

COUNTY OF TAZEWELL, ILLINOIS

COUNTY BOARD PROCEEDINGS

AUGUST 26, 2009



DAVID ZIMMERMAN, COUNTY BOARD CHAIRMAN

CHRISTIE A. WEBB, COUNTY CLERK

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, AUGUST 26, 2009.

BOARD MEMBERS WERE CALLED TO ORDER AT 6:00 P.M. BY CHAIRMAN DAVID
ZIMMERMAN PRESIDING WITH THE FOLLOWING MEMBERS PRESENT: ACKERMAN, ANTONINI,
BERARDI, CARIUS, CRAWFORD, DONAHUE, B. GRIMM, D. GRIMM, HAHN, HARRIS,
HILLEGONDS, HOBSON, IMIG, MEISINGER, NEUHAUSER, PALMER, SINN, STANFORD,
SUNDELL, VANDERHEYDT AND VONBOECKMAN.

ABSENT: 0

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

INDEX

AUGUST 26 2009

Transportation

- 1. Approve Manito Road Slope & Guardrail Repair, Section 06-00010-00-SD to R.A. Cullinan & Sons, Inc., to be paid for Motor Fuel Tax Funds, in the amount of \$105,240.93 1-10
- 2. Approve the County Engineer to receive bids for the construction of turn lanes at IL Rte 9 at the service road to the Tazewell County facilities for an approximate cost of \$420,000.00 11-16

Property

- 3. Approve the relocation of warning siren to Green Acres 17
- 4. Recommend to approve the bid by Kreiling Roofing Company for the repair of the Tazewell Building roof in the amount of \$39,100.00 18-20
- 5. Approve the cleaning contract with TCRC for the McKenzie Building in the amount of \$20,601.12/ annual 91-94
- 6. Approve the cleaning contract with TCRC for the VAC/ESDA building in the amount of \$4,320.00/ annual 95-99
- 6a. Approve the cleaning contract with TCRC for the Tazewell building in the amount of \$3,240.00/ annual 21-25
- 7. Approve the cleaning contract with Clemmers for the Justice Center building in the amount of \$49,200.00/ annual 100-104
- 8. Approve the quote from Schell Systems Inc. for the new air conditioning units and furnaces at the Newlun Center in the amount of \$14,960.00 26-29

Executive

- 9. Authorize the execution of the Downstate Operating Assistance Grant Agreement ... 30-74
- 10. Approve Emergency Services Disaster Agency name to change to Emergency Management Agency 75

Finance

- 11. Approve transfer request for Courts in the amount of \$4,000.00..... 76
- 12. Approve transfer request for the Justice Center in the amount of \$1,309.00 77

Human Resources

- 14. Recommended to approve a replacement hire for an Administrative Assistant / Bookkeeper in the Legal Services Department at a starting salary of \$10.622 - \$11.035 per hour..... 78
- 15. Approve a replacement hire for a Jail Clerk in the Sheriff's Department at a starting salary of \$10.079 per hour 79
- 16. Approve pay plan for non union employees – a 0% increase plus merit compensation for eligible employees contingent on the availability of funds for FY 2010 budget 80
- 17. Approve a one – year extension of the Collective Bargaining Agreement between Tazewell County and Teamsters Chauffers and Helpers Union Local # 627, Highway Department Maintenance Workers 81-83
- 18. Approve a 2% salary increase for Board of Review positions contingent on the availability of funds for FY 2010 budget..... 84

Appointments

- a. Marvin Frank – Union Drainage District – Reappointment 85
- b. Steve Thomas – Spring Lake Drainage and Levee District – Reappointment..... 86
- c. Duane Haning – West Fork Drainage District – Reappointment..... 87
- d. Joshua Charlton – Cincinnati Drainage and Levee District – Reappointment 88
- e. Kenneth Becker – Mackinaw River Drainage and Levee District – Reappointment 89
- f. Greg Nelson – 911 Board – Appointment 90

Bills..... 105-158

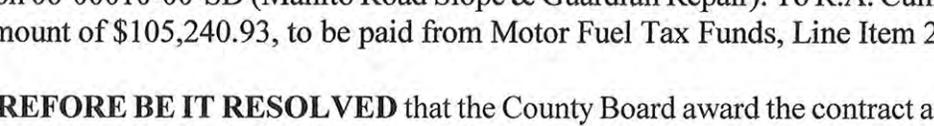
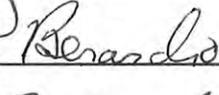
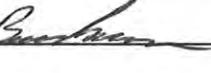
Calendar 159-160

**** Recess to September 30, 2009**

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

	
_____	_____
	_____
_____	_____
	_____
_____	_____
_____	_____

RESOLUTION

WHEREAS, the Transportation Committee received bids; and

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

Section 06-00010-00-SD (Manito Road Slope & Guardrail Repair): To R.A. Cullinan & Son, Inc., in the amount of \$105,240.93, to be paid from Motor Fuel Tax Funds, Line Item 203-311-533-740.

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

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

ADOPTED this 26th day of August, 2009

ATTEST:



County Clerk



County Board Chairman



Route CH 16 / Manito Road
 County Tazewell
 Local Agency County Highway
 Section 06-00010-00-SD

RETURN WITH BID

1. Proposal of R. A. CULLINAN & SON, INC.

for the improvement of the above section by the construction of an embankment widening, bituminous shoulder widening, guardrail replaement, erosion control curb and erosion control aggregate, beginning at Station 171+75, a point in the SW 1/4, Section 13, T24N, R5W, 3rd P.M., and extending in a northeasterly direction to Station 174+75

a total distance of 300.00 feet, of which a distance of 300.00 feet, (0.056 miles) are to be improved.

2. The plans for the proposed work are those prepared by Hampton, Lenzini and Renwick, Inc. under the direction of Tazewell County Highway Dept and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within 10 working days or by _____ unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for contract Proposals, will be required. Bid Bonds will will not be allowed as proposal guaranties. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: County _____ Treasurer of Tazewell County
 the amount of the check is Bob Bond (_____)
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number _____
8. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating.
12. The undersigned submits herewith the schedule of prices on BLR 12222 covering the work to be performed under this contract.



**Illinois Department
of Transportation**

Schedule of Prices

Route CH 16 / Manito Road
 County Tazewell
 Local Agency County Highway
 Section 06-00010-00-SD

RETURN WITH BID

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Furnished Excavation	Cu Yd	1254	34.07	42,723.78
2	Trench Backfill	Cu Yd	32.8	20.71	679.29
3	Seeding, Class 2 (Special)	Acre	0.4	15.75	630.00
4	Stone Riprap, Class A4	Ton	13	145.74	1,894.62
5	Filter Fabric	Sq Yd	17	91	1,547
6	Hot-Mix Asphalt Shoulders 8"	Sq Yd	86	86.28	7,420.08
7	Storm Sewers, Type 1, Reinforced Concrete Culvert, Storm Drain and Sewer Pipe, Class IV 12"	Foot	180	57.33	10,319.40
8	Type E Inlet Box, Standard 610001 (Special)	Each	1	1,716.33	1,716.33
9	Steel Plate Beam Guardrail, Type A, 6.75 Foot Posts	Foot	212.5	35.54	2,552.25
10	Traffic Barrier Terminal, Type 2 (Special)	Each	1	1,739.00	1,739.00
11	Traffic Barrier Terminal, Type 1 (Special) Tangent	Each	1	2,287.75	2,287.75
12	Steel Plate Beam Guardrail Removal	Foot	275	10.24	2,816.00
13	Steel Plate Beam Guardrail (Short Radius)	Foot	12.5	37.28	466.00
14	Traffic Barrier Terminal Removal, Type 2	Each	2	519.75	1,039.50
15	Traffic Control and Protection, Standard 701201	Each	1	4,949.85	4,949.85
16	Guardrail Reflectors	Each	5	89.3	446.5
17	Terminal Marker -- Direct Applied	Each	1	36.75	36.75
18	Guardrail Aggregate Erosion control	Ton	58	58.50	3,393.00
19	Erosion Control Curb	Foot	262	28.80	7,545.60
20	Connection to Box Culvert	Each	1	2,281.59	2,281.59
21	Inlets, Type A, Type 1 Frame, Closed Lid	Each	1	1,473.02	1,473.02
22	Heavy Duty Erosion Control Blanket	Sq Yd	1940	2.10	4,074.00
Page Total (To be carried forward to)					105,240.98



Route	CH 16 / Manito Road
County	Tazewell
Local Agency	County Highway
Section	06-00010-00-SD

RETURN WITH BID

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Insert
Names and
Addresses of
All Partners

} _____

} _____

} _____

} _____

(If a corporation)

Corporate Name R. A. CULLINAN & SON, INC.

Signed By Ronald R. Rowell
VICE President

Business Address PO. Box 166
TREMENT, IL 61568

Insert
Names of
Officers

} President MICHAEL N. CULLINAN

} Secretary JEFF SINN

} Treasurer RONALD L. OLSON

Attest: Jeff Sinn
Secretary

1. THIS AGREEMENT, made and concluded the 30th day of August, 2009 Month and Year
 between the County of Tazewell
 acting by and through its County Board known as the party of the first part, and
R.A. Cullinan & Son, Inc. his/their executors, administrators, successors or assigns,
 known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans for Section 06-00010-00-SD
 in Tazewell County, approved by the Department of Transportation of the
 State of Illinois n/a Date, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest:
Christina A. Webb Clerk
 (Seal)

The 30th of August, 2009
 By [Signature]
 Party of the First Part
 (If a Corporation)

Corporate Name R.A. Cullinan and Son, Inc.
 By [Signature]
 vice President Party of the Second Part
 (If a Co-Partnership)

Attest:
[Signature]
 Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part



Bond No. 105300019

Route CH 16 / Manito Rd

County Tazewell

Local Agency Tazewell County

Section 06-00010-00-SD

We, R. A. Cullinan & Son, Inc.

a/an) Individual Co-partnership Corporation organized under the laws of the State of Delaware

as PRINCIPAL, and Travelers Casualty & Surety Company of America

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of One Hundred Five Thousand Two Hundred Forty and 93/100

Dollars (\$105,240.93), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 4th day of September A.D. 2009

PRINCIPAL

R. A. Cullinan & Son, Inc.

(Company Name)

By: Ronald L. Rowell
Ronald L. Rowell (Signature & Title) Vice-President

Attest: Jeff Sinn
Jeff Sinn (Signature & Title) Secretary

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF Peoria

I, Jerry L. Sweet, a Notary Public in and for said county, do hereby certify that

Ronald L. Rowell and Jeff Sinn

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of September A.D. 2009

My commission expires 10/31/09

Jerry L. Sweet
Notary Public
"OFFICIAL SEAL"
A.D. 2009
Jerry L. Sweet
Notary Public, State of Illinois
My Commission Exp. 10/31/2009
(SEAL)

SURETY

Travelers Casualty & Surety Company of America By: H. Jeff Peterson
(Name of Surety) Signature of Attorney-in-Fact Attorney-in-Fact

STATE OF ILLINOIS.

COUNTY OF Peoria

I, Jerry L. Sweet, a Notary Public in and for said county, do hereby certify that

H. Jeff Peterson

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of September A.D. 2009

My commission expires 10/31/09

Jerry L. Sweet
Notary Public
"OFFICIAL SEAL"
A.D. 2009
Jerry L. Sweet
Notary Public, State of Illinois
My Commission Exp. 10/31/2009
(SEAL)

Approved this 26th day of August A.D. 2009

Attest: Christina A. ...
Tazewell County Clerk

[Signature]
(Awarding Authority)
CHAIRMAN
(Chairman/Mayor/President)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220038

Certificate No. 002988165

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

H. Jeff Peterson, Afton Booth, Judith Seifert, and Patrick J. Taphorn

of the City of Pekin, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of May, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

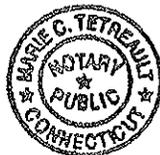


State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 6th day of May, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

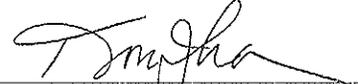
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4TH day of September, 2009


Kori M. Johanson, Assistant Secretary

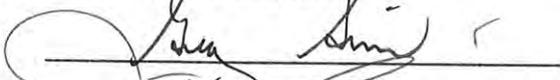


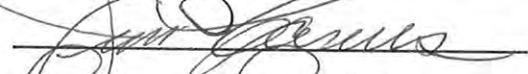
To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

COMMITTEE REPORT

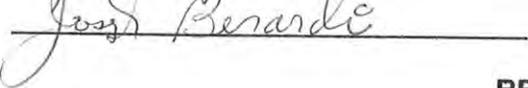
Mr. Chairman and Member of Tazewell County Board:

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

















RESOLUTION

WHEREAS, the County Engineer requested and received approval to distribute ARRA (American Recovery and Reinvestment Act) funds to, and seek engineering consultation for, the construction of turn lanes at the IL Route 9 (FAP 693) intersection with the service road to Tazewell County facilities located 1.5 miles west of Tremont, Illinois during the March 25, 2009 Tazewell County Board meeting; and

WHEREAS, the County Engineer has requested approval to receive bids for the construction of said turn lanes, as plans and specifications become available; and

WHEREAS, the approximate project cost of said turn lanes is as follows:

1. Illinois Route 9 (FAP 693) @ service road into Tremont County Complex – turn lane construction (06-00000-00-FP) - \$420,000.00 FED (ARRA)

WHEREAS, motion was made and passed upon vote to recommend to the County Board that the County Board Chairman be authorized to sign the required Local Agency Agreement for Federal Participation (BLR 05310) if required by the Illinois Department of Transportation, and

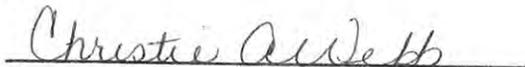
WHEREAS, motion was made and passed upon vote to recommend to the County Board that the County Engineer be authorized to take bids, and

THEREFORE BE IT RESOLVED that the County Board would approve said recommendation of the Transportation Committee.

