc.#	Buildg.#	Location Address / Building Description	Coverage	Value	Cause of Loss	Coins	Val
7		ROUTE 9 PEKIN, IL 61554	Building	37,853	Special	100%	RC
	1	GUN RANGE	Personal Property	5,000	Special	100%	RC
8		601 SPRINGFIELD ROAD EAST PEKIN, IL 61554	Building	117,980	Special	100%	RC
9		101 S. CAPITOL PEKIN, IL 61554	Building	16,790,288	Special	100%	RC
	1	JUSTICE CENTER	Personal Property	243,225	Special	100%	RC
10		VARIOUS LOCATIONS PEKIN, IL 61554	Personal Property	130,000	Special	100%	RC
11		Blanket Business Income/Extra Expense Form PEKIN, IL 61554	Combined Business Income and Extra Expense	1,000,000	Special	50%	RC
	1	Blanket Limit regards to all locations					
		Limits shown are 100% to value					

Expenditure Report:

To: The Tazewell County BoardFund 100Department: 111**JANUARY, 2009**

The Tazewell County Auditor, Vicki Grashoff reports that the following claims have been audited and recommends that the same be allowed: and that orders be issued to the several claimants for the indicated amounts to be paid from the appropriate fund:

Emp No:	Claimant	Nature of Claim	Amount	Account:
49	Ackerman, John	Spec Per Diem		511-080
19	Antonini, Joyce	Spec Per Diem		511-080
23	Berardi, Joseph	Spec Per Diem		511-080
5	Carius, James	Spec Per Diem	\$120.00	511-080
62	Crawford, K. Russell	Spec Per Diem	\$360.00	511-080
30	Donahue, Jan	Spec Per Diem	\$120.00	511-080
8	Grimm, Dean	Spec Per Diem	\$360.00	511-080
67	Hahn, Paul	Spec Per Diem		511-080
36	Harris, Michael	Spec Per Diem	\$300.00	511-080
6	Hillegonds, Terry C.	Spec Per Diem		511-080
56	Hobson, Lincoln C.	Spec Per Diem	\$60.00	511-080
20	Imig, Carroll	Spec Per Diem	\$60.00	511-080
66	Meisinger, Darrell	Spec Per Diem	\$60.00	511-080
61	Neuhauser, Tim	Spec Per Diem	\$120.00	511-080
43	Palmer, Rosemary	Spec Per Diem	\$60.00	511-080
16	Sinn, Greg	Spec Per Diem	\$240.00	511-080
48	Stanford, Mel	Spec Per Diem	\$60.00	511-080
54	Sundell, Sue	Spec Per Diem		511-080
50	Vanderheydt, Jerry	Spec Per Diem	\$60.00	511-080
44	VonBoeckman, Terry	Spec Per Diem	\$180.00	511-080
	Auditor's Total:		\$2,160.00	

Motion by Member Carius second by Member Hobson to approve January 2009 bills. Carried by Roll Call Vote. Aye: Ackerman, Antonini, Berardi, Carius, Crawford, B. Grimm, D. Grimm, Hahn, Harris, Hobson, Imig, Meisinger, Neuhauser, Palmer, Sinn, Stanford, Sundell, Vanderheydt and Vonboeckman. Absent: Donahue and Hillegonds.

Expenditure Report:

To: The Tazewell County Board

Fund 100

Department: 111

JANUARY, 2009

The Tazewell County Auditor, Vicki Grashoff reports that the following claims have been audited and recommends that the same be allowed: and that orders be issued to the several claimants for the indicated amounts to be paid from the appropriate fund:

Emp No:	Claimant	Nature of Claim	Amount	Account:
49	Ackerman, John	Salary	\$200.00	511-090
19	Antonini, Joyce	Salary	\$200.00	511-090
23	Berardi, Joseph	Salary	\$200.00	511-090
5	Carius, James	Salary	\$200.00	511-090
62	Crawford, K. Russell	Salary	\$200.00	511-090
30	Donahue, Jan	Salary	\$200.00	511-090
8	Grimm, Dean	Salary	\$200.00	511-090
67	Hahn, Paul	Salary	\$200.00	511-090
36	Harris, Michael	Salary	\$200.00	511-090
6	Hillegonds, Terry C.	Salary	\$200.00	511-090
56	Hobson, Lincoln C.	Salary	\$200.00	511-090
20	Imig, Carroll	Salary	\$200.00	511-090
66	Meisinger, Darrell	Salary	\$200.00	511-090
61	Neuhauser, Tim	Salary	\$200.00	511-090
43	Palmer, Rosemary	Salary	\$200.00	511-090
16	Sinn, Greg	Salary	\$200.00	511-090
48	Stanford, Mel	Salary	\$200.00	511-090
54	Sundell, Sue	Salary	\$200.00	511-090
50	Vanderheydt, Jerry	Salary	\$200.00	511-090
44	VonBoeckman, Terry	Salary	\$200.00	511-090
	Auditor's Total:		\$4,000.00	

Claims Docket
Expenditure Accounts

Comty Vend-No	Vend-Name	COUNTY BOARD (100-111)	Invoice-Numb	Expense-Amount
100-111-522-010		OFFICE SUPPLIES		
734	QUILL CORPORATION*	GEL PINS 100-111	3905681	53.98
88723	FLOWERS BY FLORENCE*	FLRL MAYOR TEBBEN 100-111	008258	64.80
100-111-522-140		DUES & SUBSCRIPTIONS		
146	JOURNAL STAR*	RENWL 52 WK SUB. 100-111	1080787-0209	130.00
1429	PRAIRIE RIVERS RC & D*	MEMBERSHIP RNWL 100-111	1429-0209	250.00
70284	GOVERNMENT FINANCE OFFC ASSOC*	MEMBERSHIP RNWL 100-111	0032640-0209	825.00
100-111-533-152		BOARD CHAIRMAN TRAVEL		
42	ZIMMERMAN* J DAVID	MILEAGE 100-111	42-0209A	293.70
42	ZIMMERMAN* J DAVID	MEALS/PARK REIMB 100-111	42-0209B	35.86
80586	MORTON COMMUNITY BANK	HOTEL MEAL 100-111	8305-0209	200.99
100-111-533-153		ADMINISTRATOR EXPENSES		
7557	MORTON COMMUNITY BANK	ILCMA 09 CONF REG FEE 100-111	6432-0209	130.00
82321	JONES* DAVID A	METRO COUNTIES CHI. 100-111	82321-0209	20.60
100-111-533-300		MILEAGE		
24	BERARDI* JOSEPH	MILEAGE 100-111	24-0209	9.35
25	CARIUS* JAMES	MILEAGE 100-111	25-0209	66.55
26	CRAWFORD* K RUSSELL	MILEAGE 100-111	26-0209	90.75
29	GRIMM* DEAN	MILEAGE 100-111	29-0209	167.34
31	IMIG* CARROLL	MILEAGE 100-111	31-0209	49.50
39	SINN* GREG	MILEAGE 100-111	39-0209	61.60
155	PALMER* ROSEMARY	MILEAGE 100-111	155-0209	26.40
204	STANFORD* MELVIN	MILEAGE 100-111	2041-0209	56.10
3428	DONAHUE* JANET	MILEAGE 100-111	3424-0209	28.60
5716	HARRIS* MICHAEL	MILEAGE 100-111	5716-0209	115.50
6848	VANDERHEYDT* JERRY R	MILEAGE 100-111	6848-0209	11.00
17957	VONBOECKMAN* TERRY	MILEAGE 100-111	17957-0209	84.15
74339	SUNDELL* SUE	MILEAGE 100-111	74339-0209	30.80
75298	HOBSON* LINCOLN C	MILEAGE 100-111	75298-0209	49.50
77953	MELFINGER* DARRELL G	MILEAGE 100-111	77953-0209	40.15
78594	NEUHAUSER* TIMOTHY D	MILEAGE 100-111	78594-0209	61.60
83204	PARKER* SHANNON	JAN. MILEAGE 100-111	83204-0209	17.05
87928	HAHN* PAUL	MILEAGE 100-111	87928-0209	16.50
100-111-544-000		MISC. EQUIPMENT		

Proceedings of the County Board met on the 25th day of February, 2009

TAZEWELL COUNTY

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	COUNTY BOARD (100-111)	Invoice-Numb	Expense-Amount
88506		MORTON COMMUNITY BANK MASTERCARD*	OFFICE FURNITURE PLNT 100-111	8305B-0209	180.55
				TOTAL:	<u>3,167.92</u>
100-11-522-140			DUES & SUBSCRIPTIONS		
1258		METRO COUNTIES OF ILLINOIS	2009 MEMBERSHIP DUES		
				MANUAL TOTAL	4,019.00
				GRAND TOTAL	7,186.92

4,019.00 check# 1505 02-06-09

Claims Docket
Expenditure Accounts

ComLy Vend-No	Vend-Name	CIRCUIT CLERK (100-121)	Invoice-Numb	Expense-Amount
100-121-522-030	WILL HARMS CO*	BOOKS & RECORDS		
20	BRADFORD SYSTEMS CORPORATION*	X STAMPER 100-121	27834	69.99
81	BRADFORD SYSTEMS CORPORATION*	LABELS 100-121	9451-1	19.39
81	BRADFORD SYSTEMS CORPORATION*	LABELS 100-121	9565-1	5.45
81	BRADFORD SYSTEMS CORPORATION*	LABELS 100-121	9566-1	8.60
81	BRADFORD SYSTEMS CORPORATION*	LABELS 100-121	9620-1	5.25
81	BRADFORD SYSTEMS CORPORATION*	LABELS 100-121	9625-1	20.44
90	DES MOINES STAMP MFG CO*	FILE STAMP 100-121	0818708	20.30
			TOTAL:	<u>149.42</u>

Claims Docket
Expenditure Accounts

Comty Vend-No	Vend-Name	PUBLIC DEFENDER (100-123)	ASST. PUBLIC DEFENDER OFFICE	Invoice-Numb	Expense-Amount
100-123-533-971	BODE*KIRK W		OFFICE EXPENSE REIMB 100-123	1228-0209	750.00
1228	SHEEHAN*DENNIS M		OFFICE EXPENSE REIMB 100-123	1230-0209	750.00
1230	PALUSKA*LARRY G		OFFICE EXPENSE REIMB 100-123	1231-0209	750.00
1231	WERTZ*MARK E		OFFICE EXPENSE REIMB 100-123	1235-0209	450.00
1235	MADISON*ANGELA		OFFICE EXPENSE REIMB 100-123	10092-0209	450.00
100-92	LONERGAN*JOHN		OFFICE EXPENSE REIMB 100-123	11449-0209	450.00
11449	THOMAS*DALE		OFFICE EXPENSE REIMB 100-123	16264-0209	450.00
16264	LEUCK*JOHN F		OFFICE EXPENSE REIMB 100-123	61048-0209	450.00
61048	DLUSKI*AIMEE		OFFICE EXPENSE REIMB 100-123	69692-0209	300.00
69692	TAYLOR*LUKE		OFFICE EXPENSE REIMB 100-123	73182-0209	300.00
73182	BRADSHAW*JAMES D		OFFICE EXPENSE REIMB 100-123	73185-0209	300.00
73185	SOLOMON*LAWRENCE M		OFFICE EXPENSE REIMB 100-123	73186-0209	300.00
73186	RITCHIE*TIFFANY		OFFICE EXPENSE REIMB 100-123	74026-0209	300.00
74026	RISINGER*MICHAEL D		OFFICE EXPENSE REIMB 100-123	81970-0209	300.00
81970	HOPPOCK*MATTHEW		OFFICE EXPENSE REIMB 100-123	88721-0209	300.00
88721					

TOTAL: 6,600.00

Claims Docket
 Expenditure Accounts

County	Vend-No	Vend-Name	STATES ATTORNEY (100-124)	Invoice-Numb	Expense-Amount
	100-124-522-010		OFFICE SUPPLIES		
20	WILL HARMS CO*		WALL CALENDAR 100-124	27827	11.29
20	WILL HARMS CO*		FILE FOLDERS 100-124	27906	81.98
100-24-522-030			BOOKS & RECORDS		
43	WEST PAYMENT CENTER*		BOOKS 100-124	817547259	295.00
100-24-522-140			PROF. DUES AND INSURANCE		
77737	PACER SERVICE CENTER*		ELECTRONIC FILING 100-124	TC1453-0209	28.40
100-24-533-050			LEGAL SERVICES		
14226	ILLINOIS SHERIFFS' ASSOCIATION*		LEGAL SVCS S/A 100-124	3211	550.00
100-24-533-140			COURT REPORTING FEES		
21499	SHANE* JULIA		GRAND JURY 100-124	010809	311.50
26026	HARRIS*E SCOTT		GRAND JURY 1/22/09 100-124	2602-0209	581.00
100-24-533-400			LEGAL NOTICES		
146	JOURNAL STAR*		08-JA-129 100-124	12896	39.00
146	JOURNAL STAR*		09-JA-5	12920	41.34
100-24-544-000			MISC EQUIPMENT		
87837	HARMON* JOHN C		AUDIO CABLE 100-124	87837-0209	29.47
				TOTAL:	1,968.98