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

PASSED THIS 26th DAY OF AUGUST, 2009

ATTEST:



 County Clerk



 County Board Chairman



Local Agency Agreement for Federal Participation

Table with 5 columns: Local Agency, State Contract, Day Labor, Local Contract, RR Force Account. Values include Tazewell County, X, and ARU.

Table with 6 columns: Construction (Job Number, Project Number), Engineering (Job Number, Project Number), Right-of-Way (Job Number, Project Number). Values include C-94-113-09 and ARA-0179 (032).

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE".

Location

Local Name IL Route 9 Turn Lane into Tazewell County Facilities Route FAP 693 Length 1375 ft. Termini From 700 ft on either side of the access rd.; 150 ft along the access rd.

Current Jurisdiction Tazewell County Existing Structure No N/A

Project Description

Construction of new left and right turn lanes on IL 9.

Division of Cost

Table with 8 columns: Type of Work, ARU, %, STATE, %, LA, %, Total. Rows include Participating Construction, Non-Participating Construction, Preliminary Engineering, Construction Engineering, Right of Way, Railroads, Utilities, Materials, and TOTAL.

*100% ARU Funds NTE \$420,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation)
METHOD B--- Monthly Payments of
METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
 Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
 The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the **STATE** monthly for the FHWA and/or **STATE** share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
- (25) (Single Audit Requirements) That if the LA receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name David Zimmerman
 Title County Board Chairman
County Board Chairperson/Mayor/Village President/etc.
 Signature 
 Date 8.26.09

APPROVED

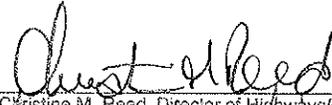
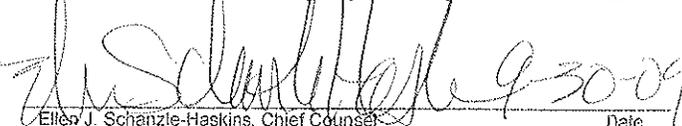
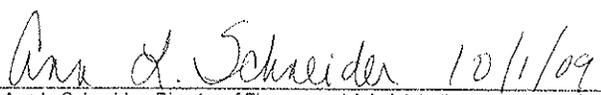
State of Illinois
 Department of Transportation

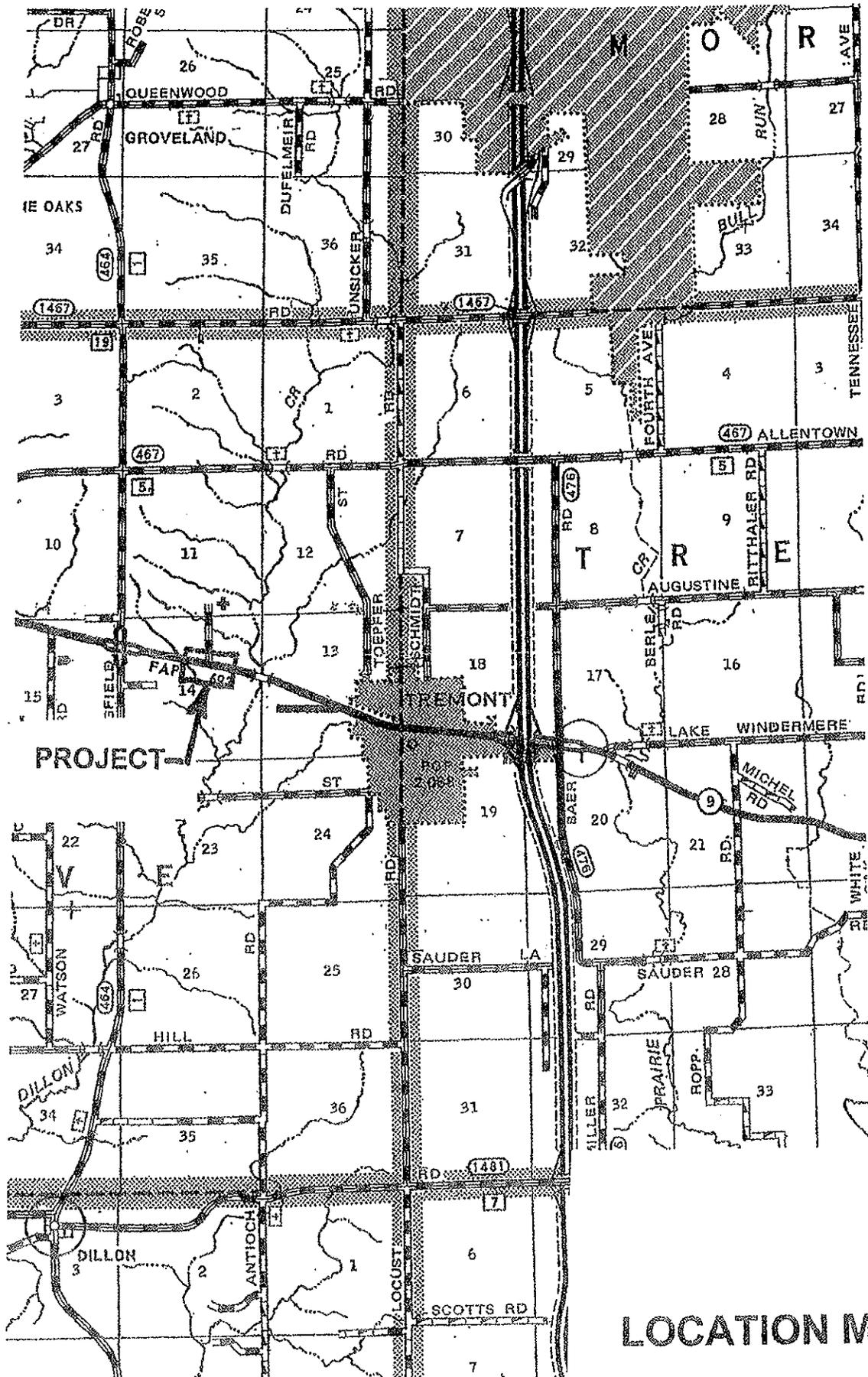
 Gary Hennig, Secretary of Transportation
 Date 10-6-09
 By: _____
 (Delegate's Signature)

 (Delegate's Name – Printed)

TIN Number 37-6002170

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.


 Christine M. Reed, Director of Highways/Chief Engineer
 Date 10/6/09

 Ellen J. Schanzle-Haskins, Chief Counsel
 Date 9-30-09

 Ann L. Schneider, Director of Finance and Administration
 Date 10/1/09



LOCATION MAP

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:

Carroll Smigs

[Signature]

Jerry Vandenberg

[Signature]

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve the relocation of the warning siren purchased for the Dillon area to Green Acres; and

WHEREAS, the existing siren in Green Acres is non-functioning.

THEREFORE BE IT RESOLVED that the County Board approve the placement of the new siren.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Director of Emergency Management and Preparedness.

PASSED THIS 26TH DAY OF AUGUST 2009.

ATTEST:

Christie A Webb
County Clerk

[Signature]
County Board Chairman

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:

Carroll Amig

[Signature]

[Signature]

Jerry Vanda Mayall

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve the bid offered by Kreiling Roofing Company in the amount of \$39,100.00 for the repair of the Tazewell Building roof; and

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Superintendent of Building and Grounds.

PASSED THIS 26TH DAY OF AUGUST, 2009.

ATTEST:

Christie A. Webb

County Clerk

[Signature]

County Board Chairman

(ATTACHMENT D)

NONCOLLUSION AND CERTIFICATION OF ELIGIBILITY
AFFIDAVIT OF PRIME BIDDER

State of Illinois)
County of Tazewell County) SS

TIM MOORE, Being first duly sworn, deposes and says that:

- (1) He/she is PRESIDENT of KREILING ROOFING CO.,
The Bidder that has submitted the attached bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Tazewell of any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- (6) That the Prime Bidder is not barred from contracting with any unit of State or local government as a result of a violation of either 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid Rotating).

Signed _____

(Title)

Subscribed and sworn before me on
This 12 day of AUGUST, 2009

Gaila L. Murphy (SEAL)
Notary Public



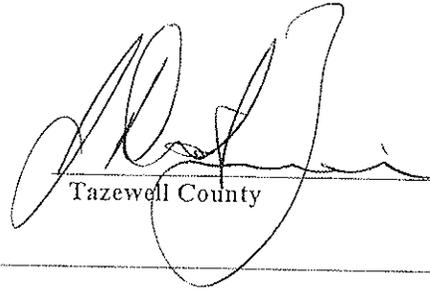
We the undersigned agree to furnish the listed equipment according to the County's specifications and conditions at the stated prices enclosed in this cost proposal sheet.

KREILING ROOFING CO.

Company Name

1616 SW WASHINGTON ST.

Address



Tazewell County

PEORIA

City

IL

State

61602

Zip

(309) 673-3649

Phone

(309) 673-2431

Fax

vpriest@kreiling.com

E-mail

\$39,100.00

THIRTY NINE THOUSAND ONE HUNDRED DOLLARS

BASE BID WITH ALLOWANCE

VERNON PRIEST

Agents Name (print)



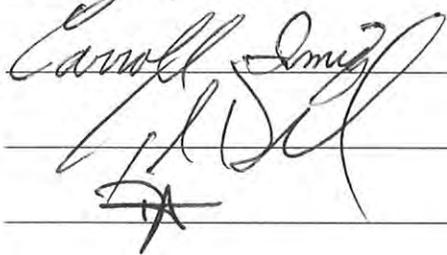
Signature

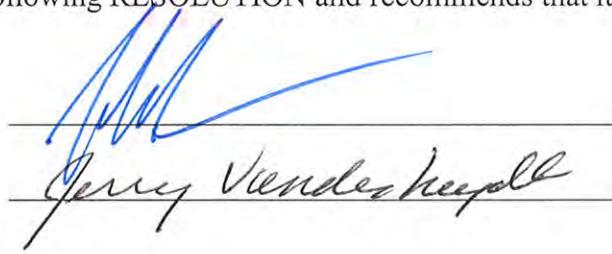
8/12/09

Date

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 approve a 30-month cleaning contract with Tazewell County Resource Center (TCRC) for the Tazewell Building; and

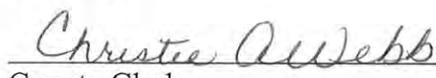
WHEREAS, the contract is in effect October 3, 2009 through April 2, 2012 with a one (1) year extension option at an annual cost of \$3,240.00; and

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

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

PASSED THIS 26TH DAY OF AUGUST, 2009

ATTEST:



 County Clerk



 County Board Chairman

AGREEMENT FOR COUNTY OF TAZEWELL

THIS AGREEMENT entered into by and between the County of Tazewell, Illinois, a body politic and corporate, hereinafter referred to as "Owner," and Tazewell County Resource Center, hereinafter referred to as "Contractor," effective the fourth day of October, 2009.

WHEREAS, previous heretofore bids were let and received for the performance and completion of custodial services for the Tazewell Building; and

WHEREAS, the bid of three thousand two hundred and forty dollars annually (\$3,240.00) by Tazewell County Resource Center (TCRC) was received and approved, subject to the execution of this Agreement by the parties hereto.

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

1. The contract documents consist of this Agreement, contract drawings, specifications, and all addenda issued prior to the execution of this Agreement and all modifications issued subsequent thereto. These form the contract and are fully a part of this contract as if attached to this agreement or repeated herein. Additionally, and specifically, there is made a part of this Agreement the Project Manual 2009-P-03, all specifications contained therein, as well as all drawings contained or referred to in the above referenced manual, and all addenda and other documents incorporated in the above referenced contract documents.

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

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

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

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

4. The consideration, herein called the "Contract Price" to be paid by the Owner and accepted by the Contractor for the performance of the work contemplated herein is the annual sum of three thousand two hundred and forty dollars (\$3,240.00) to be paid in twelve equal monthly payments over the course of each contract year. Prior to payment, contractor shall present, by the first day of each month, an invoice to the Tazewell County Auditor, such payment will be made through the normal County billing cycle.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. After the probationary period, this agreement may be terminated upon sixty days

written notice to the other party at such party's business address. Notice shall be deemed given on the date that such notice is placed in the United States mail.

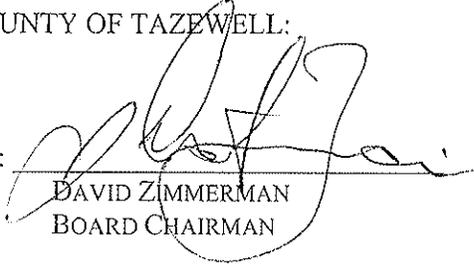
21. TERM. The term of this Agreement shall be 30 (thirty) months at the same rate of compensation with Owner holding a 12 (twelve)-month option at the same rate of compensation, unless terminated as provided in paragraph 20.