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	JURY COMMISSION (100-125)	Invoice-Num	Expense-Amount
	100-125-522-010		OFFICE SUPPLIES		
77	HINCKLEY SPRINGS*		WTR, DEPO, RNFL 100-125	1707352-0209	105.39
87939	JOE ABRAHAM & SONS		AMUSEMENT/VENDI COFFEE/CUPS 100-125	2938	69.90
100-125-533-710			OFFICE EQUIPMENT MAINTENANCE		
2062	GOODIN ASSOCIATES LTD*		SFTWR MAINT. CNTRCT 100-125	14423	312.00
				TOTAL:	<u>487.29</u>

Claims Docket
 Expenditure Accounts

Comity Vend-No	Vend-Name	AUDIT (100-150)	Invoice-Numb	Expense-Amount
100-150-533-100		EXTERNAL AUDIT FEE		
1237	CLIFTON GUNDERSON LLP*	REGULAR AUDIT 100-150	223604-A	15,000.00
100-150-533-140		GASB 34 CONSULTING		
1237	CLIFTON GUNDERSON LLP*	GASB34 100-150	223604-C	5,000.00
100-150-533-145		IMPLEMENTATION RISK ASSESS STAND		
1237	CLIFTON GUNDERSON LLP*	RISK ASSESS 100-150	223604-B	10,000.00
TOTAL:				<u>30,000.00</u>

Claims Docket
 Expenditure Accounts

Comtly Vend-No	Vend-Name	COUNTY CLERK/ELECTIONS (100-152)	Invoice-Numb	Expense-Amount
100-152-522-030	LIBERTY SYSTEMS LLC*	BOOKS & RECORDS	1571	351.00
82215	LIBERTY SYSTEMS LLC*	AJAX BINDERS 100-152		
100-152-522-080	WIDMER INTERIORS*	ELECTION SUPPLIES	582357	169.00
46	DAILY TIMES*	WRK ON KADVEYER 100-152	78526	68.00
108	VERIZON WIRELESS*	NOTICE 100-152	1959932112	2.10
731	VERIZON WIRELESS*	ELECTION CELL PHONES 100-152		
100-152-533-410	ARAMARK UNIFORM SERVICES INC*	PRINTING	5342108	34.85
54	ARAMARK UNIFORM SERVICES INC*	SHOP TOWELS/RUG 100-152	5352198	34.85
54	ARAMARK UNIFORM SERVICES INC*	SHP TOWELS/RUG 100-152	35Q52730	1,156.00
150	MIDLAND PAPER*	PAPER SUPPLIES 100-152	B012153B	13.20
782	TSC BANDALL*	PAPER SUPPLIES 100-152	B012153C	52.80
782	TSC BANDALL*	PAPER SUPPLIES 100-152	B012644	787.75
782	TSC BANDALL*	PAPER SUPPLIES 100-152	B012833	945.73
782	TSC BANDALL*	PAPER SUPPLIES 100-152	B012833A	215.08
782	TSC BANDALL*	PAPER SUPPLIES 100-152	B012833B	72.40
782	TSC BANDALL*	PAPER SUPPLIES 100-152	B013188	901.51
789	PRESSTEK INC*	PLATEMAKER CNTRCT 100-152	T576507	1,426.67
789	PRESSTEK INC*	PRESS CNTRCT 100-152	T576508	2,352.79
100-152-544-000	QUILL CORPORATION*	MISC EQUIPMENT	4320310	643.37
734	QUILL CORPORATION*	13 MONITOR STANDS 100-152		
TOTAL:				9,227.10
100-152-533-300	ANNA GODBY	MILEAGE		
62641	ANNA GODBY	MILEAGE REIMB		49.83
MANUAL TOTAL				49.83
GRAND TOTAL				9,276.93

TAZEWELL COUNTY

A20300
02/11/2009 15:14:19

Claims Docket
Expenditure Accounts

Comity	Vend-No	Vend-Name	RECORDER OF DEEDS (100-153)	Invoice-Numb	Expense-Amount
	100-153-522-030		BOOKS & RECORDS		
4126	ILLINOIS BLUEPRINT CORPORATION*		PLATS 100-153	0902-014	484.80
100-153-533-720			PRINT TRACKING CONTRACT		
84566	ATRIX INTERNATIONAL INC*		COPY CONTROL 100-153	29685-IN	575.00
			TOTAL:		<u>1,059.80</u>

Claims Docket
Expenditure Accounts

County Vnd-No	Vend-Name	TREASURER (100-155)	Invoice-Numb	Expense-Amount
100-155-522-010	QUILL CORPORATION*	OFFICE SUPPLIES		
734	GRAY*DUANE	UNDRSK KEYBOARD 100-155	4395044	52.19
5962		STAMP FOR OFFICE 100-155	5962-0209	9.49
100-155-533-710	HASLER INC*	OFFICE EQUIPMENT MAINTENANCE		
72870		METER RNTL FEE 3 MO 100-155	107096664	165.00
TOTAL:				<u>226.68</u>

TAZEWELL COUNTY

Claims Docket
Expenditure Accounts

County Vnd-No	Vend-Name	SUPERVISOR OF ASSESSMENT (100-157)	Invoice-Numb	Expense-Amount
100-157-522-010 734	QUILL CORPORATION*	OFFICE SUPPLIES	4159555/3907246	135.93
100-157-522-100 1763	TAZEWELL COUNTY HIGHWAY*	GASOLINE	80529	16.77
			TOTAL:	<u>152.70</u>

To: The Tazewell County Board

Fund: 100

Department: 161

The Tazewell County Auditor, Vicki Grashoff reports that the following claims have been audited and recommends that the same be allowed: and that orders be issued to the several claimants for the indicated amounts to be paid from the appropriate fund:

No.	Claimant	Nature of Claim	Amount	Account:
1	Loren Toevs	ZBA-Per Diem	\$120.00	533-060
2	Robert E. Vogelsang	ZBA-Per Diem	\$120.00	533-060
3	Mary Hoeft	ZBA-Per Diem	\$120.00	533-060
4	James Newman	ZBA-Per Diem	\$60.00	533-060
5	Duane Lessen	ZBA-Per Diem	\$60.00	533-060
6	Monica Connett	ZBA-Per Diem	\$60.00	533-060
7	Ken Zimmerman	ZBA-Per Diem	\$120.00	533-060
8	Sandy May (Alternate)	ZBA-Per Diem	\$0.00	533-060
9	John Schmick (Alternate)	ZBA-Per Diem	\$120.00	533-060
			\$780.00	

Claims Docket
Expenditure Accounts

Comty Vend-No	Vend-Name	COMMUNITY DEVELOPMENT (100-161)	Invoice-Numb	Expense-Amount
100-161-522-030	JOURNAL STAR*	BOOKS & RECORDS	1490624-0209	130.00
146		2009 SUBSCRIPTION 100-161		
100-61-522-100	TAZEWELL COUNTY HIGHWAY*	GASOLINE		
1763		JAN GASOLINE 100-161	80528	40.12
7773		CITY OF PEKIN - VEHICLE MAINT DEPT	77739-0209B	20.99
77739		CITY OF PEKIN - VEHICLE MAINT DEPT	77739-0209A	38.07
100-61-533-060	CONNETT*MONICA	APPEAL BOARD		
296		FEB MILEAGE 100-161	296-0209	3.85
1210	TOEVS*LOREN	DEC/FEB MILEAGE 100-161	1210-0209	36.32
6268	VOGELSANG*ROBERT	DEC/FEB MILEAGE 100-161	6268-0209	4.54
10667	NEWMAN*JAMES A	FEB MILEAGE 100-161	10667-0209	22.00
14327	SCHMICK*JOHN	DEC/FEB MILEAGE 100-161	14327-0209	34.05
19536	ZIMMERMAN*KENNETH L	DEC/FEB MILEAGE 100-161	19536-0209	36.32
69484	HOEFT*MARY L	DEC/FEB MILEAGE 100-161	69484-0209	36.32
70579	LESSEN*DUANE	DEC MILEAGE 100-161	70579-0209	10.53
100-61-533-300	DEININGER*KRISTAL	MILEAGE		
148		JAN/FEB MILEAGE 100-161	148-0209	79.20
100-61-533-400	COURIER PUBLISHING CO (MORTON)*	LEGAL NOTICES		
1250		FEB LEGAL NOTICE 100-161	011409	96.56
598	TIMES NEWSPAPERS*	FEB LEGAL NOTICE 100-161	03524637	62.60
100-61-533-981	MUNICIPAL ADDRESSING INC*	ADDRESSING SERVICES		
711		1ST QTR CNTRCT PYMNT 100-161	711-0209	1,000.00
TOTAL:				1,651.47

Claims Docket
 Expenditure Accounts

Comty	Vend-No	Vend-Name	BUILDING ADMINISTRATION (100-181)	Invoice-Numb	Expense-Amount
	100-181-522-080		CLEANING SERVICE SUPPLIES		
5		ATLAS SUPPLY COMPANY*	SUPPLIES 100-181	119860	373.95
5		ATLAS SUPPLY COMPANY*	SUPPLIES 100-181	119929	125.90
5		ATLAS SUPPLY COMPANY*	SUPPLIES 100-181	119983	549.35
5		ATLAS SUPPLY COMPANY*	SUPPLIES 100-181	120087	422.55
	100-81-522-410		LAMPS		
67449		GRAYBAR ELECTRIC COMPANY INC*	LIGHT BULBS 100-181	939241247	100.65
70505		GILLETTE*DANIEL L	LIGHT BULBS 100-181	58003	37.98
	100-81-533-030		JANITORIAL SERVICE		
74		TCRC INC*	CLN MCK,TAZ,VAC 100-181	12116	2,268.01
18475		PROFESSIONAL CLEANING SVC OF CTRL	CLN CRTHSE OPO 100-181	1431	4,553.77
18475		PROFESSIONAL CLEANING SVC OF CTRL	CARPET CLN OPO 100-181	1431A	65.00
18481		CLEMMERS JANITORIAL SERVICE*	CLEAN HARDFLOORS 100-181	01092	1,610.00
	100-81-533-200		TELEPHONE		
102		AT&T*	ESDA 100-181	Z125457-0209	81.40
102		AT&T*	ESDA/DARE FAX 100-181	Z990747-0209	121.15
169		AT&T*	ESDA 100-181	9252271-0209	35.95
222		VERIZON NORTH*	DARE 100-181	3470930-0209	41.33
222		VERIZON NORTH*	ESDA 100-181	4772787-0209	66.44
222		VERIZON NORTH*	SUBSTATION 100-181	7451307-0209	33.26
222		VERIZON NORTH*	ESDA 100-181	9252271-0209	59.71
222		VERIZON NORTH*	ESDA FAX 100-181	9253631-0209	70.56
222		VERIZON NORTH*	SHERIFF 100-181	9254107-0209	77.14
222		VERIZON NORTH*	ESDA 100-181	L002412-0209	54.05
54119		CENTURYTEL*	SHERIFF PRIVATELN 100-181	304070156-0209	51.00
	100-181-533-202		CELLULAR & PAGER SERVICE		
56		USA MOBILITY WIRELESS INC*	CO PAGERS 100-181	S3528775B	29.52
731184		VERIZON WIRELESS*	MONTHLY SVC 100-181	1967672688	3,667.01
	100-181-533-351		PARKING LOT EXPENSES		
664		DAVID BURLING & SON EXCAVATING*	SNOW RMVL CRT HSE 100-181	15972A	500.00
664		DAVID BURLING & SON EXCAVATING*	SNOW RMVL CRT HSE 100-181	15998A	500.00
664		DAVID BURLING & SON EXCAVATING*	SNOW RMVL CRT HSE 100-181	16052A	500.00
664		DAVID BURLING & SON EXCAVATING*	SNW RMVL 100-181	16152	500.00