22. Probationary Term. Contractor agrees that this contract is contingent upon the Property Committee finding that the contractor has satisfactorily performed such services during the initial 90-day period. If in the sole determination of the Property Committee, the Committee finds that contractor's performance is not satisfactory, the Committee may reject this bid and make further recommendation to the Board by either recommending the best remaining qualified bid be accepted or recommending that new bids be solicited. During the probationary period Owner may terminate the agreement at any time upon written notice to Contractor.

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

COUNTY OF TAZEWELL:

BY:

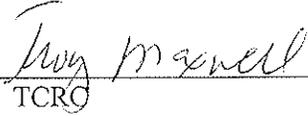

DAVID ZIMMERMAN
BOARD CHAIRMAN

Dated:

8/26/09

Contractor:

BY:


TCRC

Dated:

8.28.09

ATTEST:



CHRISTIE WEBB
COUNTY CLERK

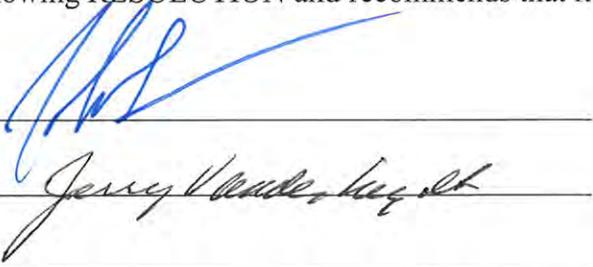
Dated:

8/26/09

Mr. Chairman and Members of the Tazewell County Board:

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





RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve the bid offered by Schell Systems Inc. in the amount of \$14,960 for the HVAC upgrades at the Newlun Center in Tremont; and

WHEREAS, the bid includes the purchase of three furnaces and three air conditioning units for the Newlun Center facility; and

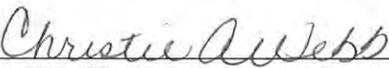
WHEREAS, the bid awarded is below the \$18,000 budgeted for this capital project.

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 Superintendent of Building and Grounds, and the Auditor of this action.

PASSED THIS 26TH DAY OF AUGUST 2009.

ATTEST:



 County Clerk



 County Board Chairman

Proposal

Att: Dan Gillette

DATE: 8-14-09

SUBMITTED TO: TCRC Newlun Center
STREET: 21310 Illinois Route 9
CITY/STATE: Tremont, IL 61568-9703

PH: 241-3471

Job Location: TCRC Building. New furnaces & air conditioners

- a. Building has a total of 12 furnaces & 12 air conditioners
- b. All furnace but one are grouped "3 together"

- * Understand furnaces will be replaced a minimum of "three" at a time
- * Understand air conditioner systems can be replaced "one" at a time.

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Quote 1 based on work requested as specified by you....

Quote 1 Installation of 3 new furnaces

the installation of three (3) new furnace, flue pipe, ductwork connections, thermostat and labor to install.

80 % Efficient Furnace 2 stage heat

Furnace to be: (3)	Amana	=	140,000 BTU's 2 stage
	Efficient Rating	=	80 %
	Heat Exchanger Warranty	=	20 Year Limited Warranty
			5 year parts

Total Cost For Above System Installed.....\$ 5,600.00
(No sales tax added)

Our Bid Includes The Following:

1. Remove existing furnace
2. Install new furnaces, supply plenum / return air adapter as required.
3. New Flue Pipe connections.
4. New gas pipe connections & shut off valves.
5. New electrical connections and individual shut off switches at each furnace.
6. **New three furnace control panel with new room programmable thermostat & thermostat guard.**

Please call Bill Schell if you have questions or would like to discuss...

Installed per Schell Systems Design & Specifications

Page 1 of 3



Quote 2 *Installation of 3 new (95 % High Efficient) gas furnaces*

the installation of three (3) new furnace, flue pipe, ductwork connections, thermostat and labor to install.

95 % High Efficient Furnace 2 stage

Furnace to be: (3)	Amana	=	115,000 BTU's
	Efficient Rating	=	95 %
	Heat Exchanger Warranty	=	20 Year Limited Warranty 5 year parts

Total Cost For Above System Installed.....\$ 7,590.00
(No sales tax added)

Our Bid Includes The Following:

1. Remove existing furnace
2. Install new furnaces, supply plenum / return air adapter as required.
3. New Flue Pipe connections through back of building.
4. New gas pipe connections & shut off valves.
5. New electrical connections and individual shut off switches at each furnace.
6. **New three furnace control panel with new room programmable thermostat & thermostat guard.**

Quote 3 *Installation of one new air conditioner system*

Quote 3 based on work requested as specified by you....

the installation of one (1) new condenser, evaporator coil, dryers, connections, new electrical disconnect, and labor to install.

13 SEER High Efficient Air Conditioner 410a Refrigerant 3 ph

Air Conditioner to be: (1)	Amana	=	60,000 BTU's (5 tons)
	Efficient Rating	=	13 SEER
	Compressor Warranty	=	5 Year Limited Warranty 5 year parts

Total Cost For Above System Installed.....\$ 3,120.00 x 3 =
(No sales tax added)

#9360

Our Bid Includes The Following:

1. Remove existing air conditioner
2. Install new condenser, evap coil, new electrical disconnect, connect to existing lines.
3. Purge, charge, start up and adjust.

Optional

With multiple furnaces and air conditioners supplying one common supply air duct and one common conditioned space, the multiple heating & cooling units would easily allow you to stage the operation of these systems based on demand conditions.

This would give you the following...

1. More efficient operation.
2. Better temperature & comfort control
3. Longer equipment life
4. Better humidity control. Better humidity control may benefit your operation.

Note: We can discuss this now or after the new furnaces / air conditioners are installed.
The new control panel we are including to operate the three furnaces will easily adapt to staging & cycling functions at a minimum cost.

Please call Bill Schell if you have questions or would like to discuss...

Warranty

Schell Systems warrants all materials & workmanship for a period of three years.

Heating & Cooling Equipment Per Manufacturers Warranty

Note: Equipment used on commercial applications: Air Conditioners = 5 year compressor / 5 year parts
Furnace = 20 year heat exchanger / 5 year parts
One year labor warranty on commercial furnaces & air conditioners.

Payment to be made as follows: All work (labor and materials & any materials or equipment on job site or stored for this job) completed and billed during any one month or at job completion payable on receipt of statement.

a. Work completed and billed due upon completion of Job

Total Job Cost \$ _____

Any balances owing past 30 days are subject to a 2 percent per month carry charge... Plus if necessary, all reasonable attorney's fees and costs of collection.

Proposal may be withdrawn by us
if not accepted within 60 days.

Authorized Signature _____

ACCEPTANCE OF PROPOSAL:

Signature _____

Date of Acceptance: 8.26.09

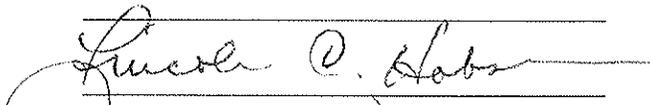
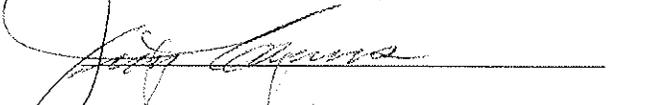
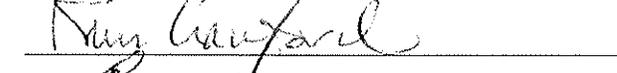
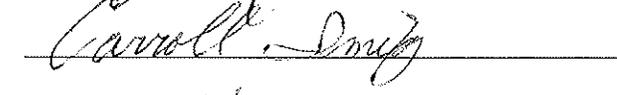
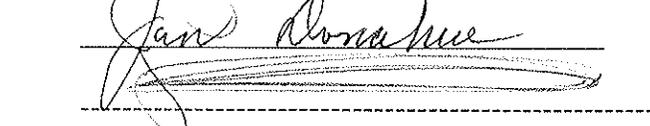
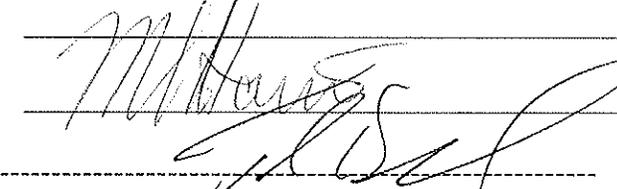
Signature _____

Date of Acceptance: _____

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 authorizing application for operating assistance grants under Article II of the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) for cost incurred during the period July 1, 2008 through June 30, 2009.

WHEREAS, the provision of public transit service is essential to the transportation of persons in the downstate area; and

WHEREAS, Article II of the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) makes funds available to help offset certain operating deficits and administrative expenses of a system providing public transit service; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311) and Article II of the Downstate Public Transportation Act (30ILCS 740/1-1 et seq.)

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BOARD OF THE COUNTY OF TAZEWELL:

Section 1. That an application be made to the State of Illinois through the Division of Public and Intermodal Transportation for grants under Article II of the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) for the purpose of off-setting a portion of the Public Transportation Program operating deficits of Tazewell County.

Section 2. That while participating in said operating assistance program Tazewell County will provide all required local matching funds.

Section 3. That the County Board Chairman of the Tazewell County Board is hereby authorized and directed to execute and file on behalf of the Tazewell County Board such application and amendments.

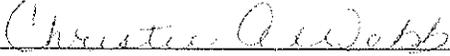
Section 4. That the County Board Chairman of the Tazewell County Board is authorized to furnish such additional information as may be required by the Division of Public Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the County Board Chairman of the Tazewell County Board is hereby authorized and directed to execute and file on behalf of the Tazewell County Board all required Grant Agreements and amendments with the Illinois Department of Transportation, in order to obtain grant assistance under the provisions of Article II of the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.)

Section 6. That the County Auditor of the Tazewell County Board is hereby authorized to provide such information and to file such documents as may be required to perform the Grant Agreement and to receive the Grant.

PRESENTED AND ADOPTED THIS THE 26TH DAY OF AUGUST 2009.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

AUTHORIZATION TO EXECUTE
DOWNSTATE OPERATING ASSISTANCE GRANT AGREEMENT

I, Christie A. Webb, do hereby certify that I am the fully qualified and acting County Clerk of the County of Tazewell, and as such County Clerk, I am the keeper of the seal, records and files of the County of Tazewell.

I do further certify that at a duly constituted and legally convened meeting of the County Board of the County of Tazewell held on ___ / ___ / 2009, a resolution was adopted in full accordance and conformity with the (by-laws, ordinances, etc.) for the County of Tazewell and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete, and true copy of the pertinent provisions of said Resolution.

BE IT RESOLVED by the County Board of the County of Tazewell:

1. That the Tazewell County ("Grantee") enter into a certain Downstate Public Transportation Operating Assistance Agreement, Contract No. (3887), Grant No. OP-10-(37)-IL ("Agreement") with the State of Illinois in order to obtain grant assistance under the provisions of the Illinois Downstate Public Transportation Act (30 IL CS 740/2-1, et. seq.).
2. That the County Board Chairman of the County of Tazewell is hereby authorized and directed to execute the Agreement on behalf of the County of Tazewell for such assistance.
3. That the County Board Chairman of the County of Tazewell is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to request and receive the Grant funding.

I further certify that the original of the complete said Resolution is on file in the records of the County of Tazewell in my custody.

I do further certify that the foregoing Resolution remains in full force and effect and has not been rescinded, as amended or altered in any manner since the date of its adoption.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal (if appropriate) of the County of Tazewell this 8 1 26 12009.



Tazewell County Clerk

DOWNSTATE PUBLIC TRANSPORTATION
OPERATING ASSISTANCE GRANT AGREEMENT

between

THE STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF PUBLIC AND INTERMODAL TRANSPORTATION

AND

TAZEWELL COUNTY

Contract Number 3887

Grant Number OP-10-37-IL

TABLE OF CONTENTS

<u>ITEM</u>	<u>TITLE</u>
1	PROJECT SCOPE
2	PROJECT BUDGET
3	SUBJECT TO APPROPRIATIONS
4	PAYMENT PROCEDURES
5	ELIGIBLE OPERATION EXPENSES
6	INELIGIBLE OPERATING PROCEDURES
7	RECORD RETENTION
8	INSPECTION AND AUDIT
9	GRANTEE'S INDEPENDENT AUDIT
10	PROJECT CLOSEOUT
11	PROHIBITED INTERESTS
12	NON-COLLUSION
13	CODE OF ETHICS
14	UNLAWFUL DISCRIMINATION
15	SCHOOL BUS OPERATION
16	GRANTEE'S WARRANTIES
17	DRUG FREE WORKPLACE
18	INDEMNIFICATION AND INSURANCE
19	INDEPENDENCE OF GRANTEE
20	NON-WAIVER
21	TERMINATION, PAYMENT DELAY, RECALL
22	DISPUTE RESOLUTION
23	PUBLIC INFORMATION
24	AMENDMENT
25	SEVERABILITY
26	ASSIGNMENT
27	DOCUMENTS FORMING THIS AGREEMENT
28	ETHANOL GASOLINE
29	TAXPAYER IDENTIFICATION NUMBER
EX. A	SCHOOL BUS CERTIFICATION
EX. B	DRUG FREE WORKPLACE CERTIFICATION

This Agreement is made by and between the State of Illinois (hereinafter the "State"), acting by and through the Illinois Department of Transportation, Division of Public and Intermodal Transportation (hereinafter the "Department"), and Tazewell County (hereinafter the "Grantee," which term shall include its successors and assigns).