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	BUILDING ADMINISTRATION (100-181)	Invoice-Numb	Expense-Amount
	100-181-533-620		ELECTRIC & GAS		
7	AMEREN CILCO*	334 ELIZABETH 100-181		0432120171-0209	1,314.13
7	AMEREN CILCO*	11 S. 4TH ST 100-181		4109289052-0209	6,801.88
7	AMEREN CILCO*	334 ELIZABETH 100-181		6123448013-0209	222.61
7	AMEREN CILCO*	416 COURT 100-181		7027064571-0209	1,499.99
7	AMEREN CILCO*	416 COURT 100-181		9337035532-0209	179.64
7	AMEREN CILCO*	360 COURT 100-181		956812254-0209	537.41
100-81-533-630			WATER		
219	ILLINOIS AMERICAN WATER COMPANY*	334 ELIZABETH 100-181		0902079847-0209	175.49
219	ILLINOIS AMERICAN WATER COMPANY*	360 COURT 100-181		0902080126-0209	179.85
219	ILLINOIS AMERICAN WATER COMPANY*	11 S 4TH ST 100-181		0902080134-0209	143.40
219	ILLINOIS AMERICAN WATER COMPANY*	418 COURT 100-181		0902080225-0209	60.72
219	ILLINOIS AMERICAN WATER COMPANY*	VAC 100-181		0902286939-0209	32.13
219	ILLINOIS AMERICAN WATER COMPANY*	ESDA 100-181		0902286947-0209	67.34
219	ILLINOIS AMERICAN WATER COMPANY*	334 ELIZABETH 100-181		0902291442-0209	44.93
100-81-533-640			PEST CONTROL		
9	MARKLEY'S PEST ELIMINATION*	VAC 100-181		167298	30.00
9	MARKLEY'S PEST ELIMINATION*	MCKENZIE 100-181		167487	75.00
9	MARKLEY'S PEST ELIMINATION*	OPO 100-181		167848	45.00
646	W B MCCLOUD CO INC*	COURTHOUSE 100-181		25060957	119.00
646	W B MCCLOUD CO INC*	TAZEWELL BLDG 100-181		25060958	74.00
100-81-533-660			GARBAGE COLLECTION		
66418	X WASTE INC*	GUN RANGE 100-181		87326	19.57
66418	X WASTE INC*	MCKENZIE 100-181		87327	183.34
66418	X WASTE INC*	OPO 100-181		87328	76.22
66418	X WASTE INC*	TAZ BLDG 100-181		87329	41.20
66418	X WASTE INC*	VAC 100-181		87330	41.20
100-81-533-720			BUILDING MAINTENANCE		
54	ARAMARK UNIFORM SERVICES INC*	MAY SVC CNTRCT 100-181		5338170	57.13
54	ARAMARK UNIFORM SERVICES INC*	MAYS 100-181		5348256	57.13
70	TUCKER PLUMBING*	RPR WTRLN CRTHSE 100-181		09-288	148.00
80	MENARDS*	SUPPLIES 100-181		31564	110.63
80	MENARDS*	SUPPLIES 100-181		31995	8.71
80	MENARDS*	SUPPLIES 100-181		37535	18.37

Claims Docket
 Expenditure Accounts

Comby	Vend-No	Vend-Name	BUILDING ADMINISTRATION (100-181)	Invoice-Numb	Expense-Amount
2054	COPS INC	SECURITY SOLUTIONS*	TRIP CHRG LCK HRDWR 100-181	OS18917	116.00
2966	NATIONAL RENTAL OF PEKIN INC*	TRUCK RENTAL 100-181		4918	57.82
64016	SEARS COMMERCIAL ONE*	TOOLS 100-181		025012098700	303.91
70506	GILLETTE* DANIEL L	GAS RWPL TRK 100-181		15356	10.00
100-81-533-731		MECHANICAL EQUIP. MAINTENANCE			
18	ROYLE MECHANICAL SERVICES INC*	RPR HEATING SYST. 100-181		90205	205.60
100-81-533-733		ELEVATOR MAINTENANCE			
10108	KONE INC*	MONTHLY SVC 100-181		220070382	501.00
100-81-533-770		GROUNDS MAINTENANCE			
5	ATLAS SUPPLY COMPANY*	ICE MELTER 100-181		119815	1,562.40
			TOTAL:		<u>31,616.43</u>
100-181-533-200		TELEPHONE			
5411	CENTURYTEL	MONTHLY SERVICE			5,420.13
68782	GREAT AMERICA LEASING CORP.	MONTHLY SERVICE			4,240.04
100-181-533-620		ELECTRIC & GAS			
84507	SEMPRA ENERGY SOLUTIONS	NOV-DEC 08			6,892.93
100-181-533-720		BUILDING MAINTENANCE			
146	JOURNAL STAR	52 WEEKS-AUD			130.00
		MANUAL TOTAL			16,683.10
		GRAND TOTAL			48,299.53

Claims Docket-
Expenditure Accounts

Comty	Vend-No	Vend-Name	JUSTICE CENTER (100-182)	Invoice-Numb	Expense-Amount
	100-182-522-070		CLOTHING		
80	MENARDS*		SUPPLIES 100-182	31897	83.05
64019	SEARS COMMERCIAL ONE*		CLOTHING 100-182	T819025	504.82
	100-82-522-080		CLEANING SERVICE SUPPLIES		
5	ATLAS SUPPLY COMPANY*		SUPPLIES 100-182	119861/119862	1,324.90
5	ATLAS SUPPLY COMPANY*		SUPPLIES 100-182	119982	1,069.20
5	ATLAS SUPPLY COMPANY*		SUPPLIES 100-182	120086	1,090.75
5	ATLAS SUPPLY COMPANY*		SUPPLIES 100-182	120223	772.95
2981	AMSAN LLC*		TOWLS AND TISSUES 100-182	195374384	181.24
	100-82-522-410		LAMPS		
67448	GRAYBAR ELECTRIC COMPANY INC*		LIGHT BULBS 100-182	939412468	800.18
67448	GRAYBAR ELECTRIC COMPANY INC*		LIGHT BULBS 100-182	939412469	871.26
67448	GRAYBAR ELECTRIC COMPANY INC*		LIGHT BULBS 100-182	939412470	948.28
	100-82-522-710		SALT		
18378	HEART OF ILLINOIS SALT SERVICE*		SALT 100-182	PO48768	297.50
	100-82-533-030		JANITORIAL SERVICE		
18484	CLEMERS JANITORIAL SERVICE*		JANITORIAL SVC JC. 100-182	0109	4,100.00
	100-82-533-351		PARKING LOT EXPENSE		
664	DAVID BURLING & SON EXCAVATING*		SNOW RMVL JC 100-182	15972	450.00
664	DAVID BURLING & SON EXCAVATING*		SNOW RMVL CRTHSE 100-182	15998	500.00
664	DAVID BURLING & SON EXCAVATING*		SNOW RMVL JC 100-182	16052	450.00
664	DAVID BURLING & SON EXCAVATING*		SNW RMVL 1/25 100-182	16152A	450.00
	100-182-533-620		ELECTRIC/GAS		
7	AMEREN CILCO*		101 S CAPITOL ST 100-182	6141434333-0209	14,652.39
	100-82-533-630		WATER		
219	ILLINOIS AMERICAN WATER COMPANY*		JUSTICE CENTER 100-182	0904974672-0209	1,348.66
219	ILLINOIS AMERICAN WATER COMPANY*		JUSTICE CENTER 100-182	0905172862-0209	44.93
	100-182-533-640		PEST CONTROL		
9	MARKLEY'S PEST ELIMINATION*		JUSTICE CENTER 100-182	167485	120.00
	100-182-533-660		GARBAGE COLLECTION		

Claims Docket
Expenditure Accounts

County	Vend-No	Vend-Name	JUSTICE CENTER (100-182)	Invoice-Numb	Expense-Amount
67		WASTE MANAGEMENT*	JUSTICE CENTER 100-182	2028923-2070-8	511.50
100-182-533-720		BUILDING MAINTENANCE			
80		MENARDS*	SUPPLIES 100-182	33504	81.40
80		MENARDS*	SUPPLIES 100-182	38665	265.96
245		PRAXAIR DISTRIBUTION INC-465*	ACETYLENE TANK 100-182	08867100	262.82
1045		SPRINGFIELD ELECTRIC SUPPLY CO*	ELEC CONNECTORS 100-182	52555492.001	60.50
2152		PEKIN GLASS & MIRROR CO*	MIRRORS FTNS CNTR 100-182	019	650.00
2611		PEKIN WELDORS INC*	BCKSPLSH DSHWSHR 100-182	6134	669.90
2981		AMSAN LLC*	UPRIGHT VAC 100-182	195462080	334.30
9275		THOMPSON ELECTRONICS CO*	MICROPHONE 100-182	48727	275.00
6401		SEARS COMMERCIAL ONE*	HUMIDIFIER 100-182	025013577873	109.99
6401		SEARS COMMERCIAL ONE*	TOOLS 100-182	T404719	180.93
7138		ENTECH SERVICES INC*	PRTS FOR DELTA SFTWRE 100-182	S37283	106.19
7138		ENTECH SERVICES INC*	TECH SUPPORT 100-182	S37361	2,449.00
7661		TRACTOR SUPPLY CREDIT PLAN*	CABLE & SWITCH 100-182	189051/189057	58.20
8267		MAHONEY ENVIRONMENTAL*	TRP SVC 100-182	11225385	172.00
100-182-533-731		MECHANICAL EQUIP. MAINT			
18		ROYLE MECHANICAL SERVICES INC*	MONTHLY CNTRCT 100-182	89998	1,583.33
70		TUCKER PLUMBING*	RPRS TO WTR HTR JC 100-182	09-400	616.00
7138		ENTECH SERVICES INC*	REPAIR MZU 100-182	S37178	1,604.02
7776		MELTON ELECTRIC*	MOTOR FOR MZU 100-182	71185	283.13
100-182-533-733		ELEVATOR MAINTENANCE			
1010		KONE INC*	MONTLY SVC 100-182	220070383	324.00
100-182-533-770		GROUPS MAINTENANCE			
2981		AMSAN LLC*	ICE MELT 100-182	195124227	808.50
			TOTAL:		41,466.78
100-182-533-620		ELECTRIC & GAS			
84567		SEMPRA ENERGY SOLUTIONS	NOV 3RD TO DEC 4TH		9,280.81
			MANUAL TOTAL		9,280.81
			GRAND TOTAL		50,747.59

EXPENDITURE REPORT

DATE: JANUARY 15, 2009

TO: THE TAZEVELL COUNTY BOARD FUND: 100 DEPT: 211

THE TAZEVELL COUNTY AUDITOR REPORTS THAT THE FOLLOWING CLAIMS HAVE BEEN AUDITED AND RECOMMENDS THAT THE SAME BE ALLOWED: AND THAT ORDERS BE ISSUED TO THE SEVERAL CLAIMANTS FOR THE INDICATED AMOUNTS TO BE PAID FROM THE APPROPRIATE FUND:

SPECIAL MEETING

NO.	CLAIMANT	NATURE OF CLAIM	AMOUNT	ACCOUNT	CHECK
1	JANE STAUFFER	PER DIEM	\$45.00	533-960	
2	DONALD SHARPE	PER DIEM	\$45.00	533-960	
3	LLOYD ORRICK	PER DIEM	\$45.00	533-960	
4	HARVEY RICHMOND	PER DIEM	\$45.00	533-960	
5	GERALD WISE	PER DIEM	\$45.00	533-960	
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

AUDITOR'S TOTAL: \$225.00

EXPENDITURE REPORT

DATE: JANUARY 22, 2009

TO: THE TAZEWELL COUNTY BOARD FUND: 100 DEPT: 211

THE TAZEWELL COUNTY AUDITOR REPORTS THAT THE FOLLOWING CLAIMS HAVE BEEN AUDITED AND RECOMMENDS THAT THE SAME BE ALLOWED: AND THAT ORDERS BE ISSUED TO THE SEVERAL CLAIMANTS FOR THE INDICATED AMOUNTS TO BE PAID FROM THE APPROPRIATE FUND:

SPECIAL MEETING

NO.	CLAIMANT	NATURE OF CLAIM	AMOUNT	ACCOUNT	CHECK
1	JANE STAUFFER	PER DIEM	\$45.00	533-960	
2	DONALD SHARPE	PER DIEM	\$45.00	533-960	
3	LLOYD ORRICK	PER DIEM	\$45.00	533-960	
4	HARVEY RICHMOND	PER DIEM	\$45.00	533-960	
5	GERALD WISE	PER DIEM	\$45.00	533-960	
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

AUDITOR'S TOTAL: \$225.00

Claims Docket
 Expenditure Accounts

ComTy	Vend-No	Vend-Name	SHERIFF (100-211)	Invoice-Numb	Expense-Amount
	100-211-522-010		OFFICE SUPPLIES		
81	BRADFORD SYSTEMS CORPORATION*	JAIL JACKETS 100-211	9907-1	452.33	
734	QUILL CORPORATION*	OFFICE SUPPLIES 100-211	3991206	69.26	
734	QUILL CORPORATION*	SUPPLIES INV 100-211	4175075	351.47	
734	QUILL CORPORATION*	WALL CALENDAR 100-211	4237097	3.99	
734	QUILL CORPORATION*	REGIST. FOLLS 100-211	4320552	215.98	
734	QUILL CORPORATION*	DRUM BLK CART. 100-211	4466104	551.66	
	100-211-522-011		FIELD SUPPLIES		
714	TIGERDIRECT*	PWR INVERTERS BAL 100-211	P0336861-0101	132.54	
714	TIGERDIRECT*	INVERTERS 100-211	P06221670001	175.00	
20546	COPS INC SECURITY SOLUTIONS*	KEYS 100-211	125432	208.80	
21846	RAY O'HERRON CO INC*	TRAFFIC VEST 100-211	0902252-IN	47.42	
21846	RAY O'HERRON CO INC*	RADIO HOLDER 100-211	900918-IN	205.37	
11452	APPLIED CONCEPTS INC*	TUNING FORKS FOR RDR 100-211	167388	35.00	
61437	D & R ELECTRONICS CO LTD*	LAPTOP TRAYS 100-211	74264	260.50	
88726	CONFIDENTIAL ON-SITE PAPER SHREDDI	DESTROY OLD DCNMTS 100-211	21581	546.00	
88735	PENN CAMERA EXCHANGE INC*	SUPPLIES 100-211	756127	722.12	
88735	PENN CAMERA EXCHANGE INC*	SUPPLIES 100-211	756128	26.10	
	100-211-522-050		MEDICAL SUPPLIES		
6916	MOBILE DIAGNOSTIC INC*	INMATE X-RAY 100-211	73308	150.00	
	100-211-522-100		GASOLINE & OIL		
240	SHERIFF'S PETTY CASH*	SQUAD FUEL 100-211	953622	5.00	
17632	TAZEWELL COUNTY HIGHWAY*	SQUAD FUEL 100-211	80520	28.64	
17633	TAZEWELL COUNTY HIGHWAY*	SHERIFF DEPT FUEL 100-211	80523	6,844.55	
62799	VOYAGER FLEET SYSTEMS INC*	SQUAD FUEL DEC 100-211	869077933901	64.32	
70737	MORTON COMMUNITY BANK MASTERCARD*	SQUAD FUEL 100-211	4325-0209	23.85	
70737	MORTON COMMUNITY BANK MASTERCARD*	SQUAD FUEL 100-211	4325-0209A	29.00	
81739	VISA*	SQUAD FUEL JAN 09 100-211	4555-0209	286.62	
	100-211-522-110		UNIFORMS & CLOTHING		
51	LPD UNIFORMS*	EQUIP NEW DPTY HELMIG 100-211	216720	3,278.59	
51	LPD UNIFORMS*	CATTON 100-211	216733	88.45	
51	LPD UNIFORMS*	D HARPER REPLCMNT BLT 100-211	216743	15.00	
51	LPD UNIFORMS*	POTTS 100-211	216753	33.00	
62	PEKIN GUN & SPORTING GOODS INC*	REM. BAL BROCK 100-211	89894	150.00	

Claims Docket
Expenditure Accounts

Comty Vend-No	Vend-Name	SHERIFF (100-211)	Invoice-Numb	Expense-Amount
227	PEKIN SHOE REPAIR*		268	117.95
2184	RAY O'HERRON CO INC*		902252-IN	39.95
17405	A-Z EMBROIDERY*		166259	125.94
100-211-522-140	DUES & SUBSCRIPTIONS			
61074	POLK CITY DIRECTORIES*	PEORIA CITY DIRECTORY 100-211	83410749	408.50
100-211-533-050	HEALTH PROFESSIONALS, LTD			
238	PEKIN PRESCRIPTION LAB INC*		238-0209	2,298.13
3786	HEALTH PROFESSIONALS LTD*		11813	2,347.70
3786	HEALTH PROFESSIONALS LTD*		11814	1,813.46
3786	HEALTH PROFESSIONALS LTD*		11833	1,572.56
3786	HEALTH PROFESSIONALS LTD*		11846	1,572.56
3786	HEALTH PROFESSIONALS LTD*		11932	19,657.02
3786	HEALTH PROFESSIONALS LTD*		11933	1,950.83
100-211-533-060	PRISONERS FOOD			
74027	A'VIANDS LLC*		26539	25.58
74027	A'VIANDS LLC*		27317	2,649.22
74027	A'VIANDS LLC*		27559	2,018.71
74027	A'VIANDS LLC*		27560	5,014.62
74027	A'VIANDS LLC*		27626	40.01
74027	A'VIANDS LLC*		27642	8.66
74027	A'VIANDS LLC*		27717	5,073.36
74027	A'VIANDS LLC*		27718	5,007.65
74027	A'VIANDS LLC*		27816	13.96
74027	A'VIANDS LLC*		27856	4,888.79
81739	VISA*		4555-0209B	4.48
100-211-533-220	TPCCC			
217	TAZEWELL/PEKIN COMMUNICATIONS*	COMM SERV MAR-MAY 100-211	012609-0209C	90,918.00
100-211-533-700	VEHICLE MAINTENANCE			
240	SHERIFF'S PETTY CASH*		011809	5.00
720	PEKIN DOWNTOWN CAR WASH*		643015	133.00
9706	PEKIN TOWING EXPRESS*		19939	50.00
9706	PEKIN TOWING EXPRESS*		19974	60.00
19628	JH CAR WASH OF PEKIN*		01-09P	195.00
77739	CITY OF PEKIN - VEHICLE MAINT DEPT VEH MAINT*, 100-211		77739-0209D	6,696.20

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	SHERIFF (100-211)	Invoice-Numb	Expense-Amount
	81739	VISA*	TOW JAIL VAN 100-211	4555-0209A	75.00
	100-211-533-760		RADIO MAINTENANCE		
230	MOYER ELECTRONICS INC*		RPR SPEAKER 07-2 100-211	10002	37.70
230	MOYER ELECTRONICS INC*		SPEAKER MIKES 100-211	243557	1,067.55
230	MOYER ELECTRONICS INC*		SPEAKER MIKES 100-211	243570	881.65
230	MOYER ELECTRONICS INC*		RPR CNNCTNS STEELE 100-211	9987	22.50
230	MOYER ELECTRONICS INC*		INSTL WIR/HK UP RDR 100-211	9988	22.50
230	MOYER ELECTRONICS INC*		ANTENNA/LIGHT 04-3 100-211	9994	59.40
230	MOYER ELECTRONICS INC*		REPAIRS 05-4 100-211	9999	150.70
1266	RAGAN COMMUNICATIONS INC*		PROSCAN INSTALLATION 100-211	304029	2,100.00
1266	RAGAN COMMUNICATIONS INC*		RADIO ANTENNA 100-211	304031	16.30
85053	E & S COMMUNICATONS*		OUTFIT NW BLZR 100-211	09-1037	1,989.01
	100-211-533-960		MERIT COMMISSION		
250	ALLIANCE REPORTING SERVICE INC*		TRANSCRIPTS BASS CASE 100-211	39740PM	269.00
18474	REGIONAL HELP WANTED.COM INC*		CO WANT AD 100-211	090210092111	625.00
63662	CAMPION BARROW & ASSOCIATES*		PSYCH.TEST HELMIG 100-211	123108	395.00
64241	HAGEMEYER & ASSOCIATES*		TRANS DISC. CASE 100-211	09-8592	164.00
82236	TERRENCE G MCCANN & ASSOC*		POLY CNTRL RM APP 100-211	001-020309	150.00
82235	TERRENCE G MCCANN & ASSOC*		POLY CNTRL RM APP. 100-211	001-0209	150.00
	100-211-533-982		REIMBURSEMENT		
88731	FRIEDMAN & WEXLER*		CIVIL OVRPYMNT REIMB 100-211	NE08LM614	20.50
	100-211-544-001		MISC EQUIPMENT		
2184	RAY O'HERRON CO INC*		VESTS BAL. 100-211	901207-IN	705.69
			TOTAL:		178,608.90
	100-211-522-140		DUES & SUBSCRIPTIONS		
69693	IATAI		DUES		135.00 check# 1464 01-16-09
	100-211-544-300		SQUAD CARS		
86463	BILL JACOBS JOLIET		CHEVY TRAIL BLAZER		22,214.00 check# 1485 01-23-09
			MANUAL TOTAL		22,349.00
			GRAND TOTAL		200,957.90

Claims Docket
 Expenditure Accounts

County Vend-No	Vend-Name	ESDA (100-213)	Invoice-Numb	Expense-Amount
100-213-522-100				
17631	TFAZEWELL COUNTY HIGHWAY*	GASOLINE	80527	62.51
		GAS USAGE 100-213		
100-213-533-620				
7	AMEREN CILCO*	GAS & ELECTRIC		
7	AMEREN CILCO*	MO SVC 100-213	3468814495-0209	443.46
7	AMEREN CILCO*	MO SVC 100-213	5918993212-0209	314.32
		MO SVC 100-213	8964336175-0209	87.51
100-213-544-001				
3015	NOWLIN*WILLIAM	MISC EQUIPMENT		
3015	NOWLIN*WILLIAM	VERTEX VX-180 VHF 100-213	003	162.50
3015	NOWLIN*WILLIAM	VERTEX VX-180 VHF 100-213	004	76.02
3015	NOWLIN*WILLIAM	V57 BATTERY 100-213	005	99.50
3015	NOWLIN*WILLIAM	DELL LATITUDE D600 100-213	006	229.45
TOTAL:				1,475.27

Claims Docket
 Expenditure Accounts

Comty	Vend-No	Vend-Name	COURT SECURITY (100-214)	Invoice-Numb	Expense-Amount
	100-214-533-000		CONTRACTUAL SERVICE		
87		SEICO INC*	RPR CAMERAS CRTHSE 100-214	56052	105.00
87		SEICO INC*	CAMERA MCK BLD 100-214	56154	506.00
87		SEICO INC*	RPR DVR JC 100-214	56449	330.00
230		MOYER ELECTRONICS INC*	RADIO CNTR FEB 100-214	9022	240.00
1265		RAGAN COMMUNICATIONS INC*	CORONER RADIO CNTR 100-214	303769	27.12
1265		RAGAN COMMUNICATIONS INC*	RADIO SVC CNTR 100-214	303772	1,695.00
1265		RAGAN COMMUNICATIONS INC*	CORONER MO SVC 100-214	303988	27.12
1265		RAGAN COMMUNICATIONS INC*	MONTHLY SVC 2/09 100-214	303991	1,695.00
73518		LEXIS NEXIS*	ONLINE SVC 100-214	901250320	125.00
			TOTAL:		4,750.24

100-214-533-000	CONTRACTUAL SERVICE	110.00	check# 1504 02-06-09
85078	ILLINOIS EMERGENCY MANAGEMENT AGENCY REGISTRATION FEE FOR XRAY MACHINE	110.00	
	MANUAL TOTAL	110.00	
	GRAND TOTAL	4,860.24	

Claims Docket
Expenditure Accounts

County Vend-No	Vend-Name	COURT SERVICES PROBATION UPGRADE (100-230)	Invoice-Numb	Expense-Amount
100-230-522-010		OFFICE SUPPLIES		
18465	CORPORATE EXPRESS*	OFFICE SUPPLIES 100-230	92902942	50.24
18469	CORPORATE EXPRESS*	OFFICE SUPPLIES 100-230	93172751	108.60
100-230-522-030		BOOKS & RECORDS		
70736	MORTON COMMUNITY BANK MASTERCARD*	LICENSE/NW VHCLE 100-230	5447-0209C	76.57
100-230-522-100		GASOLINE/OIL		
17633	TAZEWELL COUNTY HIGHWAY*	FUEL FOR SQUADS 100-230	80526	51.09
70738	MORTON COMMUNITY BANK MASTERCARD*	GAS/SQUAD 100-230	5447-0209D	34.50
77739	CITY OF PEKIN - VEHICLE MAINT DEPT	FUEL FOR CARS 100-230	77739-0209F	389.98
100-230-533-000		CONTRACTUAL SERVICE		
66245	MIDWEST COUNSELLING SERVICES*	MENS GRP SVCS 100-230	66245-0209	2,000.00
66248	MIDWEST COUNSELLING SERVICES*	WMN GRP SVCS 100-230	66245-0209A	2,000.00
78691	CITYLINK*	50 BUS PASSES 100-230	9147	50.00
100-230-533-080		WORK RELEASE/ELECTRONIC MON		
333	BI INC*	WRK RELEASE MNTR 100-230	574102	3,462.45
333	BI INC*	ELEC MONITOR SVC 100-230	574103	904.59
70736	MORTON COMMUNITY BANK MASTERCARD*	SHIPPING FEE 100-230	5447-0209	9.38
100-230-533-180		MEDICAL SERVICES		
335	MARY DAVIS DETENTION HOME*	JUV PHYSICLAS 1/09 100-230	335-0209B	60.00
25800	ALCOPRO*	MINI CAN W/VALVE 100-230	0126762-IN	119.00
25800	ALCOPRO*	MOUTH PIECES 100-230	126995-IN	219.00
10816	PEORIA COUNTY JUVENILE DETENTION*	JV PHYSICALS 100-230	10816-0209A	40.00
16869	REDWOOD TOXICOLOGY LABORATORY INC*	DRUG SCREENING FEES 100-230	341720091	123.50
65550	VARIAN INC*	DRUG TSTNG SUPPLIES 100-230	2802481	65.00
66245	MIDWEST COUNSELLING SERVICES*	EVALUATION 100-230	66245-0209B	675.00
87937	AMERICAN SCREENING CORP*	QCKSCRN TST KIT 100-230	13716	792.00
100-230-533-220		T/PCCC		
217	TAZEWELL/PEKIN COMMUNICATIONS*	COMMUNICATION SVC 100-230	012609A	998.00
1265	RAGAN COMMUNICATIONS INC*	RMV PHONE/SQUAD 100-230	303937	80.00
1265	RAGAN COMMUNICATIONS INC*	MO SVC 100-230	303985	203.40
100-230-533-300		P O MEALS/MILES		