WHEREAS, the Grantee proposes to provide public transportation services in a downstate area of Illinois;

WHEREAS, the Grantee has made application to the Department under Article II of the Illinois Downstate Public Transportation Act, (30 ILCS 740/2-1 et seq., hereinafter the "Act"); the Department's implementing regulations thereunder (92 Illinois Administrative Code Part 653, hereinafter the "Rules") and the forms included in the Department's current "Downstate Public Transportation Operating Assistance Program" (hereinafter the "Standard Forms"); and

WHEREAS, the Department has approved the Grantee's application and has certified to the Illinois Department of Revenue the Grantee's boundaries and its eligibility to participate under the Act;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, this Agreement is made to provide state operating assistance funds to Grantee and to set forth the terms and conditions of such assistance.

ITEM 1 - PROJECT SCOPE

Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures approved by the Department, and in accordance with the Act, the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services without prior written notification to the Department.

ITEM 2 - PROJECT BUDGET

Under the Act, the Department enters into this Grant Agreement to implement Grantee's approved program of expenditures, within the following condition:

The Grantee shall be paid under this Agreement sixty-five percent (65%) of Grantee's eligible operating expenses incurred during fiscal year 2010, up to the corresponding identical or minimally different appropriation amount provided by Public Act 96-0046, as per 30 ILCS 740/2-7(b-10) and 30 ILCS 740/2-3(d), as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7 (b)), and provided that the amount paid under this Agreement together with any operating assistance received by the Grantee from any other state or local agency for fiscal year 2010 does not exceed Grantee's actual operating deficit for that year.

The Department has approved and agrees to make a grant in the maximum amount of \$461,800, subject to the limitations set forth above, the Act and the Rules.

In the event that a Grantee receives an amount in excess of the amount provided to be paid to the Grantee above, or the combined state and local operating assistance grants for fiscal year 2010 exceed Grantee's actual operating deficit for that year, Grantee agrees to remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the following meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03): "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or its equivalent shall not be included as operating revenue or operating income."

Grantee agrees to commit the necessary local funding to cover costs incurred in providing public transportation which are not reimbursed under this Agreement or by other federal, state or local assistance programs.

ITEM 3 - SUBJECT TO APPROPRIATIONS CLAUSE

This Agreement is contingent upon the availability of sufficient funds and the appropriation of such funds as required by law.

ITEM 4 - PAYMENT PROCEDURES

The Department shall make quarterly payments to Grantee for eligible operating expenses upon occurrence of the following conditions:

- a) The Department receiving, 30 days before the start of a quarter, the required requisition forms and Estimated Quarterly Financial Report for that quarter (see Standard Forms), or, the Department receiving, 30 days after the end of a quarter, the required requisition forms and Actual Quarterly Financial Report for that quarter.
- b) The Department receiving the Actual Financial Quarterly Report for the first, second, third and fourth quarters no later than December 1, March 1, May 1, and August 1 respectively (see Standard Forms).
- c) The Department determining if and to what extent the request is for eligible operating expenses incurred in conformity with Grantee's approved application.

The Department may make adjustments in the third and fourth quarters to reflect actual eligible operating expenses for preceding quarters. Grantee agrees that payment shall not constitute a final determination by the Department of the allowability of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The Department reserves the right to offset any payment to satisfy any monetary claims that the Department may have outstanding against Grantee.

ITEM 5 - ELIGIBLE OPERATING EXPENSES

Eligible operating expenses consist of the following:

- (a) employee wages and benefits;
- (b) materials, fuels and supplies;
- (c) rental of facilities;
- (d) taxes other than income taxes;
- (e) payment for debt service (including principal and interest) on equipment or facilities owned by Grantee;
- (f) equipment purchases which do not exceed \$5,000;
- (g) administrative costs associated with capital projects which are not reimbursed elsewhere;
- (h) repairs to buildings, equipment or vehicles which do not extend the useful life of same;
- (i) reasonable expenses and compensation for Grantee's board members or trustees; and
- (j) any other expenditure which the Department determines is an eligible operating expense according to generally accepted standard accounting practices for public transportation operations.

ITEM 6 - INELIGIBLE OPERATING EXPENSES

Ineligible operating expenses include:

- (a) depreciation;
- (b) amortization or depreciation of any intangible assets;
- (c) debt service on capital assets acquired with the assistance of capital grant funds provided by the State;
- (d) profit or return on investments;
- (e) excessive payments to associated entities;
- (f) any expense eligible for federal funding under a capital assistance program;
- (g) costs reimbursed under Sections 6 or 8 of the Federal Transit Act, as amended (49 App. U.S.C.A. Sections 1605 and 1607) or under any other federal, state or local program;

- (h) entertainment expenses;
- (i) charter, school bus and sightseeing expenses;
- (j) fines and penalties;
- (k) charitable donations;
- (l) interest expense on long-term borrowing and debt retirement other than on publicly-owned equipment and facilities;
- (m) income taxes;
- (n) expenses associated with compliance with the Single Audit Act (31 U.S.C. 7501 et seq);
- (o) expenses for freight haulage provided by Grantee;
- (p) any expense reimbursed from insurance;
- (q) maintenance of vehicles which are not used for public transportation or to support operations (e.g., supervisory and maintenance vehicles); and
- (r) any other expense determined by the Department as ineligible.

ITEM 7 - RECORD RETENTION

All costs charged to the Project shall be supported by properly executed and clearly identified payrolls, time records, invoices, contracts, vouchers or checks evidencing in detail the nature and propriety of the charges. Such documentation shall be readily accessible on site at least until Project closeout.

The Grantee shall maintain, for a minimum of three years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General or the Department (hereinafter "Auditing Parties"); and the Grantee agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the three-year period, Grantee shall retain the records for three years after completion of the action and resolution of all issues arising from it.

ITEM 8 - INSPECTION AND AUDIT

Grantee shall permit, and shall require its contractors and auditors to permit, the Department, and any authorized agent of the Department, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Department may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout.

Grantee agrees to permit the Department to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board.

Grantee agrees to notify the Department of any pending federal triennial review as soon as it is scheduled and to permit the Department to attend same.

ITEM 9 - GRANTEE'S INDEPENDENT AUDIT

Grantee shall select an independent Certified Public Accountant to perform an audit pursuant to the requirements of Section 653.410 of the Rules. The standards for selection of the auditor and the scope and contents of the audit are contained in Section 653.410 of the Rules; Grantee and its auditor shall become familiar with the Rules and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 et seq), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the Department. Grantee's audit must include a separate Schedule of Revenues and Expenses, as prescribed by the Department, for the grant made under this Agreement which clearly identifies total expenditures and revenues, eligible expenses and revenues, and any operating deficit; and includes a final reconciliation statement of overpayments payable to or underpayments due from the State. Grantee's independent audit shall be submitted to the Department no later than 180 days following the last day of the fiscal year.

ITEM 10 - PROJECT CLOSEOUT

Grantee agrees to implement any audit findings contained in the Department's final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review. Upon the Department's acceptance of final audit results, the Department may arrange for a final reconciliation payment to or from Grantee, as necessary. The Department shall consider the Project closed when the reconciliation payment is made, either by the Department or by Grantee. The Department shall send notification to Grantee that the grant is closed. Payment issues, audit issues or any other matters pertaining to the grant may not be subsequently raised and are forever settled upon Project closeout. Closeout shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification from the Department.

ITEM 11 - PROHIBITED INTERESTS

Grantee and its contractors shall not enter into any contract, subcontract or arrangement in connection with the Project, or any property included or planned to be included in the Project, in which any member, officer, or employee of Grantee, or the locality in which Grantee operates, during his or her tenure in office, or for one year thereafter, has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to Grantee and such disclosure is entered upon the minutes of the Grantee, the Grantee may, with the prior approval of the Department, waive the prohibition herein; provided however, that any such member, officer or employee shall not participate in any action by Grantee or the locality relating to such contract, subcontract or arrangement.

Grantee shall insert in all contracts related to the Project or to property included or planned to be included in the Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of (insert Grantee's name) or of (insert name of locality in which Grantee operates) shall have during his or her tenure, or for one year thereafter, any interest, direct or indirect, in this contract or the proceeds thereunder."

This Item shall not apply to any agreement between Grantee and its fiscal depositories, or to any agreement for utility services for which the rates are fixed or controlled by a governmental agency.

ITEM 12 - NON-COLLUSION

Grantee warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its application or execution of this Agreement.

No state officer or employee, or member of the Illinois General Assembly, or officer, employee or member of any unit of local government which contributes to Project funds, or immediate family member of any of the above, shall be admitted to any share or part of this Agreement or to any benefit arising thereunder.

ITEM 13 - CODE OF ETHICS

Grantee shall maintain a written code or standard of conduct which shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer or agent of the Grantee shall participate in the selection, or in the award or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

1. the employee, officer or agent;
2. any member of his immediate family;
3. his or her partner; or
4. an organization which employs, or is about to employ, any of the above.

The code shall also provide that Grantee's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. Grantee may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of intrinsic value.

To the extent permitted by state or local law or regulations, Grantee's code of ethics shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Grantee's officers, employees or agents, or by contractors or their agents.

ITEM 14 - UNLAWFUL DISCRIMINATION

A. Human Rights: Grantee agrees not to commit unlawful discrimination in employment as that term is used in Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.); agrees to take affirmative action to ensure that no unlawful discrimination is committed; and agrees that the Illinois Equal Employment Opportunity Clause referenced in Section 2-105 of the Human Rights Act (775 ILCS 5/2-105) and contained in the regulations promulgated thereunder (44 Ill. Admin. Code Part 750), is incorporated into this Agreement and into all contracts let for or related to the Project.

B. Sexual Harassment: The Grantee shall have written sexual harassment policies that include at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

ITEM 15 - SCHOOL BUS OPERATIONS

Pursuant to 20 ILCS 2705/49.19, Grantee agrees not to engage in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards. However, this requirement shall not apply if Grantee operates a school system in the locality and operates a separate and exclusive school bus program for the school system. Grantee's certification regarding school bus operations is signed and attached to this Agreement as Exhibit A.

ITEM 16 - GRANTEE'S WARRANTIES

Grantee warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. Grantee agrees to initiate and consummate all actions necessary to enable it to enter into this

Agreement. Grantee warrants that there is no provision in its charter, bylaws, or any rules, regulations, or legislation which prohibits, voids, or otherwise renders unenforceable against Grantee any provision or clause of this Agreement. Grantee warrants further that it has paid all federal, state and local taxes levied or imposed and will continue to do so, excepting only those which may be contested in good faith. Grantee agrees that upon execution of this Agreement, Grantee will deliver to the Department: 1) an opinion of counsel, acceptable to the Department, that this Agreement is legally binding upon Grantee, and that there is no pending litigation concerning the authority of Grantee to enter into this Agreement; and 2) a certified copy of a resolution authorizing the execution of this Agreement.

ITEM 17 - DRUG FREE WORKPLACE

Grantee agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and has signed the Drug Free Workplace Certification attached to this Agreement as Exhibit B.

ITEM 18 - INDEMNIFICATION AND INSURANCE

Grantee agrees to hold harmless and indemnify the Department and the State from any and all liabilities, losses, expenses (including attorney's fees), damages (including loss of use), demands and claims arising out of or in connection with the Project, and shall defend any suit or action brought against it and/or the Department, whether at law or in equity, based on any such alleged injury (including death) or damage. Grantee shall pay all damages, judgments, costs and expenses in connection with said demands and claims resulting therefrom. The Department agrees to promptly notify Grantee in writing of the assertion of any such claim, suit or action in which the State or the Department is a defendant.

Grantee agrees that it will take out and maintain at its own cost and expense, for the duration of the Project, such policies of insurance in companies, as will protect Grantee from any claims for damages to property or for bodily injury (including death), which may arise from the Project.

ITEM 19 - INDEPENDENCE OF GRANTEE

In no event shall Grantee or any of its contractors be considered agents or employees of the Department or the State. The Grantee agrees that none of its employees, agents or contractors will hold themselves out as, or claim to be, agents, officers or employees of the Department or the State, and will not make any claim, demand or application to or for any right or privilege applicable to an officer, agent or employee of the State, including, but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

ITEM 20 - NON-WAIVER

Grantee agrees that in no event shall any action, including the making by the Department of any payment under this Agreement, constitute or be construed as a waiver by the Department of any breach of covenant or any default on the part of the

Grantee which may then exist; and any action, including the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department in respect to such breach or default. The remedies available to the Department under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

ITEM 21 - TERMINATION, PAYMENT DELAY, RECALL

Upon written notice to the Grantee, the Department reserves the right to suspend or terminate all or part of the financial assistance provided by this Agreement, if the Grantee is, or has been, in violation of any of the terms of this Agreement or if the Department determines that the purpose of the Project would not be adequately served by continued financial assistance. Termination of any part of the Agreement will not invalidate obligations properly incurred by Grantee prior to the date of termination, to the extent that they cannot be cancelled. The Department may also elect, by written notice to the Grantee, to withhold or delay any or all payments under this Agreement, or any portion thereof; or, if payment or payments have already been made, to recall such payment or payments or any portion thereof. The Grantee agrees that upon receipt of such notice of recall, the Grantee shall immediately return such payments, or any portion thereof, which the Grantee has received.

ITEM 22 - DISPUTE RESOLUTION

In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Department and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Department. The Department shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Department's decision upon all claims, questions and disputes shall be final and conclusive.

ITEM 23 - PUBLIC INFORMATION

The Department and Grantee shall agree upon appropriate and reasonable means to inform the public, particularly the users of Grantee's public transportation services, of the state assistance provided under this Agreement.

ITEM 24 - AMENDMENT

The Parties agree that no change or modification to this Agreement shall be of any force or effect unless the amendment is dated and is reduced to writing and executed by both parties.

ITEM 25 - SEVERABILITY

The Parties agree that if any provisions of the Agreement shall be held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remaining provisions could then continue to conform with the purposes, terms and requirements of applicable law.

ITEM 26 - ASSIGNMENT

Grantee agrees that this Agreement shall not be assigned or transferred without the written consent of the Department and that any successor to Grantee's rights under this Agreement will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to such succession.

ITEM 27 - DOCUMENTS FORMING THIS AGREEMENT

This Agreement, together with Exhibits A and B the Grantee's Application for the fiscal year as approved by and on file at the Department, and the Standard Forms constitute the entire agreement between the parties and supersede any and all prior agreements or understandings between the parties.

ITEM 28 - ETHANOL GASOLINE:

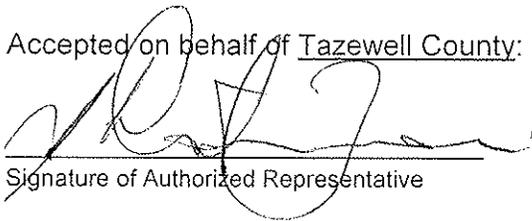
Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), Grantee hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.

ITEM 29 - TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Grantee certifies that 376002170 is its correct Federal Taxpayer Identification Number. The entity is doing business as a governmental entity.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this _____ day of LOUISIANA, 2009 _____ by their duly authorized officials. This Agreement shall remain in effect until the 30th day of June, 2010.

Accepted on behalf of Tazewell County:



Signature of Authorized Representative

J David Zimmerman

Type or Print Name of Authorized Representative

Chairman, Tazewell County Board

Type or Print Title of Authorized Representative

_____ Date

Accepted on behalf of the State of Illinois, Department of Transportation:

Gary Hannig
Secretary of Transportation

By: _____
Joseph P. Clary
Director, Division of Public & Intermodal Transportation

_____ Date

EXHIBIT A

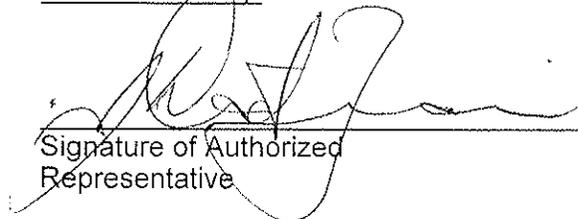
CERTIFICATION BY GRANTEE NOT TO ENGAGE
IN SCHOOL BUS OPERATIONS

Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b)), as a condition of receiving grant monies from the Illinois Department of Transportation, the Grantee certifies that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system.

The Grantee further agrees and certifies that it shall immediately notify the Department in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19(6) of the Civil Administrative Code of Illinois after the date of this certification.

Tazewell County:



Signature of Authorized
Representative

Chairman, Tazewell County Board

Title

_____ Date

EXHIBIT B

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

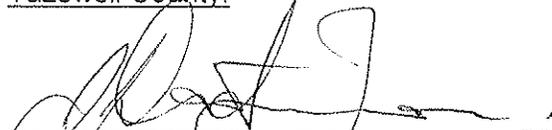
Grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the Grantee's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations.

- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the Department within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Tazewell County:



 Signature of Authorized Representative

Chairman, Tazewell County Board

 Title

 Date

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF PUBLIC TRANSPORTATION
AND
Tazewell County

**NON-METRO AREA TRANSPORTATION
OPERATING, CAPITAL AND ADMINISTRATIVE ASSISTANCE
GRANT AGREEMENT
(49 USC §5311)**

CONTRACT NO. 3859
STATE GRANT NO. RPT-10-022
FEDERAL GRANT NO. IL-18-X026

Approved as to Form
by Chief Counsel's Office:
REV: 04/17/02
5311_05.doc

TABLE OF CONTENTS

ITEM 1 - DEFINITIONS.....4

ITEM 2 - THE PROJECT5

ITEM 3 - AMOUNT OF GRANT5

ITEM 4 - THE PROJECT BUDGET.....5

ITEM 5 - DOCUMENTS FORMING THIS AGREEMENT5

ITEM 6 - REVERSION OF GRANT FUNDS.....6

ITEM 7 - ACCOMPLISHMENT OF THE PROJECT6

ITEM 8 - REQUISITIONS AND PAYMENTS7

ITEM 9 - CONTINUANCE OF SERVICE8

ITEM 10 - REAL PROPERTY, EQUIPMENT AND SUPPLIES.....8

ITEM 11 - PROCUREMENT.....10

ITEM 12 - ETHICS12

ITEM 13 - ACCOUNTING, RECORDS, AND ACCESS.....13

ITEM 14 - RIGHT OF DEPARTMENT TO TERMINATE15

ITEM 15 - PROJECT SETTLEMENT AND CLOSE-OUT.....16

ITEM 16 - GRANTEE'S WARRANTIES16

ITEM 17 - COOPERATION IN CONNECTION WITH INSPECTION.....16

ITEM 18 - INDEMNIFICATION AND INSURANCE16

ITEM 19 - NON-WAIVER17

ITEM 20 - INDEPENDENCE OF GRANTEE17

ITEM 21 - CIVIL RIGHTS17

ITEM 22 - SEVERABILITY21

ITEM 23 - INTELLECTUAL PROPERTY21

ITEM 24 - SCHOOL BUS AND CHARTER SERVICES OPERATIONS23

ITEM 25 - LABOR PROVISIONS23

ITEM 26 - SUBSTANCE AND ALCOHOL ABUSE /DRUG FREE WORKPLACE.....24

ITEM 27 - ENVIRONMENTAL REQUIREMENTS.....24

ITEM 28 - PRIVACY25

ITEM 29 - ASSIGNMENT26

ITEM 30 - AMENDMENT26

ITEM 31 - TITLES.....26

ITEM 32 - TAXPAYER IDENTIFICATION NUMBER.....26

- Exhibit A, entitled "Grantee's Section 5311 Application" (on file at the Department)
- Exhibit B, entitled "Approved Project Budget"
- Exhibit C, entitled "IDOT & FTA Assistance Programs Certifications and Assurances" (on file at the Department)
- Exhibit D, entitled "Grantee's Board Resolution" (on file at the Department)
- Exhibit E, entitled "Section 5333b Special Warranty" (on file at the Department)



 SEP 24 2009

 Illinois Dept. of Transportation

 Division of Public and

 Intermodal Transportation

This Contract No. 3859 (hereinafter referred to as "Agreement") is made by and between the Illinois Department of Transportation, Division of Public Transportation, (hereinafter referred to as the "State" or "Department") and Tazewell County (hereinafter referred to as the "Grantee" which term shall include its successors and assigns).

WHEREAS, the Grantee proposes to provide public transportation services in a Non-Urbanized area of Illinois (herein referred to as the "Project"), as described in the Grantee's final approved application which is incorporated herein by reference as Exhibit "A"; and

WHEREAS, the Department has applied under Section 5311 of the Federal Transit Act, as amended, (49 U.S.C. Section 5311), to the Federal Transit Administration (hereinafter "FTA") for federal operating and administrative assistance for this Project; and

WHEREAS, the Department's application has been approved by FTA; and

WHEREAS, the Grantee represents that it is an eligible recipient and has made application to the Department for a public transportation grant under the provisions of Illinois Compiled Statutes 20 ILCS 2705/49, *et seq.* and 30 ILCS 740/1 *et seq.* (hereinafter referred to as the "Acts"); and

WHEREAS, the Grantee's final application, including subsequent submittals, information, and documentation, as provided by the Grantee in support thereof, has been approved by the Department:

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree that the above recitals are made a part of this Agreement, that this Agreement is made to provide federal financial assistance (hereinafter referred to as the "Grant") to the Grantee, to set forth the terms and conditions upon which the Grant will be made available, and to set forth the agreement of the Parties as to the manner in which the Project will be undertaken, used, and completed. The parties further agree as follows:

ITEM 1 - DEFINITIONS

As used in this Agreement:

- A. "U.S. DOT" means the United States Department of Transportation.
- B. "FTA" means the Federal Transit Administration of the United States Department of Transportation. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administration shall be deemed a reference to the Federal Transit Administration.
- C. "Government" means both the government of the United States of America and/or the State of Illinois.
- D. "Contractor" or "Third Party contractor" means or refers to a vendor or contractor retained by the Grantee in connection with the performance of the Project, and paid or financed, in whole or in part, with funds received by the Grantee in connection with this Agreement.
- E. "Non-Metro", "Non-Urbanized" refer synonymously to any area outside an urbanized area with a population of less than 50,000 inhabitants, as defined by the U.S. Bureau of the Census.
- F. "Project" means the mass transportation project for which grant funds are to be used by the Grantee pursuant to this Agreement, as described in Grantee's final approved application.
- G. "Project Costs" means the sum of eligible costs incurred by the Grantee and/or its contractor(s) in performing the Project.
- H. "Section 5311" (formerly known as "Section 18") refers to the "Formula Grant Program for Areas Other than Urbanized Areas" section of the Federal Transit Act of 1992, as amended. See 49 U.S.C. Section 5311. "Section 5311" may also include subsection 5311(f) involving "Intercity Bus Transportation." See 49 U.S.C. Section 5311(f).

ITEM 2 – THE PROJECT

The Grantee agrees to provide, or cause to be provided through its contractor(s), the public transportation services described in the Grantee's final approved application and the service plan on file at the Department's offices and subsequent submittals, information, and documentation, provided by the Grantee in support thereof, all as approved by Department representatives. The Grantee's application and service plan are incorporated into this Agreement and made a part hereof as Exhibit "A". The Grantee shall not reduce, terminate, or substantially change such public transportation services, as set forth in Exhibit "A", without the prior written approval of the Department.

ITEM 3 - AMOUNT OF GRANT

The Department will fund up to 50% of eligible operating deficit and up to 80% of eligible administrative expenses incurred by the Grantee (and/or Grantee's contractor) during state fiscal year 2010 (hereinafter referred to as "fiscal year") to reimburse the Grantee for the provision of public transportation and intercity bus service, as approved by the Department for the Project, up to the amount as stated in the Approved Project Budget. The method for determining the intercity bus portion of the project shall be in accordance with the Department's guidelines, as from time to time adopted.

If the Project includes operating capital expenditures, the Department will provide up to 50% of the costs of the eligible operating capital expenses, subject to the amount therefore in the Approved Project Budget. These capital items will be treated as operational support expenses and included as operating expenses to determine deficit. In no event shall the operating capital portion of the Grant exceed 10% of the Approved Project Budget.

In no event shall the Department's funding participation under this Agreement exceed the total Department Grant available for the Project. The maximum amount of the operating and administrative assistance for the Project under this Agreement is \$259,921.

The Grantee agrees that it will provide, or cause to be provided, from sources other than from this Agreement, sufficient funds in an amount, when combined with the funds received from the Government pursuant to this Agreement, shall equal 100% of the total Project Cost.

The Grantee further understands that the Department shall not make a grant which, when combined with federal funds or funds from any other source, is in excess of 100 percent of the Project Cost. In the event payment or reimbursement by the Department results in receipt by the Grantee from all sources a total amount in excess of 100 percent of the Project costs, the Department does not waive its right to require the Grantee to promptly refund any excess funds provided under this Agreement. The determination of any refund due the Department will be made after project close-out and completion of an audit.

ITEM 4 - THE PROJECT BUDGET

The Grantee shall carry out the Project and shall incur obligations against and make disbursements of Project funds only in conformity with the latest Approved Project Budget. A copy of the Approved Project Budget is attached hereto as Exhibit "B", and said Approved Project Budget may be revised from time to time at the sole discretion of authorized Department representatives, but no Budget or revision thereof shall be effective unless and until the authorized Department representative shall have approved the same in writing. However, any amendment to the Approved Project Budget should be in accordance with the provisions of ITEM 30.

ITEM 5 - DOCUMENTS FORMING THIS AGREEMENT

The Parties agree that this Agreement constitutes the entire agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, that are not specifically set forth in this Agreement, and that all prior arrangements and understandings, verbal or written, are merged into and contained in this Agreement.

The Parties hereto further agree that the entire Agreement consists of this document, entitled "Non-Metro Area Transportation Operating and Administrative Assistance Grant Agreement," together with Exhibit A, entitled, "Grantee's Section 5311 Application" (on file at the Department); Exhibit B, entitled "Approved Project Budget;" Exhibit C, entitled "IDOT & FTA Assistance Programs Certifications and Assurances," (on file at the Department); Exhibit D, entitled "Grantee's Board Resolution" (on file at the Department); and Exhibit E, entitled "Section 5333b Special Warranty," (on file at the Department; all of which are, by this reference, incorporated herein and made a part hereof.