Claims Docket
Expenditure Accounts

County	Vend-No	Vend-Name	COURT SERVICES PROBATION UPGRADE (100-230)	Invoice-Numb	Expense-Amount
	16868	QUIRAM*ERIC	MEAL REIMB 100-230	16868-0209	8.00
	63302	LONG*BRIAN	MEAL REIMB 100-230	63302-0209	6.81
	63302	LONG*BRIAN	MEAL REIMB 100-230	63302-0209A	7.82
	100-230-533-700		VEHICLE MAINTENANCE		
	720	PEKIN DOWNTOWN CAR WASH*	CLEAN CAR 100-230	091138	30.00
	77739	CITY OF PEKIN - VEHICLE MAINT DEPT	MAINT ON SQUAD 100-230	77739-0209E	3,623.84
	100-230-533-910		TRAINING		
	275	NIEMANN FOODS INC*	SODA/TRAINING 100-230	1055539	10.63
	275	NIEMANN FOODS INC*	ITEMS FOR LUNCHEON 100-230	1055552	13.85
	76503	SHELTON*JOSH	MEAL REIMB 100-230	76503-0209	8.00
	83228	SPAYER*MEGAN	MEAL REIMB 100-230	83228-0209	10.00
	88724	LITTLE CAESARS PIZZA*	PIZZA/TRAINING 100-230	012909	55.00
	100-230-533-979		CTR FOR PREVENTION OF ABUSE		
	1218	CENTER FOR PREVENTION OF ABUSE*	TREATMENT PROGRAM 100-230	1218-0209	3,486.48
	100-230-544-000		COMPUTER HARDWARE/SOFTWARE		
	87	SEICO INC*	RMV/INSIL GPS UNIT 100-230	56223	560.00
	87	SEICO INC*	GLOBAL TRACKING 100-230	56393	231.00
	350	SOLUTION SPECIALTIES INC*	CMPTN USER SVC 100-230	14998-50145-104	50.75
	9464	COMMUNICATION REVOLVING FUND*	TWIN SVCS 100-230	T0922105	105.54
	100-230-544-001		MISC EQUIPMENT		
	45324	STAPLES CREDIT PLAN*	OFFICE CHAIR 100-230	7922-0209	59.99
	45324	STAPLES CREDIT PLAN*	CAMERA/MOUSE 100-230	9190956391	159.98
	18468	CORPORATE EXPRESS*	INK CARTRIDGES 100-230	92902941	67.43
	18468	CORPORATE EXPRESS*	FAX CARTRIDGE 100-230	92957369	64.98
	70736	MORTON COMMUNITY BANK MASTERCARD*	SUPPLIES 100-230	5447-0209A	89.46
	100-230-544-002		OFFICER SAFETY EQUIPMENT		
	21847	RAY O'HERRON CO INC*	3 PAIRS HNDCEFS 100-230	0834208-IN	74.45
	21847	RAY O'HERRON CO INC*	2 OFFICER VESTS 100-230	0901336-IN	1,302.68
	2184	RAY O'HERRON CO INC*	2 OFFICER VESTS 100-230	901336-IN	1,302.68
	70736	MORTON COMMUNITY BANK MASTERCARD*	ASP BATON HOLDER 100-230	5447-0209B	30.95
	100-230-533-910		TRAINING		
	83222	WOMEN IN LEADERSHIP	LUNCHEON		45.00
	100-230-544-000		COMPUTER HARDWARE/SOFTWARE		
	7311	VERIZON WIRELESS	CARDS FOR LAPTOPS		463.68
			TOTAL:		23,872.62
					1497 01-30-09
					1503 02-06-09

TAZEWELL COUNTY

Claims Docket

Expenditure Accounts

Comty	Vend--No	Vend--Name	COURT SERVICES PROBATION UPGRADE (100-230)	Invoice--Number	Expense--Amount
					508.68
			MANUAL TOTAL		24,381.30
			GRAND TOTAL		

Claims Docket
Expenditure Accounts

County Vend-No	Vend-Name	COURT SERVICES (100-231)	Invoice-Numb	Expense-Amount
100-231-533-070		DETENTION		
335	MARY DAVIS DETENTION HOME*	JV DETENTION 100-231	335-0209	11,330.00
10816	PEORIA COUNTY JUVENILE DETENTION*	JV DETENTION 100-231	10816-0209	3,690.00
100-231-533-190		PRIVATE HOMES & INSTITUTIONS		
335	MARY DAVIS DETENTION HOME*	JV PLACEMENT 100-231	335-0209A	2,945.00
345	ARROWHEAD RANCH*	JV PLCMNT 1/09 100-231	1136-IN	21,756.42
			TOTAL:	<u>39,721.42</u>

TAZEWELL COUNTY

Claims Docket
Expenditure Accounts

Comity Vend-No	Vend-Name	LEGAL SERVICES (100-232)	Invoice-Numb	Expense-Amount
100-232-522-010		OFFICE SUPPLIES		
4532	STAPLES CREDIT PLAN*	FAX INK CARF. 100-232	42614	34.49
100-232-533-300		MILEAGE		
101	KNIGHT*LISA	MILEAGE 100-232	101-0209	3.96
			TOTAL:	<u>38.45</u>

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	CORONER (100-252)	Invoice-Numb	Expense-Amount
	100-252-511-051		INQUEST TRANSCRIPTION EXPENSE		
	2585	ALLIANCE REPORTING SERVICE INC*	INQUEST TRANSCRIBES 100-252	39710CS	300.00
	2585	ALLIANCE REPORTING SERVICE INC*	INQUEST TRANS. 100-252	39766CS	375.00
	100-52-522-100		GASOLINE		
	17631	TAZEWELL COUNTY HIGHWAY*	JAN. GAS FOR SQUADS 100-252	80525	83.21
	100-52-533-020		PATHOLOGY EXPENSE		
	76997	HNILICA MD*VIOLETTE S	JAN AUTOPSIES 100-252	3574-3615	2,420.00
	83587	LAIR DEATH INVESTIGATIONS*	AUTOPSY RFM-008-09 100-252	1654	175.00
	83743	MORRIS*SALLY F	ASST ON AUTOPSY 100-252	131	140.00
	83743	MORRIS*SALLY F	TRANSCRIPTS 100-252	135	50.00
	88725	GENTY*DANIEL J	ASSIST 100-252	TA-09-01-26	140.00
	100-52-533-021		TOXICOLOGY LAB EXPENSE		
	9679	SLU DEPT OF PATHOLOGY*	TOX FOR JAN 100-252	T0901060	375.00
	100-52-533-022		MORGUE USE EXPENSE		
	322	CENTRAL ILLINOIS MORTUARY SERVICES	MORGUE USE JAN. 100-252	322-0209A	1,200.00
	100-52-533-300		MILEAGE		
	77191	PRICE*SCOTT A	MILEAGE REIMB 100-252	77191-10209	146.65
	100-52-533-370		BODY REMOVAL		
	322	CENTRAL ILLINOIS MORTUARY SERVICES	BODY REMOVAL 100-252	322-0209	900.00
	100-52-533-700		VEHICLE MAINTENANCE		
	720	PEKIN DOWNTOWN CAR WASH*	CAR WASHES 100-252	643016	22.00
			TOTAL:		<u>6,326.86</u>

TAZEWELL COUNTY

Claims Docket
 Expenditure Accounts

County Vend-No	Vend-Name	REGIONAL OFFICE OF EDUCATION (100-711)	Invoice-Numb	Expense-Amount
100-711-533-300				
88507	STUEVE*RANDY	MILEAGE		
88729	TURK*BOB	JAN MILEAGE 100-711	88507-0209	22.00
		JAN MILEAGE 100-711	88729-0209	69.16
100-711-533-800				
88258	STUEVE*RANDY	HEALTH LIFE/SAFETY INSPECTIONS		
88259	TURK*BOB	JAN INSPECTIONS 100-711	88258-0209	910.00
		SCHOOL INSPECTIONS 100-711	88259-0209	1,200.00
TOTAL:				<u>2,201.16</u>

Claims Docket
Expenditure Accounts

Comity Vend-No	Vend-Name	COURTS (100-800)	Invoice-Numb	Expense-Amount
100-800-533-120	JUSTICE*ATINY CHANDRA L	ATTORNEY FEES	00-CF-209	2,380.00
88734		FEES 100-800		
100-800-533-140	SHANE*JULIA	COURT REPORTING FEES	05-JD-146	42.00
2149		TRANSCRIPT 100-800	08TR6483	18.00
2602	HARRIS*E SCOTT	TRANSCRIPT 100-800	08S343	380.25
88733	ADVANTAGE REPORTING SERVICE*	TRANSCRIPT 100-800		
100-800-533-170	ZAVALA*CATALINA	WITNESS FEES	07CF606-607	65.00
2482		SPANISH INTERPRETER 100-800	07CF606-607A	65.00
77208	ORE*RUIZ ISRAEL	SPANISH INTERPRETER 100-800	08TR2560-3	65.00
77200	ORE*RUIZ ISRAEL	INTERPRETER 100-800		
100-800-533-180	ECKERT PSY D*DR JOEL O	TESTING FEES	08-CF-719	864.00
75308		FITNESS EVAL 100-800.		
100-800-533-450	LEGAL RECORD*THE	INDIGENT PUBLICATION	9729	30.00
6464		PUBLICATION 100-800		
100-800-544-000	CDW GOVERNMENT INC*	MISC. EQUIPMENT	MXB3239	158.25
62554		PRINTER 100-800		
TOTAL:				4,067.50

TAZEWELL COUNTY

Claims Docket

Expenditure Accounts

Comty Vend-No	Vend-Name	FARM (100-912)	Invoice-Number	Expense-Amount
100-912-522-160				
78049	AG-LAND FS, INC.		FERTILIZER APLIED NOV 08	4,382.53
				check# 1483 01-25-09
00-912-522-170				
0972	PIONEER HI-BRED INTERNATIONAL INC.		SEED SOYBEAN	1,095.01
				check# 1468 01-16-09
			MANUAL TOTAL	5,477.54

Claims Docket
 Expenditure Accounts

Comnty	Vend-No	Vend-Name	COUNTY GENERAL (100-913)	Invoice-Numb	Expense-Amount
	100-913-522-010		OFFICE SUPPLIES		
734	QUILL CORPORATION*		SUPPLIES 100-913	4172609	531.59
734	QUILL CORPORATION*		SUPPLIES 100-913	4429114	599.34
734	QUILL CORPORATION*		BATTERIES 100-913	4429121	153.40
100-913-522-015			SERVICE RECOGNITION AWARDS		
4532	STAPLES CREDIT PLAN*		NAVY CERT. HLDRS 100-913	1559922001	46.45
88733	THE CERTIF-A-GIFT CO*		08 SVC AWARDS 100-913	1492588	1,939.13
100-913-522-300			COMPUTER SUPPLIES		
734	QUILL CORPORATION*		INKJET CART. 100-913	4172055	788.18
734	QUILL CORPORATION*		INK CARTRIDGES 100-913	4429114A	43.18
76934	ROYAL IMAGING SUPPLIES*		INK CARTRIDGES 100-913	2571	1,466.45
100-913-522-320			COPY MACHINE SUPPLIES		
150	MIDLAND PAPER*		COPY PAPER 100-913	35Q74030	512.70
78243	TSC BANDALL*		COPY PAPER 100-913	B013189	432.00
100-913-533-010			COMPUTER CONTRACT		
11289	ILLINOIS CENTRAL COLLEGE*		CIVICNET MAINT FEE 100-913	FY2009MAINT	600.00
100-913-533-011			COMPUTER MAINTENANCE		
736	PTC SELECT*		RPR PRNTR 100-913	161613	372.50
61813	PROACTIVE TECHNOLOGY GROUP, LTD*		1/1/09 HLPDSK 100-913	5020	100.00
61813	PROACTIVE TECHNOLOGY GROUP, LTD*		1/16/09 HLP DSK 100-913	5027	200.00
61813	PROACTIVE TECHNOLOGY GROUP, LTD*		CO BD ZON SET UP COMP 100-913	5028	150.00
100-913-533-013			ADMN ADJUDICATION SERVICE		
30	HELLER P C*J BRIAN		PRO SVCS CODE HRNGS 100-913	10125	785.60
100-913-533-210			POSTAGE		
12212	QUICKSILVER MAILING SERVICES*		1 CALSS PRESORT 100-913	57308	631.20
70675	UNITED STATES POSTAL SERVICE*		JAN POSTAGE 100-913	70675-0209	5,355.47
100-913-533-320			COPY MACHINE MAINTENANCE/USAGE		
259	DANKA OFFICE IMAGING*		CO CLK COPY USAGE 100-913	706417497	816.95
69474	NCI BUSINESS SYSTEMS INC*		JAN COPY USAGE 100-913	134722	5,482.46
100-913-533-910			EDUCATION/TRAVEL/TRAINING		

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	COUNTY GENERAL (100-913)	Invoice-Numb	Expense-Amount
	148	DEININGER*KRISPAL	PARKING REIMB ZONING 100-913	400068	7.00
	362	CENTRAL ILLINOIS POLICE TRAINING*	GLOVER TRN SHERIFF 100-913	362-0209	200.00
	362	CENTRAL ILLINOIS POLICE TRAINING*	ROGERS/HAHN TRN SHRFF 100-913	362-0209A	200.00
	2079	CONOVER*DENNIS	MEAL REIMB CORONER 100-913	2079-0209	12.00
	2079	CONOVER*DENNIS	MEAL REIMB CORONER 100-913	2079-0209a	11.85
	2971	NORTHWESTERN UNIVERSITY*	LOWER TRAINING SHRFF 100-913	25093	1,795.00
	2971	NORTHWESTERN UNIVERSITY*	KEEN STOECKER/TRN SHRFF 100-91	25221	2,990.00
	9458	STATE POLICE SERVICES FUND*	MUTCHLER/SHERIFF DEPT 100-913	9458-0209	50.00
	7074	MORTON COMMUNITY BANK MASTERCARD*	ROOM CHARGE CORONER 100-913	4267-0209	78.40
	100-113-533-970	YOUTH SERVICES BOARD			
	1224	YOUTH SERVICE BOARD*	GRANT AGREEMENT 100-913	1224-0209	3,750.00
	100-113-533-971	TRI-CO. REG. PLANNING COMMISS.			
	1223	TRI-COUNTY REGIONAL PLANNING COMM*	GRANT AGREEMENT 100-913	1223-0209	4,000.00
	100-113-533-972	TAZ CO SOIL & WATER CONSER.			
	662	TAZEWELL COUNTY SOIL & WATER CONS*	GRANT AGREEMENT 100-913	662-0209	1,875.00
	100-113-533-979	CTR FOR PREVENTION OF ABUSE			
	1218	CENTER FOR PREVENTION OF ABUSE*	GRANT AGREEMENT 100-913	1218-0209A	6,750.00
	100-113-533-981	HEARTLAND COMM. HEALTH CLINIC			
	1220	HEARTLAND COMM HEALTH CLINIC*	GRANT AGREEMENT 100-913	1220-0209	1,250.00
	100-113-533-982	HEARTLAND WATER RESOURCES			
	1221	HEARTLAND WATER RESOURCES*	GRANT AGREEMENT 100-913	1221-0209	2,000.00
	100-113-533-983	HOUSE OF HOPE			
	15563	TAZEWELL COUNTY HOUSE OF HOPE*	GRANT AGREEMENT 100-913	15563-0209	1,000.00
	100-913-544-000	TECHNOLOGY UPGRADES			
	65256	HEWLETT-PACKARD COMPANY*	9 COMPUTERS SHRFF ZON 100-913	45452515	7,821.00
	65256	HEWLETT-PACKARD COMPANY*	COMPUTER-COUNTY BD 100-913	45478973	869.00
TOTAL:					55,665.93

TAZEWELL COUNTY

Claims Docket

Expenditure Accounts

Comty	Vend-No	Vend-Name	COUNTY GENERAL (100-913)	Invoice-Number	Expense-Amount
	100-913-533-210		POSTAGE		
656	UPS		TREASURER SHIPPING CHARGES	1465	600.00 check# 1465 01-16-09
	100-913-533-910		EDUCATION & TRAINING		
113	STEVE ANTHONY		MEALS IN ADVANCE SHERIFF		150.00 check# 1469 01-16-09
114	COURTYARD CAFE		MEALS S/A (41) LUNCHES		278.82 check# 1501 02-03-09
64	NICOLE JONES		MILEAGE REIMB. S OF A		15.21 check# 1480 01-23-09
64	NICOLE JONES		MILEAGE REIMB. S OF A		21.30 check# 1506 02-06-09
71	ANNA PETERS		MILEAGE REIMB. S/A		82.50 check# 1496 01-30-09
78	ILEAS		CONFERENCE SHERIFF		175.00 check# 1470 01-16-09
88	ILLINOIS STATE UNIVERSITY		TRAINING ZONING		20.00 check# 1481 01-23-09
88	ILLINOIS STATE UNIVERSITY		TRAINING S OF A		40.00 check# 1482 01-23-09
88	TASHA ESTES		MILEAGE REIMB. SHERIFF		414.18 check# 1484 01-23-09

MANUAL TOTAL 1,797.01

GRAND TOTAL 57,462.94

Claims Docket
Expenditure Accounts

County	Vend-No	Vend-Name	COUNTY HIGHWAY FUND (202-311)	Invoice-Numb	Expense-Amount
	202-311-522-010		OFFICE SUPPLIES		
	20109	RELIABLE OFFICE SUPPLIES*	SUPPLIES 202-311	XK056300	74.97
	20109	RELIABLE OFFICE SUPPLIES*	SUPPLIES 202-311	XK111601	48.76
	20109	RELIABLE OFFICE SUPPLIES*	SUPPLIES 202-311	XKZ11300	113.38
	20115	POSTMASTER 2*	STAMPS 202-311	1981	134.20
	202311-522-720		MAINTENANCE MATERIALS		
	20070	KROLL HEATING A/C REFRIG CO*	MONTHLY SVC 202-311	40704	65.00
	20071	LAWSON PRODUCTS INC*	SUPPLIES 202-311	7617839	544.32
	20071	LAWSON PRODUCTS INC*	SUPPLIES 202-311	7633007	391.53
	20071	LAWSON PRODUCTS INC*	SUPPLIES 202-311	7660166	1,008.01
	20071	PRAXAIR DISTRIBUTION INC-465*	CYLINDER 202-311	31870129	15.95
	20071	PRAXAIR DISTRIBUTION INC-465*	CYLINDER 202-311	32029668	12.00
	20076	ATLAS SUPPLY COMPANY 2*	SUPPLIES 202-311	120047	130.90
	20073	MATHIS-KELLEY CONST SUPPLY CO INC*	SHOVEL 202-311	549824	43.61
	20374	MENARDS 2*	SUPPLIES 202-311	30345	4.99
	20374	MENARDS 2*	SUPPLIES 202-311	32226	24.95
	20374	MENARDS 2*	SUPPLIES 202-311	35145	23.99
	20576	ALLIED MUNICIPAL SUPPLY*	RIVET 202-311	8150	239.93
	20778	PURITAN SPRINGS*	WATER 202-311	1241231-0109	6.24
	20778	PURITAN SPRINGS*	WATER 202-311	1241231-0209	40.24
	20777	HICKSGAS*	CYLINDER 202-311	42206	75.00
	202311-533-720		BUILDING MAINTENANCE		
	20073	AMEREN CILCO*	MONTHLY SVC 202-311	06010-0209	16.81
	20073	AMEREN CILCO*	MONTHLY SVC 202-311	07001-0209	17.74
	20073	AMEREN CILCO*	MONTHLY SVC 202-311	16002-0109	593.84
	20073	AMEREN CILCO*	MONTHLY SVC 202-311	17005-0109	17.75
	20013	AMEREN CILCO*	MONTHLY SVC 202-311	23006-0209	23.12
	20013	AMEREN CILCO*	MONTHLY SVC 202-311	27010-0209	13.07
	20013	AMEREN CILCO*	MONTHLY SVC 202-311	48012-0209	16.81
	20023	AMEREN CILCO*	MONTHLY SVC 202-311	48013-0209	18.91
	20013	AMEREN CILCO*	MONTHLY SVC 202-311	49003-0209	20.43
	20013	AMEREN CILCO*	MONTHLY SVC 202-311	55008-0109	17.75
	20013	AMEREN CILCO*	MONTHLY SVC 202-311	58007-0209	421.22
	20013	AMEREN CILCO*	MONTHLY SVC 202-311	64016-0209	23.13
	20013	AMEREN CILCO*	MONTHLY SVC 202-311	70012-0209	1,247.19
	20013	AMEREN CILCO*	MONTHLY SVC 202-311	72016-0109	16.81

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	COUNTY HIGHWAY FUND (202-311)	Invoice-Numb	Expense-Amount
	20013	AMEREN CILCO*	MONTHLY SVC 202-311	91852-0209	3,052.12
	20013	AMEREN CILCO*	MONTHLY SVC 202-311	92330-0209	493.81
	20017	FRANTZ AND COMPANY INC*	MONTHLY SVC 202-311	60269	50.00
	20038	NICOR GAS*	MONTHLY SVC 202-311	295349-0209	25.32
	20069	VILLAGE OF MACKINAW 2*	MONTHLY SVC 202-311	1540-0109	23.95
	20070	AT&T*	MONTHLY SVC 202-311	9255532-0209	292.11
	20157	ILLINOIS AMERICAN WATER COMPANY*	MONTHLY SVC 202-311	228687-0109	81.53
	20157	ILLINOIS AMERICAN WATER COMPANY*	MONTHLY SVC 202-311	228680-0109	28.90
	20157	ILLINOIS AMERICAN WATER COMPANY*	MONTHLY SVC 202-311	228689-0109	34.58
	20157	ILLINOIS AMERICAN WATER COMPANY*	MONTHLY SVC 202-311	61868-0109	17.48
	20208	VERIZON NORTH*	MONTHLY SVC 202-311	9255532-0209	299.73
	20451	WASTE MANAGEMENT*	MONTHLY SVC 202-311	202915020707	130.11
	20627	S & S SERVICES*	CLEANING 202-311	209	500.00
	20668	AMEREN IP*	MONTHLY SVC 202-311	4062223855-0209	48.43
	202-311-533-730		EQUIPMENT MAINTENANCE		
	20069	MUTUAL WHEEL CO*	PARTS 202-311	2898113	120.54
	20069	MUTUAL WHEEL CO*	PARTS 202-311	2898318	79.02
	20069	MUTUAL WHEEL CO*	PARTS 202-311	2898537	80.71
	20029	KOENIG BODY & EQUIPMENT INC*	SPREADER 202-311	54804	1,565.72
	20029	KOENIG BODY & EQUIPMENT INC*	CYLINDER 202-311	54854	952.87
	20052	WISSMILLER & EVANS RD EQUIP INC*	CYLINDER 202-311	8295	1,035.00
	20067	COMET SUPPLY INC*	OIL 202-311	84317	487.50
	20168	SUPREME RADIO COMMUNICATIONS INC*	REPAIRS 202-311	116056	95.00
	20168	SUPREME RADIO COMMUNICATIONS INC*	RADIO 202-311	116751	378.15
	20168	SUPREME RADIO COMMUNICATIONS INC*	RADIO 202-311	22898	950.98
	20120	CENTRAL ILLINOIS TRUCKS INC*	PARTS 202-311	39127	340.40
	20120	CENTRAL ILLINOIS TRUCKS INC*	PARTS 202-311	40067	47.31
	20120	CENTRAL ILLINOIS TRUCKS INC*	PARTS 202-311	40108	824.69
	20120	CENTRAL ILLINOIS TRUCKS INC*	PARTS 202-311	41627	813.84
	20162	TOMMY HOUSE TIRE CO*	TIRE REPAIRS 202-311	822301	68.00
	20162	TOMMY HOUSE TIRE CO*	TIRES 202-311	822552	2,351.28
	20181	ILLINOIS OIL MARKETING EQUIP INC*	MAINTENANCE 202-311	29979	625.00
	20232	HAGERTY INDUSTRIAL SUPPLY*	PARTS 202-311	5048407-02	180.61
	20267	ALTORFER INC*	PARTS 202-311	20053464	223.22
	20267	ALTORFER INC*	VALVE 202-311	30013187	150.09
	20267	ALTORFER INC*	PARTS 202-311	330012947	63.30
	20329	EAST PEORIA TIRE & VULCANIZING*	TIRES 202-311	24529	609.04
	20366	J.C. DILLION PLUMBING/HEATING INC2	REPAIRS 202-311	4726	92.00