ITEM 6 – REVERSION OF GRANT FUNDS

A. Illinois Grant Funds Recovery Act - This Grant is subject to the Illinois Grant Funds Recovery Act, 30 ILCS 705/1. This Grant is valid until June 30, 2010, and grant funds are available until said date unless the Department, at its discretion, grants an extension of time. Any grant funds which are not expended or legally obligated by the Grantee at the end of the Grant Agreement or by the expiration of the period of time grant funds are available for expenditure or obligation, whichever is earlier, shall be returned to the Department within 45 days. Project close-out shall be in accordance with the Project Settlement & Close-Out ITEM of this Agreement. This date is subject to further revision at the sole determination and discretion of the Department.

B. Failure to Appropriate Funds - This Grant, and the processing of any requisitions and the payment of any funds under this Agreement, is contingent upon the availability of sufficient funds appropriated to the Department by the Illinois General Assembly. The Grantee understands and agrees that the obligations of the Department to make any grants or payments under this Agreement are conditional upon funds being appropriated therefore by the General Assembly, and the Grantee shall not hold the Department liable for failure by the General Assembly to appropriate sufficient funds for this Project.

C. This Grant and the processing of any requisitions from the Grantee and the payment of any funds to the Grantee is contingent upon this Project and the Grantee meeting all federal and state requirements, and is further contingent upon the Department's receipt of sufficient Federal funds for this Project.

ITEM 7 - ACCOMPLISHMENT OF THE PROJECT

A. General Requirements - The Grantee shall commence, carry out, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, including all documents listed in ITEM 5 above, and in compliance with all applicable laws and Department guidelines, as from time to time adopted.

B. Pursuant to Federal, State, and Local Law - In the performance of its obligations pursuant to this Agreement, the Grantee and its contractors shall comply with all applicable provisions of federal, state and local law, including the applicable provisions of the current Master Agreement between the Department and FTA. All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application to the performance of the Project of more restrictive local standards that are not inconsistent with the limits and standards of this Agreement.

The Grantee agrees that the most recent of such federal and state requirements, in effect at any particular time will govern the administration of this Agreement, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed by either the Federal Transit Administration or the Department, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new federal and state laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed that may apply to this Agreement. To achieve compliance with changing federal and state requirements, the Grantee agrees to include in all third party contracts financed in whole or in part with Government assistance, specific notice that federal and state requirements may change and such changed requirements will apply to the Project and the contract(s). The Grantee and such contractors further agree to administer the Project in accordance with the applicable federal and state provisions, including all applicable FTA Circulars and 49 CFR Parts 18 and 19.

C. Funds of the Grantee - The Grantee shall initiate and prosecute to completion all proceedings necessary to enable the Grantee to provide its share of the Project Costs at or prior to the time that such funds are needed to meet Project Costs.

D. Changed Conditions Affecting Performance - The Grantee shall immediately notify the Department of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

E. No Government Obligations to Third Parties - The Department and FTA shall not be subject to any obligations or liabilities by, through or to contractors of the Grantee or their subcontractors or to any other person not a party to this Agreement, in connection with the performance of this Project, without its express written consent, notwithstanding its concurrence in or approval of the award by the Department or FTA of any contract or subcontract or the solicitation thereof. The Grantee agrees to include this clause in each contract and subcontract financed in whole or in part with federal and/or state assistance.

F. Grantee's Responsibility for Compliance - Irrespective of the participation of other parties or third party contractors in connection with the Project, the Grantee shall continue to have primary responsibility to the Department and FTA for compliance with all applicable federal and state requirements as may be set forth in statutes, regulations, executive orders, and/or the Master Agreement between the Department and FTA (a copy of which is incorporated herein by reference) or the Grant Agreement for this Project.

G. Illinois Law - Notwithstanding federal preemption, this Agreement shall be construed in accordance with the laws of the State of Illinois.

ITEM 8 - REQUISITIONS AND PAYMENTS

A. Requests for Payment by the Grantee - The Grantee must submit written quarterly requisitions for the reimbursement of eligible costs, and the Department will honor any properly submitted requests in the manner set forth in this ITEM. In order to receive Grant payments pursuant to this Agreement, the Grantee must:

1. complete, execute and submit to the Department requisition forms supplied by the Department in accordance with the instructions contained therein;
2. submit to the Department, as requested, an explanation of the purposes for which costs have been incurred to date, and vouchers, invoices, or other documentation, satisfactory to the Department, to substantiate these costs;
3. where local funds are required, demonstrate or certify that the Grantee has supplied local funds adequate, when combined with any Government payments, to cover all costs incurred through the end of the requisition period;
4. have submitted all financial and progress reports currently required by the Department; and
5. have received approval by the Department for all budget revisions required to cover all costs to be incurred through the end of the requisition period.

B. Payment by the Department - Only costs incurred in accordance with the terms and conditions of this Agreement shall be reimbursable. Upon receipt of the requisition form and the accompanying information in form satisfactory to the Department, the Department will process the requisition, provided that the Grantee is not in violation of any of the terms of this Agreement, has satisfied the Department of its need for the funds requested during the requisition period, and is carrying out the Project in a manner satisfactory to the Department. If all of these circumstances are found to exist, the Department will reimburse apparent allowable costs incurred by the Grantee, from time to time, but not in excess of the maximum amount of the Grant therefor as shown in the Approved Project Budget. Requisitions may not be submitted more frequently than quarterly. Reimbursement of any cost pursuant to this Agreement shall not constitute a final determination by the Department of the allowability of such cost, and such payment shall not constitute a waiver of any violation of the terms of this Agreement committed by the Grantee. The Department will make a final determination as to allowability of any payments made to Grantee only after a final audit of the Project has been concluded.

In the event the Department determines that the Grantee is not currently eligible to receive any or all of the funds requested, it shall promptly notify the Grantee stating the reasons for such determination.

C. Allowable Costs - In addition to the other requirements of this Agreement, to be considered "allowable" for payment purposes, the costs and charges for which reimbursement has been sought must have been actually incurred by the Grantee or its contractors, be documented to the satisfaction of the Department, and meet the criteria set forth in the applicable provisions of the Department's 5310/5311 Grants Management Manual, as revised from time to time. Further, costs that are allocable to the Project, will only be considered for reimbursement if they meet the requirements of FTA Circular 5010.1C.

D. Disallowed Costs - In determining the eligibility for reimbursement of any cost incurred by the Grantee, the Department will exclude: (i) costs that are not properly documented, actually incurred for the Project, or not allocable to the Project in accordance with the requirements of this Agreement; (ii) all Project costs incurred by the Grantee prior to or after the state fiscal year identified in ITEM 3 of this Agreement or other date specifically authorized by the Department; (iii) costs incurred by the Grantee which are not provided for in the latest Approved Project Budget for the Project; and (iv) except as otherwise allowed under Department guidelines, costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the Department.

All grants, payments, and obligations of the State under this Agreement are subject to the receipt of funds by the State from FTA and/or authorized pursuant to the "Acts". The Department shall not be liable to the Grantee for any failure or delay in the performance of its obligations to the Grantee, including but not limited to delays in making payments to the Grantee. No debt, payment or obligation of the Department or FTA to the Grantee under this Agreement shall be a general obligation of the Government, but shall be payable, if at all, only from funds received by the Department from FTA and from funds authorized pursuant to the Acts.

ITEM 9 - CONTINUANCE OF SERVICE

The Grantee agrees to use its best efforts to continue to provide, either directly or by contract or service agreement, as the case may be, the public transportation services described in the Grantee's final, approved application and service plan. No reduction or termination of such service shall be made without compliance with all applicable statutory and regulatory provisions, and the approval of the Department. At least 30 days prior to (a) any proposed reduction or termination of such service or (b) the filing of a request for such reduction or termination with the Department, whichever comes first, the Grantee shall give written notice of the proposed action to all units of local government within the Grantee's service area. The Grantee shall give written notice of the proposed reduction or termination of service to the Department, detailing the services that are proposed for reduction or termination. The Department shall approve or disapprove the proposed reduction or termination prior to the expiration of the notice period.

ITEM 10 – REAL PROPERTY, EQUIPMENT AND SUPPLIES

Unless otherwise approved by the Department, the following conditions apply to real property, equipment and supplies financed or paid for with funds paid to Grantee under this Agreement (hereinafter referred to as "Project Facilities").

A. Use of Project Facilities - The Grantee agrees that Project Facilities shall be used for the provision of Project transit services for the duration of their useful life, as determined by the Department. Should the Grantee unreasonably delay or fail to use Project Facilities for the Project during their useful life, the Grantee agrees that the Department may require the Grantee to return the entire amount (or a portion thereof) of Grant funds that were paid to Grantee for the Project. The Grantee further agrees to notify the Department within 30 calendar days from the date any Project Facilities are withdrawn from use in transit service or when Project Facilities are used in a manner substantially different from the representation made by the Grantee in its Application.

B. Maintenance - The Grantee agrees to maintain any Project Facilities at a high level of cleanliness, safety, and mechanical soundness and in accordance with any guidelines, directives, or regulations that the Department, FTA, manufacturer, or contractor may issue (the stricter standard to apply unless expressly excused by the Department), including, but not limited to 49 CFR Parts 18.31 - 18.34 and Parts 19.30 - 19.37 and OMB Circular A-102. For vehicles, the manufacturer's suggested maintenance and inspection schedule will be considered the minimum maintenance standard that must be adhered to. For vehicles, the Grantee must establish and follow a written maintenance plan, which includes pre-trip inspections, a preventative maintenance program, and documentation of repairs. The Department and FTA shall have the right to conduct periodic inspections for

the purpose of confirming proper maintenance pursuant to this ITEM. The Department reserves the right to require the Grantee to restore, repair or replace Project Facilities or pay for damage as a result of abuse, neglect, or misuse of such Project Facilities.

If, at any time during the useful life of the Project Facilities, any of the Project Facilities are not used for the purposes specified in this Agreement, whether by planned withdrawal, misuse, or casualty loss, the Grantee shall immediately notify the Department thereof and request approval from the Department prior to disposing of such Project Facilities. Any such disposition shall be in accordance with Department procedures and the following subparagraphs C., D., E., F., G., and/or H. shall apply to such Project Facilities.

C. Transfer of Project Facilities

1. Grantee Request - The Government agrees that the Grantee may transfer Project Facilities financed under the Downstate Public Transportation Act or the Federal Transit Act, as amended, to a public body to be used solely for public purposes, with no further obligation to the Government, provided that the transfer is approved, in advance, by the Department (and the Federal Transit Administration, where required), and conforms with the requirements of 49 U.S.C. Section 5334(g) and any applicable rules.

2. Government Direction - The Grantee agrees that the Government may require the Grantee to transfer title of any Project Facilities financed in whole or in part with federal assistance made available by this Agreement, to the Government or as directed by the Department. The Grantee also agrees that the Government may direct the disposition of Project Facilities financed with federal assistance funds made available under this Agreement, as set forth by 49 CFR Parts 18.31 and 18.32.

D. Withdrawn Property - If any Project Facilities are not used in public transit service for the duration of their useful life as determined by the Department, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify the Department thereof at least 30 calendar days prior to a planned withdrawal and not later than 30 days following misuse or casualty loss.

1. Federal and/or State Interest in Property - Unless otherwise approved by the Government in the above circumstances, the Grantee agrees to remit to the Department the Government interest in the fair market value, if any, of any item of the Project Facilities whose unit value exceeds \$5,000, or the Project Facility, at the option of the Department. The portion of that interest shall be determined on the basis of the ratio of the assistance provided by the Government for the particular Project Facility to the actual cost of the Project. In the event the Project Facility is prematurely destroyed by fire, casualty, or natural disaster, the Grantee may, alternatively, fulfill its responsibilities with respect to the damaged facilities, by investing an amount equal to the value of the remaining Government interest in like-kind facilities that are eligible for assistance within the scope of the Project.

2. Fair Market Value - The following requirements apply to the calculation of fair market value:

a. Project Facilities - Unless otherwise approved in writing by the Department, the fair market value of the particular Project Facilities involved will be the value as of the time immediately before the occurrence that prompted the withdrawal of the Project Facilities from transit use. The fair market value shall be calculated by one of the following methods: (1) appraised value consistent with state standards and federal standards (49 CFR Part 24); (2) on a straight line depreciation of the Project Facilities, based on a useful life approved by the Department irrespective of the reason for withdrawal of Project Facilities from transit use, or (3) the actual proceeds from the public sale of such property. The particular method, in each instance, shall be approved by the Department with an objective to obtain the highest fair market value. Any appraiser employed for such purposes shall have experience in appraising similar project equipment and facilities in accordance with state and federal standards. The fair market value of any of the Project Facilities lost or damaged by casualty or fire will be calculated on the basis of the condition of such Project Facilities immediately before the casualty or fire, irrespective of the extent of insurance coverage.

b. Exceptional Circumstances - The Government, however, reserves the right to require another method of valuation to be used if determined to be in the best interest of the Government. In unusual circumstances, the Grantee may request that the Government approve the use of another reasonable

method of determining fair market value , including but not limited to accelerated depreciation, comparable sales, or estimated market values. In determining whether to approve an alternate method, the Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Grantee with respect to the preservation or conservation of the value of the particular Project Facilities that, for any reason, have been withdrawn from service.

E. Disposition of Property After Useful Life - After the end of its useful life, if any fixed facility (in whole or in part) or revenue service vehicle funded through this Agreement is planned to be disposed of, the Grantee shall notify the Department thereof not later than 30 days prior to its planned disposition.