Claims Docket
Expenditure Accounts

Comty Vend-No	Vend-Name	COUNTY HIGHWAY FUND (202-311)	Invoice-Numb	Expense-Amount
20554	UFTRING AUTOMALL*	REPAIRS 202-311	F0CS1988	407.25
20555	CARQUEST AUTO PARTS*	SUPPLIES 202-311	6607-56008	84.10
20724	PENCE'S AG REPAIR INC*	TRUCK TESTS 202-311	1924	43.00
20724	PENCE'S AG REPAIR INC*	TRUCK TESTS 202-311	1974	32.00
20724	PENCE'S AG REPAIR INC*	TRUCK TESTS 202-311	1986	128.00
20752	WALZ SCALE*	SCALE INSTPL 202-311	2664	2,218.65
20253	11-544-110	ROAD IMPROVEMENT		
20093	R A CULLINAN & SON INC 2*	SAND 202-311	18529	1,140.97
20325	MEITZGER*SHAARON	JAN MILEAGE 202-311	109	74.80
20449	NEWMAN TRAFFIC SIGNS*	SIGNS 202-311	203395	410.41
20540	LOWERY EXCAVATING*	SAND 202-311	3059	856.12
20540	TRAFFIC CONTROL CORPORATION*	PARTS 202-311	35627	200.00
20540	TRAFFIC CONTROL CORPORATION*	LED LIGHTS 202-311	35648	1,400.00
20762	QPR*	SAND 202-311	73476	66.97
20762	QPR*	SAND 202-311	73494	65.42
20762	QPR*	SAND 202-311	73498	78.72
20251	11-544-125	DEBT SERVICES- PRINCIPAL		
20495	CATERPILLAR FINANCIAL SERV CORP*	MARCH LEASE 202-311	12337862	2,150.68
20495	CATERPILLAR FINANCIAL SERV CORP*	MARCH LEASE 202-311	B169546H	1,026.83
TOTAL:				33,058.81

TOTAL: 33,058.81

Claims Docket
Expenditure Accounts

County Vend-No	Vend-Name	COUNTY MOTOR FUEL FUND (203-311)	Invoice-Numb	Expense-Amount
203-311-533-740		HIGHWAY MAINTENANCE		
20663	CARGILL INC*	SALT 203-311	2402683	7,308.48
20663	CARGILL INC*	SALT 203-311	2403839	2,377.74
20663	CARGILL INC*	SALT 203-311	2403840	16,025.04
20663	CARGILL INC*	SALT 203-311	2403881	7,130.73
20663	CARGILL INC*	SALT 203-311	2405463	14,840.39
20663	CARGILL INC*	SALT 203-311	2419046	22,613.60
20663	CARGILL INC*	SALT 203-311	2421197	5,090.62
20663	CARGILL INC*	SALT 203-311	242209	5,082.67
			TOTAL:	<u>80,469.27</u>

Claims Docket
Expenditure Accounts

County Vend-No	Vend-Name	COUNTY BRIDGE FUND (205-311)	Invoice-Num	Expense-Amount
205-311-533-150		ENGINEER CONSULTANT		
20531	MAURER & STUTZ INC*	FARM CREEK BRDG 205-311	22434	12,161.50
20689	FEHR-GRAHAM & ASSOCIATES*	MUD CREEK BRDG 205-311	46839R-10	2,222.00
20689	FEHR-GRAHAM & ASSOCIATES*	MUD CREEK BRDG 205-311	46839U-6	5,486.20
20689	FEHR-GRAHAM & ASSOCIATES*	ROBISON RD. BRDG 205-311	47309-15	7,402.50
20689	FEHR-GRAHAM & ASSOCIATES*	ROBISON RD. BRDG 205-311	47309R-5	5,605.26
TOTAL:				<u>32,877.46</u>
205-311-533-150		ENGINEER CONSULTANT		
20689	FEHR-GRAHAM & ASSOC.	TREMONT ROAD		1,028.50 check# 1452 01-09-09
205-311-544-100		BRIDGE CONSTRUCTION		
20457	FORREST DAVIS CONSTRUCTION	MACKINAW RIVER		942.21 check# 1453 01-09-09
MANUAL TOTAL				1,970.71
GRAND TOTAL				34,848.17

TAZEWELL COUNTY

A20300 Page
 02/02/2009 PML
 10:33:32

Claims Docket
 Expenditure Accounts

Comty	Vend-No	Vend-Name	MATCHING TAX (206-311)	Invoice-Numb	Expense-Amount
	206-311-544-110	ILLINOIS DEPT OF TRANSPORTATION*	ROAD IMPROVEMENT		
	20623	AECOM*	BROADWAY/SCHRAMM 206-311	102541	376,560.71
	20645	AECOM*	BROADWAY/SCHRAMM 206-311	N39816	2,005.26
	20646	AECOM*	SAFETY STUDY 206-311	N39818	323.10
	20648	AECOM*	MACKINAW RD/RTE 122 206-311	N39822	779.38
			TOTAL:		<u>379,668.45</u>
	206-111-544-110	FORREST DAVIS CONSTRUCTION	ROAD IMPROVEMENT		
	20451		MACKINAW RIVER		942.21
			check# 1443 01-09-09		
			MANUAL TOTAL		942.21
			GRAND TOTAL		380,610.66

Claims Docket
Expenditure Accounts

County Vend-No	Vend-Name	TOWNSHIP ENGINEERING FUND (207-311)	Invoice-Numb	Expense-Amount
207-311-522-120	ENGINEERING SUPPLIES			
20547	STAPLES*	SOFTWARE 207-311	45120	239.96
207-311-522-121	FIELD ENGINEER EXPENSE			
20003	VERIZON WIRELESS*	MONTHLY SVC 207-311	1961210872	480.50
207-311-533-900	CONFERENCE & SEMINARS			
20722	CPESC INC *	CPESC EXAM 207-311	939	75.00
20751	IL SOIL & WATER CONSERVATION SOCIE	CPESC EXAM 207-311	3319	20.00
TOTAL:				915.46
207-311-533-900	CONFERENCE & SEMINARS			
20276	UNIVERSITY OF ILLINOIS	THE CONFERENCE		75.00 check# 1455 01-09-09
20790	I P L S A	CONFERENCE		300.00 check# 1457 01-09-09
20276	UNIVERSITY OF ILLINIOS	THE CONFERENCE		75.00 check# 1456 01-09-09
20425	N A C E	N A C E CONFERENCE		450.00 check# 1458 01-09-09

MANUAL TOTAL 900.00
GRAND TOTAL 1,715.46

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	VETERANS ASSISTANCE (208-422)	Invoice-Numb	Expense-Amount
	208-422-533-200		TELEPHONE		
102	AT&T*		LINE CHARGES 208-422	Z125664-0209	81.40
102	AT&T*		LINE CHARGES 208-422	Z991066-0209	32.59
222	VERIZON NORTH*		LINE CHARGES 208-422	4773199-0209	41.18
222	VERIZON NORTH*		LINE CHARGES 208-422	L002450-0209	41.18
5411	CENTURYTEL*		LONG DISTANCE 208-422	304006043-0209	191.80
208-422-533-210			POSTAGE		
2050	TREMONT POSTMASTER*		OFFICE POSTAGE 208-422	46	04.00
208-422-533-300			MILEAGE		
38	SAAL*STEVE		JAN MILEAGE 208-422	38-0209	343.20
208-422-533-930			HOMELESS RENTAL ASS'T GRANT		
277	STROPES REALTY*		GRANT CONTINUATION 208-422	302	350.00
67451	OAK LAWN MOBILE ESTATES*		GRANT CONTINUATION 208-422	4005	389.00
208-422-533-970			EMERGENCY ASSISTANCE		
277	STROPES REALTY*		PRTL RNTL ASST. 208-422	18055	250.00
277	STROPES REALTY*		PRTL RNTL ASST. 208-422	18069	330.00
10510	MAJORS*RICHARD		PRTL RNTL ASST. 208-422	18078	330.00
11490	DION*KARL		PRTL RNTL ASST. 208-422	18056	330.00
12884	LIPPERT*JAMES		PRTL RNTL ASST. 208-422	18052	300.00
18822	GROAT*EVA M		PRTL RNTL ASST. 208-422	18057	250.00
60660	SHAY*BONNIE		PRTL RNTL ASST. 208-422	18073	250.00
60674	JONES*KEVIN C		PRTL RNTL ASST. 208-422	18075	250.00
67452	OAK LAWN MOBILE ESTATES*		PRTL RNTL ASST. 208-422	18063	250.00
67452	PRINE*BEVERLY		PRTL RNTL ASST. 208-422	18058	330.00
68103	AMEREN CILCO*		EMRGNCY ENRGY ASST. 208-422	0541535061-0209	198.00
68103	AMEREN CILCO*		EMRGNCY ENRGY ASST. 208-422	1256996094-0209	200.00
71412	DRAFFEN*PHILLIP J		PRTL RNTL ASST. 208-422	18047	250.00
71828	FRIEND*DAN		PRTL RNTL ASST. 208-422	18051	250.00
72165	VISTA VILLA*		PRTL RNTL ASST. 208-422	18054	250.00
72476	CAPE COD VILLAGE APTS*		PRTL RNTL ASST. 208-422	18045	330.00
72477	CURTO*STEVE		PRTL RNTL ASST. 208-422	18053	250.00
73896	INGRAM*DOROTHY		PRTL RNTL ASST. 208-422	18068	200.00
75520	MILLER*ED A		PRTL RNTL ASST. 208-422	18060	330.00
75894	WHISTLE*KENNETH		PRTL RNTL ASST. 208-422	18044	250.00

Claims Docket
Expenditure Accounts

County	Vend-No	Vend-Name	VETERANS ASSISTANCE (208-422)	Invoice-Numb	Expense-Amount
	77760	COX*RICHARD	PRYL RNVL ASST. 208-422	18067	250.00
	78644	HELLRIGEL*TODD A	PRYL RNVL ASST. 208-422	18070	330.00
	79375	BRADLEY*SUE	PRYL RNVL ASST. 208-422	18062	330.00
	79715	RITCHIE*DON	PRYL RNVL ASST. 208-422	18048	250.00
	79716	RITCHIE*DON	PRYL RNVL ASST. 208-422	18074	250.00
	82328	BENASSI*DARREN L	PRYL RNVL ASST. 208-422	18064	250.00
	82951	KRUMHOLZ*JOAN & BILL	PRYL RNVL ASST. 208-422	18065	250.00
	82955	KRUMHOLZ*JOAN & BILL	PRYL RNVL ASST. 208-422	18066	250.00
	83741	YOUNG*CRAIG A	PRYL RNVL ASST. 208-422	18077	250.00
	84546	PEORIA AREA FOOD BANK*	FOOD PANTRY PURCH. 208-422	AO10461-1	42.57
	84546	PEORIA AREA FOOD BANK*	FOOD PANTRY PURCH. 208-422	AO10534-1	57.42
	84549	PEORIA AREA FOOD BANK*	FOOD PANTRY PURCH. 208-422	AO10585-1	58.05
	86526	RHOADES II*RONALD D	PRYL RNVL ASST. 208-422	18071	250.00
	87058	PEORIA COUNTY FINANCE*	VET TRANSPORT 208-422	18059	461.48
	87059	FRY*KAREN D	PRYL RNVL ASST. 208-422	18061	330.00
	87060	DITTMER*PHYLLIS	PRYL RNVL ASST. 208-422	18072	250.00
	87419	DAVIS*MOE	PRYL RNVL ASST. 208-422	18049	206.27
	88269	ORR*ANGELA	PRYL RNVL ASST. 208-422	18076	250.00

TOTAL: 11,248.14

County

Vend-No

77760

78644

79375

79715

79716

82328

82951

82955

83741

84546

84546

84549

86526

87058

87059

87060

87419

88269

Claims Docket
Expenditure Accounts

County	Vend-No	Vend-Name	ANIMAL CONTROL (211-411)	Invoice-Numb	Expense-Amount
	211-411-522-050		MEDICAL SUPPLIES		
	1236	MWI VETERINARY SUPPLY CO*	25 BOTTLES DETAVED 211-411	7062102	115.00
	1236	MWI VETERINARY SUPPLY CO*	MEDS/PAIN KILLERS 211-411	7119782	41.29
	1248	STATE OF IL DEPT OF AGRICULTURE*	LAB TESTING 211-411	239961	36.00
	211-411-522-090		MAINTENANCE SUPPLIES		
	1257	ANIMAL CONTROL PETTY CASH*	BOXES LAUNDRY SOAP 211-411	1257-0209	13.50
	211-411-522-100		GASOLINE		
	1763	TAZEWELL COUNTY HIGHWAY*	GASOLINE 211-411	80516	679.24
	1763	TAZEWELL COUNTY HIGHWAY*	GASOLINE 211-411	80524	625.02
	211-411-533-160		VETERINARIAN OFFICE SERVICE		
	210	HERM*DR ART	JAN MO. SVC 211-411	210-0209	1,742.75
	211-411-533-200		TELEPHONE		
	102	AT&T*	JAN MO. SVC 211-411	Z991013-0209	32.59
	222	VERIZON NORTH*	PHONE 3094772270 211-411	4772270-0209	66.44
	222	VERIZON NORTH*	PHONE 3096946287 211-411	6946287-0209	89.39
	222	VERIZON NORTH*	PHONE 3099253370 211-411	9253370-0209	265.48
	541	CENTURYTEL*	TELEPHONE 211-411	30404105-0209	43.22
	731	VERIZON WIRELESS*	CELL PHONE 211-411	1968197463	55.19
	211-411-533-210		POSTAGE		
	70675	UNITED STATES POSTAL SERVICE*	JAN POSTAGE 211-411	70675-0209A	1,346.81
	211-411-533-220		T/PCCC		
	102	AT&T*	PHONE 3096946287 211-411	6946287-0209	40.05
	217	TAZEWELL/PEKIN COMMUNICATIONS*	MARCH-MAY 09 211-411	012609	998.00
	211-411-533-230		ALARM SYSTEM		
	66629	ADT SECURITY SERVICES INC*	ALARM SVC 2-09/4/30 211-411	85775749	148.92
	211-411-533-600		GAS, ELECTRIC & WATER		
	7	AMEREN CILCO*	GAS/ELEC 211-411	5201369932-0209	1,284.03
	76	PURITAN SPRINGS WATER*	WATER SVC 211-411	1233147-0109	24.99
	76	PURITAN SPRINGS WATER*	WATER SVC 211-411	1233147-0209	24.49
	219	ILLINOIS AMERICAN WATER COMPANY*	WATER SVC 211-411	0902286913-0209	32.97

Claims Docket*
Expenditure Accounts

County	Vend-No	Vend-Name	ANIMAL CONTROL (211-411)	Invoice-Numb	Expense-Amount
	211-411-533-660		GARBAGE COLLECTION		
	66418	X WASTE INC*	GARBAGE SVC 211-411	86250	125.66
	66419	X WASTE INC*	GARBAGE SVC 211-411	87331	125.66
	211-411-533-700		VEHICLE MAINTENANCE		
	77730	CITY OF PEKIN - VEHICLE MAINT	DEPT VEHICLE MAINT 211-411	77739-0209	133.60
	77739	CITY OF PEKIN - VEHICLE MAINT	DEPT VEHICLE MAINT 211-411	77739-0209C	446.75
	211-411-533-720		BUILDING & GROUNDS MAINTENANCE		
	9	MARKLEY'S PEST ELIMINATION*	MONTHLY SVC 211-411	167293	40.00
	74	TCRC INC*	FLOOR CARE 211-411	012117	40.00
	88160	G & K SERVICES*	OFFICE RUGS 211-411	1018596863	34.90
	88160	G & K SERVICES*	OFFICE RUGS 211-411	1018610278	34.90
	211-411-533-982		DEPOSIT REIMBURSEMENT		
	78268	COUNTY ANIMAL CONTROLS OF IL*	ANNUAL DUES 211-411	78268-0209	50.00
	211-411-533-983		SPAY/NEUTER ASST. PROGRAM		
	213	PEKIN ANIMAL HOSPITAL*	SPAY DOG 211-411	8100-0209	170.00
	6271	PEKIN VETERINARY CLINIC*	S/N ASST PROGRAM 211-411	82776	147.75
	211-411-533-984		TAZ CO VET ASSN		
	4886	TAZEWELL COUNTY VET MED ASSOC*	JAN S/N 211-411	JAN09	140.00
	88732	MARTIN*MELISSA	REFUND SICK CAT 211-411	REFUND0209	65.00
	211-411-533-200		TELEPHONE		
	7311	VERIZON WIRELESS	CELL BILL		54.63
	211-411-533-910		EDUCATION & TRAINING		
	88719	ILLINOIS ANIMAL WELFARE FEDERATION	EBI WORKSHOP		250.00
					304.63
					9,564.22
					9,259.59

TIAZEWELL COUNTY

A20300 Page 33
 02/06/2009 PML
 09:38:58

Claims Docket
 Expenditure Accounts

County Vendors	Vend-No	Vend-Name	P.D.D.	(221-413)	Invoice-Numb	Expense-Amount
	221-413-533-720	ORIGIN PEST CONTROL*		BUILDING MAINTENANCE		
	11287	ORIGIN PEST CONTROL*		PEST CNTRL SVC 221-413	4853105TCRC09	530.84
	221-413-533-730	THOMPSON ELECTRONICS CO*		EQUIPMENT MAINTENANCE		
	9275	THOMPSON ELECTRONICS CO*		SVC WRK ALRM SYST.221-413	35455	204.78
	221-413-544-030	TCRC INC*		LOAN REPAYMENT		
	2576	TCRC INC*		PAYMENT FOR LOAN 221-413	2576-0209	20,000.00
	221-413-566-000	KRUSE*JUDITH		CONTINGENT EXPENSE		
	8072	KRUSE*JUDITH		CIRT NATIONAL CONF. 221-413	88722-0209	1,793.90
				TOTAL:		<u>22,529.52</u>

Claims Docket
Expenditure Accounts

Comity	Vend-No	Vend-Name	HEALTH INTER-SERVICE (249-914)	Invoice-Numb	Expense-Amount
	249-914-533-101		ADMINISTRATION		
	11231	MUTUAL MEDICAL PLANS INC*	TPA SVCS 3/09 249-914	11231-0209	4,646.00
	249-914-533-533		EMPLOYEE LIFE INSURANCE		
	10763	SYMETRA LIFE INSURANCE COMPANY*	EMPLOYEE LIFE INS 0309 249-914	10764-0209	1,757.31
	249-914-533-534		VOLUNTARY LIFE		
	10763	SYMETRA LIFE INSURANCE COMPANY*	VOL LIFE 0309 249-914	10764-0209A	799.55
	249-914-533-535		VAD&D		
	10825	LINA*	VOL AD&D 0309 249-914	10825-0209	49.80
	249-914-533-611		EMPLOYEE STOP LOSS		
	10763	SYMETRA LIFE INSURANCE COMPANY*	EMP. STOP LOSS 0309 249-914	10764-0209C	10,427.60
	249-914-533-612		DEPENDENT STOP LOSS		
	10763	SYMETRA LIFE INSURANCE COMPANY*	DEP. STOP LOSS 0309 249-914	10764-0209D	13,388.55
	249-914-533-613		AGGREGATE STOP LOSS		
	10763	SYMETRA LIFE INSURANCE COMPANY*	AGG. STOP LOSS 0309 249-914	10764-0209B	2,141.20
	249-914-533-531		CLAIMS		
		MUTUAL MEDICAL	JANUARY 09 CLAIMS		293,599.18
			GRAND TOTAL		326,809.19
			TOTAL:		33,210.01

Claims Docket
 Expenditure Accounts

Comty	Vend-No	Vend-Name	SOLID WASTE (254-112)	Invoice-Numb	Expense-Amount
50000	254-112-511-000	TAZEWELL COUNTY HEALTH DEPT SW*	SALARIES	1-0209	18,209.00
50000	254-12-511-240	TAZEWELL COUNTY HEALTH DEPT SW*	HEALTH INSURANCE	2-0209	1,700.11
50000	254-12-533-000	TAZEWELL COUNTY HEALTH DEPT SW*	CONTRACTUAL SERVICE	3-0209	152.90
50070	254-12-533-001	MIDLAND DAVIS CORP*	RECYCLING	31575	300.00
50070	254-12-533-210	MIDLAND DAVIS CORP*	LANDFILL DUMP FEE 254-112	33100	300.00
50000	254-12-533-300	TAZEWELL COUNTY HEALTH DEPT SW*	POSTAGE	4-0209	.84
50000	254-12-533-910	TAZEWELL COUNTY HEALTH DEPT SW*	MILEAGE	5-0209	40.70
50000	254-12-544-000	TAZEWELL COUNTY HEALTH DEPT SW*	EQUIPMENT	6-0209	6.59
50000	254-12-544-000	TAZEWELL COUNTY HEALTH DEPT SW*	EQUIPMENT	7-0209	500.00
TOTAL:					<u>21,210.14</u>

TALLEN COUNTY

Claims Docket
 Expenditure Accounts

County Vend-No	Vend-Name	COURT SERVICES GRANT FUND (262-231)	Invoice-Numb	Expense-Amount
262-231-533-000	PF DOVER COUNSELING LLC*	CONTRACTUAL SERVICES	67002-0209	10,022.16
67002		SALARIES 2/09 262-231		<u>10,022.16</u>
		TOTAL:		



TAZEWELL COUNTY BOARD
MARCH, 2009 CALENDAR OF MEETINGS

ZONING BOARD OF APPEALS (Toevs)	Tues., March 3 6:00 p.m. - JCCR	Antonini, Crawford, Hahn, Hillegonds, Meisinger, Palmer, Stanford, Sundell
WE-CARE TRANSPORTATION (Thompson)	Mon., March 9 4:30 p.m. - Morton	Carius
LAND USE (Hillegonds)	Tues., March 10 5:00 p.m. - MK Bldg	Crawford, Antonini, Hahn, Meisinger, Palmer, Stanford, Sundell
INSURANCE REVIEW (Zimmerman)	Thurs., March 12 3:00 p.m. - MK Bldg	Carius, Antonini, Godby, Johnson, McKinney, Neuhauser, Norman, Seward, Young
HEALTH SERVICES (Harris)	Thurs., March 12 5:30 p.m. - TCHD	Sundell, Antonini, Grimm, Grimm, Hahn, Hillegonds, Sinn
TRANSPORTATION (Sinn)	Mon., March 16 8:00 a.m. - Tremont	Donahue, Ackerman, Berardi, Carius, Palmer, Stanford, Von Boeckman
PERSONS WITH DEVELOP DISABILITIES (Meehan)	NO MEETING	Martin, Palmer (Hale, Best, Doan, Weigle, Kruse, Heinhold - Attendees)
FINANCE (Neuhauser)	Tues., March 17 3:30 p.m. - JCCR	Carius, Crawford, Donahue, Grimm, Harris, Hobson, Imig, Meisinger, Vanderheydt, Von Boeckman
HUMAN RESOURCES (Hobson)	Tues., March 17 Immediately After Finance - JCCR	Carius, Crawford, Donahue, Grimm, Harris, Imig, Meisinger, Neuhauser Vanderheydt, Von Boeckman
PROPERTY (Imig)	Tues., March 17 5:00 p.m. - JCCR	Grimm, Ackerman, Berardi, Grimm, Hobson, Neuhauser, Vanderheydt
ETSB BOARD	Wed., March 18 9:00 a.m. - JCCR	Unsicker
RISK MANAGEMENT (Zimmerman)	Wed., March 18 4:00 p.m. - MK Bldg	Carius, Crawford, Donahue, Grimm, Harris, Hillegonds, Hobson, Imig, Neuhauser, Sinn, Von Boeckman **(Auditor, Treasurer, State's Attorney)**
EXECUTIVE (Zimmerman)	Wed., March 18 Immediately After Risk Mgmt - MK Bldg	Carius, Crawford, Donahue, Grimm, Harris, Hillegonds, Hobson, Imig, Neuhauser, Sinn, Von Boeckman
EMERGENCY PREPAREDNESS (Nowlin/Tippey)	Thurs., March 19 2:00 p.m. - MK Bldg	ATTENDEES
TRI-COUNTY REGIONAL (EXECUTIVE)	Thurs., March 19 4:00 p.m. - Peoria	Grimm, Klopfenstein, Koch
BOARD OF HEALTH (Bowen)	Mon., March 23 6:30 p.m. - Tremont	Harris

COUNTY BOARD

**Wed., March 25
6:00 p.m. – JCCR**

ALL COUNTY BOARD MEMBERS

**TRI-COUNTY REGIONAL PLANNING
(Koch)**

**Thurs., March 26
5:30 p.m. – Peoria**

**Crawford, Grimm, Hillegonds,
Klopfenstein, Sundell, Zimmerman**

Motion by Member D. Grimm second by Member Imig to approve March 2009 calendar.
Carried by Voice Vote.

BOARD RECESSED AT 7:09P.M. NEXT MEETING WILL BE HELD ON MARCH 25, 2009.

I, CHRISTIE A. WEBB, CLERK OF TAZEWELL COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND COMPLETE COPY OF THE BOARD MINUTES AT A MEETING HELD IN THE JUSTICE CENTER COMMUNITY ROOM IN THE CITY OF PEKIN, ILLINOIS ON FEBRUARY 25, 2009 AT 6:00P.M. THE ORIGINALS OF WHICH ARE IN MY CUSTODY IN MY OFFICE AND THAT I AM THE LEGAL CUSTODIAN OF THE SAME.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY HAND AND AFFIXED THE SEAL OF THE SAID COUNTY AT MY OFFICE IN PEKIN, ILLINOIS
THIS 25TH DAY OF FEBRUARY, 2009.