F. Misused or Damaged Property - If damage to any Project Facilities results from abuse, neglect, or misuse that has taken place with the Grantee's knowledge and consent, the Grantee agrees that the Government may require the Grantee to restore those Project Facilities to their original condition, at the Grantee's sole expense, or refund the fair market value of the Government interest in such damaged Project Facility.

G. Obligations After Project Close-Out - A Grantee that is a governmental entity agrees that project close-out will not alter its property management obligations set forth in this Agreement and as required by 49 CFR Parts 18.31 and 18.32.

H. Encumbrance of Project Property - Unless expressly authorized in writing by the Government, the Grantee agrees to refrain from:

1. Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Government interest in any of the Project Facilities; or
2. Obligating itself in any manner to any third party which could result in an encumbrance of any of the Project Facilities.

ITEM 11 - PROCUREMENT

A. Contracts - All contracts funded with assistance provided through this Agreement for goods and property costing between \$300 and \$5,000 and all contracts funded with assistance provided through this Agreement for services exceeding \$10,000 must be approved by the Department prior to the Grantee executing or obligating itself to such contract. Any such contract or subcontract approved by the Department shall contain all of the contract clauses provided pursuant to this Agreement, and to conform to the requirements of FTA 4220.1D and 49 CFR Part 18.36 and Parts 19.40 - 19.48, and the parties shall comply with the requirements thereof. The Grantee shall follow state and federal law and procedures (and local policies not inconsistent therewith) when awarding and administering contracts. The Grantee agrees to give full opportunity for free, open and competitive procurement for each contract as required by federal and state law. No change or modification of the scope or cost shall be made to any such approved contract without prior Departmental approval in writing.

B. Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by federal and state law, the Grantee agrees and shall require all of its contractors for the Project to agree that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 U.S.C. Section 5323(h)(2).

C. Award to Other Than the Lowest Bidder - In accordance with the Federal Transit Act, as amended, 49 U.S.C. Section 5326(c), a Grantee may award a third party contract to other than the lowest bidder in connection with a procurement, only when such award furthers objectives that are consistent with the applicable regulations that FTA may issue.

D. Force Account - FTA and the Department reserve the right to refuse or limit their participation in force account costs.

E. Capital Leases - To the extent applicable, the Grantee agrees to comply with FTA regulations, "Capital Leases," 49 CFR Part 639, and any revision thereto and state capital leasing guidelines.

- F. Buy America - Each third party contract utilizing FTA assistance must conform with 49 U.S.C. Section 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661. The Grantee has read and signed the Buy America Certification (as part of Exhibit C) and will incorporate its provisions as a part of every relevant third-party contract.
- G. Cargo Preference - Use of United States Flag Vessels. The Grantee agrees to comply with 46 CFR Part 381 and to insert the substance of those rules in all applicable contracts issued pursuant to this Agreement.
- H. Preference for Recycled Products - The Grantee agrees to give preference to the purchase of recycled products for use in this Project pursuant to the various Environmental Protection Agency (EPA) guidelines contained in 40 CFR Parts 247 - 254.
- I. Bus Testing - To the extent applicable, the Grantee agrees to comply with FTA regulations, "Bus Testing," 49 CFR Part 665, and any revision thereto.
- J. Geographic Restrictions - The Grantee and its contractors agree to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by the Department and FTA.
- K. Third Party Disputes or Breaches - The Grantee agrees to pursue all legal rights available to it in the enforcement and defense of any third party contract, and FTA and the Department reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FTA and the Department of any current or prospective major dispute pertaining to any third party contract. If the Grantee seeks to name the Government as a party to the litigation, the Grantee agrees to inform both FTA and the Department before doing so. The Government retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Government, the Grantee will credit the Project account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive FTA's or the Department's immunity to suit.
- L. Operating Capital - (Equipment and Supplies between \$300 and \$5,000). The Grantee agrees to follow the procedures and practices for the treatment of Operating Capital costs as set forth in the Department's guidelines contained in the Section 5310/5311 State Management Plan and any other policies or procedures which the Department may issue from time to time. For the purposes of carrying out the Project, the Grantee is to treat certain Operating Capital costs according to the Department's Operating Capital guidelines as follows:
1. Operational Support costs are those eligible Operating Capital items or activities that each have a total cost of \$300 or less; require documentation for audit purposes; need not be recorded in the Grantee's Capital Asset Inventory; and do not require prior Department concurrence and procurement procedures.
 2. Equipment and Property costs are those eligible Operating Capital items or activities (exclusive of vehicles) that each have a total cost of between \$300 and \$5,000; must be properly documented and recorded in the Grantee's Capital Asset Inventory; and must conform to Department specified procurement procedures and concurrence requirements.
- All capital projects funded through Operating Capital procedures must be used exclusively (100%) for Section 5311, 49 U.S.C. Section 5311 (formerly Section 18) transit purposes. The Grantee may use only up to 10% of its Section 5311 operating funds to fund the 50% share of Operating Capital costs for equipment and property between \$300 and \$5,000.
- M. Operating Capital Obligations, Expenditures and Control - To be eligible for reimbursement under this Agreement, eligible Operating Capital costs must be incurred during the fiscal year governed by this Agreement. Costs shall be considered incurred if the Grantee has obligated the funds by entering into a third-party agreement or completed a force account activity within the fiscal year governed by this Agreement. All costs for capital activity funded through this Agreement must be expended by the Grantee within three months of the end of the fiscal year governed by this Agreement. The Grantee shall maintain ownership of any capital asset purchased even if the user of the asset is an operating entity other than the Grantee. The Grantee must notify the Department (and provide supporting documentation satisfactory to the Department) at the time obligations are made and prior to payment to a vendor or contractor.

In the event the Grantee has followed all the procedures set forth in the Section 5310/5311 State Management Plan and obtained all required approvals, the Department will revise the Approved Project Budget and send a copy of the revised budget to the Grantee. The Grantee will be only reimbursed after the Department has revised the Approved Project Budget, the Grantee has paid for the activity, and the Grantee has requisitioned the expenses as an Operating Capital item on the standard program requisition forms provided by the Department.

N. Fly America - Grantee will comply with 49 U.S.C. Section 40118, 4 CFR Part 52 and U.S. GAO Guidelines B-138942, 1981 U.S. Comptroller General LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

O. Relocation & Land Acquisition - Grantee agrees to comply with 42 U.S.C. Sections 4601 et seq., and 49 CFR Part 24 regarding relocation and real property acquisition.

P. Steel Products - Grantee shall comply with the applicable provisions of the Steel Products Act, 30 ILCS 565, when procuring such products for construction projects funded by state funds.

Q. National Intelligent Transportation Systems Architecture and Standards - To the extent applicable, the Grantee shall comply with the ITS Architecture and Standards as required by Section 5206(e) of TEA-21, 23 U.S.C. Section 502, and related federal directives.

ITEM 12 - ETHICS

A. Code of Conduct

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members or agents engaged in the award and administration of contracts supported by federal or state funds. Such code shall provide that no employee, officer, board member, or agent of the Grantee may participate in the selection, award, or administration of a contract supported by federal or state funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- (a) The employee, officer, board member, or agent;
- (b) Any member of his or her immediate family;
- (c) His or her partner; or
- (d) An organization that employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that the Grantee's employees, officers, board members or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. The Department may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest - The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

B. Interest of Members of or Delegates to Congress - No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Project or any benefit therefrom.

C. Bonus or Commission - The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Grant or Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The State shall have the right to annul this Agreement without liability, or at its discretion to deduct such commission or fee. No State officer or employee, or member of the State General Assembly or of any unit of local government who or which contributes to the Project Funds shall be allowed to share in any part of this Agreement or to any benefits arising therefrom.

D. False or Fraudulent Statements or Claims - The Grantee acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with this Project, the Government reserves the right to impose on the Grantee the penalties of 18 U.S.C. Section 1001, 49 U.S.C. Section 5307, 31 U.S.C. Section 3801, and 49 CFR Part 31, as the Government may deem appropriate. Grantee agrees to include this clause in all state and federal assisted contracts and subcontracts.

E. Lobbying - The Grantee agrees that it will not use federal assistance to support federal or state lobbying and will not use federal funds to support activities designed to influence the U.S. Congress or the state legislature. The Grantee certifies that it has complied with 31 U.S.C Section 1352, as amended by the Lobbying Disclosure Act of 1995 and 49 CFR Part 20. The Grantee has signed the attached Lobbying Certification (as part of Exhibit C) and will incorporate it in its applicable third party contracts and require a comparable certification from its contractors or subcontractors.

F. Debarment - The Grantee agrees to comply with the requirements of Executive Orders No. 12549 and 12689 "Debarment and Suspension," 31 U.S.C. Section 6101 note, and U.S. Department of Transportation regulations on Debarment. See 49 CFR Part 29. Grantee also agrees to obtain certifications on Debarment and Suspension from its third party contractors and subcontracts and otherwise comply with Government regulations. The Grantee has signed the attached Debarment certification (as part of Exhibit C).

G. Bribery - Non-governmental grantees and third party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the Grantee made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the such grantees or third party contractors committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of Grantee. Such grantees or third party contractors shall further certify that they have not been barred from contracting with a unit of the State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code .

ITEM 13 - ACCOUNTING, RECORDS, AND ACCESS

A. Project Accounts - The Grantee shall establish and maintain as a separate set of accounts, or as an integral but identifiable part of its current accounting scheme, accounts for the Project ("Project Accounts") in conformity with requirements established by the Department.

B. Funds Received or Made Available for the Project - The Grantee shall appropriately record in the Project Account, and deposit in a federally insured bank or trust company, all Grant payments received by it from the Department pursuant to this Contract and all other funds provided for, or otherwise received on account of the Project, which Department payments and other funds are herein collectively referred to as "Project Funds."

The Grantee shall require the depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, by the deposit or setting aside of collateral of the types and in the manner as described by State law for the security of public funds or as approved by FTA.

C. Eligible Costs - Expenditures made by the Grantee shall be reimbursable as eligible costs to the extent they meet all of the requirements set forth below. They must:

1. be made in conformance with Grantee's final, approved application and the Approved Project Budget and all other provisions of this Agreement;
2. be necessary in order to accomplish the Project;
3. be reasonable in amount for the goods or services purchased;

4. be actual net costs incurred by the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by or credited to the Grantee that have the effect of reducing the cost actually incurred) or be properly allocable to the Project in accordance with FTA Circular 5010.1C;
5. be in conformance with the standards for allowability of costs established by the Department;
6. be satisfactorily documented;
7. be incurred within the state fiscal year governed by this Agreement; and
8. be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department for the Grantee. Those principles include, but are not limited to, OMB Circulars A-87, A-21, A-122, and 48 CFR Part I, Section 31.2. The Grantee shall apply said accounting principles and procedures to its contracts and subcontracts paid, in whole or in part, with funds received pursuant to this Agreement.

However, in the event that it may be impractical to determine exact costs of indirect or service functions, eligible costs will include such allowances for these costs as may be approved by the Department.

D. Documentation of Project Costs - All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, in form and content satisfactory to the Department.

E. Checks, Orders, and Vouchers - Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose of which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other documents.

F. General Audit and Inspection - The Grantee shall permit, and shall require its Contractors to permit, the Department or any other State or Federal agency authorized to perform audits and inspections, to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records and accounts of the Grantee and its Contractors with regard to the Project. The Department may also require the Grantee to furnish at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles. The Grantee agrees to comply promptly with recommendations contained in the Department's final audit report.

G. Record Retention - The Grantee shall maintain (and shall cause its contractors and subcontractors to maintain), for a minimum of three (3) years after the completion of the Agreement (which shall occur after the completion of settlement of audit findings), all books, records, and supporting documents to verify the amounts, receipts, disbursements, names of recipients, and uses of all funds passing in conjunction with the Agreement; the Agreement and all books, records, and supporting documents related to the Agreement shall be available for review and audit by the Auditor General, the Department, or the Federal Transit Administration (hereinafter "Auditing Parties"); and the Grantee agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

H. Reporting - At a minimum, the Grantee agrees to provide those reports required by the Department or U.S. DOT's grant management rules or guidelines and any other reports the Government may require, from time to time.

- I. Unused Funds - The Grantee agrees that upon completion of the Project, and after payment or provision for payment or reimbursement of all eligible costs, the Grantee shall refund to the Department any unexpended balance of the Grant. Prior to close-out, however, the Department reserves the right to deobligate unspent funds.

ITEM 14 – RIGHT OF DEPARTMENT TO TERMINATE

Upon written notice to the Grantee, the Department reserves the right to suspend or terminate all or part of the financial assistance herein provided for (i) when the Grantee is, or has been in violation of the terms of this Agreement, (ii) for Department convenience, or (iii) when the Department determines, in its sole discretion, that the purpose of the Acts authorizing the Grant would not be adequately served by continuation of Government financial assistance to the Project. Termination of any part of the Grant will not invalidate obligations properly incurred by the Grantee and concurred in by the Department prior to the date of termination, to the extent they are non-cancelable. Neither the acceptance of a remittance by the Department of any or all Project Funds from the Grantee nor the closing out of Government financial participation in the Project shall constitute a waiver of any claim which the Government may otherwise have arising out of this Agreement.

Upon the occurrence of any condition or conditions listed in this ITEM for termination or suspension, the Parties agree that the Department, by written notice to the Grantee, may elect to withhold or delay payment as provided in the Approved Project Budget, or any portion thereof; or, if payment or payments have already been made pursuant hereto, to recall such payment or payments or any portion thereof. The Grantee agrees that upon receipt of such notice of recall, the Grantee shall immediately return such Grant payment or payments, or any portion thereof, which the Grantee has received pursuant hereto.

The foregoing remedies shall become available to the Department if the Grantee violates the terms of this Agreement and/or if one or more of the following occurs:

- A. There is any misrepresentation of a material nature in the Grantee's Application, or amendment thereof, or otherwise in respect to this Agreement or in any document or data furnished pursuant hereto, or in any other submission of the Grantee to the Department in connection with the Grant;
- B. There is pending litigation which, in the opinion of the Secretary of the Department, may jeopardize the Grant or the carrying out of this Agreement;
- C. There has been, in connection with the Grant, any violation of the state or federal regulations, ordinances or statutes applicable to the Grantee, its officers or employees which, in the opinion of the Department, affects this Agreement;
- D. Any contributions provided by the Department pursuant to this Agreement are used for an ineligible purpose;
- E. The Grantee is unable to substantiate the proper use of the Grant provided pursuant to this Agreement;
- F. The Grantee is in default under any of the provisions of this Agreement;
- G. There is a failure to make progress, which, in the judgment of the Department, significantly endangers substantial completion of performance of the Project within a reasonable time;
- H. The Grantee has failed to maintain the Project Facilities as required by this Agreement;
- I. The Department determines that the purpose of the Acts would not be adequately served by continuation of state or federal assistance to the Project; or
- J. The state Legislature fails to make sufficient appropriations for this Grant.

The Grantee shall include similar provisions for suspension or termination in its third party contracts. Such contracts shall also describe conditions under which the contract may be terminated for default and for circumstances beyond the control of the contractor or subcontractor.

ITEM 15 - PROJECT SETTLEMENT AND CLOSE-OUT

Upon receipt of notice of successful completion of the Project or upon termination by the Department, the Department shall perform a final audit of the Project to determine the allowability of costs incurred, and shall make final determination of amounts due to the Grantee under this Agreement. If the Department has made payment to the Grantee in excess of the final total amount determined by the audit to be due the Grantee, the Grantee shall promptly remit such excess to the Department. The Project close-out occurs when the Department notifies the Grantee that the Project is closed out and forwards the final Grant payment, as determined by final audit, to the Grantee, or when an appropriate refund of Government Grant funds, as determined by final audit, has been received from the Grantee and acknowledged by the Department. Close-out shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification or acknowledgment from the Department.

ITEM 16 - GRANTEE'S WARRANTIES

The Grantee represents that it has lawfully entered into this Agreement. The Grantee further agrees to initiate and consummate any and all actions that may later be necessary to make this a legal and binding obligation and agreement of the Grantee. The Grantee warrants that there is no provision of its charter or by-laws, or any rules, regulations, or legislation, which prohibits, voids, or otherwise renders unenforceable against the Grantee any provision or any clause of this Agreement or any law referred to in this Agreement. The Grantee warrants further (i) that it has paid all federal, state and local taxes levied or imposed and will continue to do so, excepting only those which may be contested in good faith, (ii) that the Grantee has or will obtain all licenses, permits or other authorizations required to meet the obligations assumed hereunder, and (iii) that the Grantee will comply with all lawful statutes, ordinances, rules, and regulations as may apply to the obligations assumed hereunder. The Grantee agrees that prior to Department execution of this Agreement, the Grantee will provide to the Department:

- A. An opinion of counsel, acceptable to the Department that the Grantee is an eligible participant in the Project, that the Grantee has complied fully with the pertinent requirements of state and federal law, its charter, bylaws and internal procedures in entering into this Agreement; that there is no pending litigation concerning the authority of the Grantee to enter into and carry out this Agreement, and that this Agreement is legally binding upon the Grantee;
- B. An executed copy of the "IDOT & FTA Assistance Programs Certifications and Assurances" which is incorporated herein by reference as Exhibit C (on file at the Department); and
- C. A certified copy of the resolution of the Grantee's governing board authorizing and approving execution of this Agreement which is incorporated herein by reference as Exhibit D (on file at the Department).
- D. An executed Section 5333b Special Warranty which is incorporated herein by reference as Exhibit E (on file at the Department).

ITEM 17 - COOPERATION IN CONNECTION WITH INSPECTION

In connection with any inspection on behalf of the Department under this Agreement the Grantee agrees to cooperate fully by making available to the Department reports of all prior inspections (including quality control and safety) and by performing such analyses and tests and furnishing of reports thereof as may be reasonably requested by the Department, and by allowing Department representatives to carry out any and all physical inspections of Project Facilities, examinations of the Project, and records thereof, as, from time to time, may be requested by the Department. All such inspections shall be performed with minimum disruption or interference with the service provided or supported by this Agreement. The results or conclusions of such inspections, tests, and reports shall not be construed as altering in any way the Grantee's responsibility to conform its work to this Agreement, to maintain and repair such Project Facilities, maintain its work schedule, and to meet any other obligation assumed by the Grantee thereunder.

ITEM 18 - INDEMNIFICATION AND INSURANCE

The Grantee agrees to save harmless and indemnify the Government, and its agents, officers and employees, from any and all losses, expenses, damages (including loss of use), suits, demands and claims and shall defend any suit or action, whether at law or in equity, brought based on any alleged injury (including death) or damage arising from the

actions or inactions of Grantee, and/or the Grantee's employees, officers, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the Government and its officers, employees and/or agents in connection therewith. This Agreement to hold the Government harmless shall not be applicable to the extent such loss or damage is attributable to the negligence of the Government.

The Grantee agrees that it will maintain or cause to be maintained, for the duration of the Project, such self-insurance or policies of insurance, as will protect the Grantee from any and all claims for damages to property or for bodily injury including death, which may arise from or in connection with the operations, actions or inactions by the Grantee or by anyone directly or indirectly employed by Grantee or associated with it in connection with the Project. The Grantee shall at all times during the Project maintain and furnish the Department with current certificate(s) evidencing all such required insurance coverage, with the Government named as an additional insured and protected party where appropriate.

ITEM 19 - NON-WAIVER

The Grantee agrees that in no event shall any action or inaction on behalf of or by the Department, including the making by the Department of any payment under this Agreement, constitute or be construed as a waiver by the Department of any breach by the Grantee of any terms of this Agreement or any default on the part of the Grantee which may then exist; and any action, including the making of a payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department in respect to such breach or default. The remedies available to the Department under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available thereunder or under general principles of law or equity.

ITEM 20 - INDEPENDENCE OF GRANTEE

In no event shall the Grantee or any of its employees, agents, contractors or subcontractors be considered agents or employees of the Government. Furthermore, the Grantee agrees that none of its employees, agents, contractors or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of the Government and will not by reason of any relationship with the Grant make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the Government including but not limited to, rights and privileges concerning workers compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

ITEM 21 - CIVIL RIGHTS

A. Federal Nondiscrimination - The Grantee agrees to comply with, and assure the compliance by its third party contractors and subcontractors under this Project, with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. Section 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12132; Federal Transit Law at 49 U.S.C. Section 5332, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act, " 49 CFR Part 21.

B. Federal Equal Employment Opportunity - The following requirements apply to the Project and the Grantee agrees to include these requirements in each contract and subcontract financed in whole or in part with Federal assistance provided by FTA:

1. General Requirements -- The Grantee agrees as follows:

a. Discrimination Prohibited - In accordance with 42 U.S.C. Section 2000e, 49 U.S.C. Section 5332, the Grantee agrees comply with any applicable Federal statutes, executive orders, regulations, and Federal policies including the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement E.O. No. 11246, "Equal Employment Opportunity," as amended by E.O. No. 11375, "Amending E.O. No. 11246 Relating to Equal Employment Opportunity") that may in the future affect construction activities undertaken in the course of this Project. The Grantee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to

race, color, creed, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Grantee agrees to comply with any implementing requirements FTA may issue.

b. EEO Program Incorporated by Reference - If the Grantee is required to submit and obtain approval of its EEO program, that EEO program approved by the Government is incorporated by reference and made part of this Agreement. Failure by the Grantee to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification of its failure to carry out the approved EEO program, the Government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect the Grantee's eligibility to obtain future financial assistance in transportation projects.

2. Age - In accordance with 29 U.S.C. Section 623 and 49 U.S.C. Section 5332, the Grantee agrees to refrain from discrimination against present and prospective employees for reasons of age. The Grantee further agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. Sections 6001 through 6107. In addition, the Grantee agrees to comply with any implementing regulations FTA may issue.

3. Disabilities - In accordance with 42 U.S.C. Section 12112, the Grantee agrees that it will comply with the requirements of 29 CFR Part 1630, pertaining to the employment of persons with disabilities. In addition, the Grantee agrees to comply with any implementing regulations FTA may issue.

4. Sex - In accordance with Title IX of the Educational Amendments of 1972, as amended, 20 U.S.C. Sections 1681, 1683, and 1685 through 1687, and U.S. DOT regulations, 49 CFR Part 25, the Grantee agrees to comply with prohibitions against discrimination on the basis of sex, and any federal regulations that may be promulgated.

5. In accordance with Executive Order No. 13166, the Grantee agrees to comply with the applicable provisions of said Executive Order improving access to services for persons with limited English proficiency, see 42 U.S.C. Section 2000d-1 and 66 Federal Register 6733.

C. Illinois Human Rights Act - The Grantee shall comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. It is understood that the term "contractor" shall also mean "Grantee." The Equal Employment Opportunity Clause reads as follows and shall apply to the Project:

In the event of the Grantee's non-compliance with any provisions of the Illinois Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights (hereinafter "Department" for this subsection only), the Grantee may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Grantee agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color,

religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the Grantee's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Grantee in its efforts to comply with such Act and Rules and Regulations, the Grantee will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

7. That it will include verbatim or by reference the provisions of this ITEM in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this agreement/contract, the Grantee will be liable for compliance with applicable provisions of this clause by such contractors and subcontractors; and further it will promptly notify the contracting agency and the Department in the event any contractor or subcontractor fails or refuses to comply therewith. In addition, the Grantee will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

D. Sexual Harassment - The Grantee will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

E. Disadvantaged Business Enterprise ("DBE") - The Department encourages all of its Grantees to make a good-faith effort to contract with "DBE's." All Grantees must report to the Department quarterly indicating any state-certified DBE contracting activity that has occurred. Grantees that have \$250,000 or more in their operating budgets that could be used for contracting opportunities, exclusive of funds for transit vehicle purchases (see 49 CFR Part 26.67 or \$100,000 in planning funds) agree to facilitate participation of Disadvantaged Business Enterprises (DBE) as follows:

1. The Grantee agrees to comply with current U.S. DOT regulations at 49 CFR Part 26, including any amendments thereto that may be issued during the term of this Agreement.

2. The Grantee agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract. The Grantee agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure that eligible DBE's have the maximum feasible opportunity to participate in U.S. DOT assisted contracts. The Grantee DBE program, if required by 49 CFR Part 26 and as approved by U.S. DOT is incorporated by reference in this Agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Grantee of its failure to carry out its approved program, U.S. DOT may impose sanctions as provided for under 49 CFR Part 26.

3. The Grantee agrees to include the following clauses in all agreements between the Grantee and its subcontractors and in all third party contracts funded in whole or in part with Government assistance:

a. "The Grantee or subcontractor, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this (contract or agreement). The (contractor or subcontractor) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S.DOT-assisted contracts. Failure by the (contractor, or subcontractor) to carry out these requirements is a material breach of the (contract or agreement), that may result in the termination of this (contract or agreement) or such other remedy as the Department deems appropriate."

b. "The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 60 days from the receipt of each payment the prime contractor receives from (the Grantee). The prime contractor agrees further to return retainage payments to each subcontractor within 60 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of (the Grantee). This clause applies to both DBE and non-DBE subcontractors."

F. Disabilities

1. Americans with Disability Act (ADA) - The Grantee shall comply with all applicable state and federal requirements under the ADA.

2. Access Requirements for Individuals with Disabilities - The Grantee agrees to comply with and assure that any third party contractor utilized for this Project complies with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Sections 12101 *et seq.*; 49 U.S.C. Section 5301(d); Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794, Section 5310 of the Federal Transit Act, as amended, 49 U.S.C. App. Section 1612; Architectural Barriers Act, as amended, 42 U.S.C. Sections 4151, *et seq.*; and the following regulations and any amendments thereto:

- a) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.
- b) DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- c) DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 192 and 49 CFR Part 38;
- d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19.
- g) U.S. EEOC regulations to implement the equal employment provisions of the ADA, 29 CFR Part 1630;
- h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;
- i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- j) Architectural and Transportation Barriers Compliance Board regulations, 36 CFR Part 1194;

k) Any implementing requirements FTA may issue.

3. Over-the-Road Accessibility Program – The Grantee agrees to comply with the requirements of Section 3038 of TEA-21, 49 U.S.C. Section 5310 note, with regard to any OTRB accessibility program grants, and the FTA notice in 66 Federal Register 8060 – 8068.

G. Confidentiality - Drug or Alcohol Abuse - The Grantee agrees to comply with the confidentiality and other Civil Rights provisions of the Drug Abuse Office and Treatment Act of 1972, Public Law 92-255, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, Pub. L. 91-616, December 31, 1970, and the Public Health Service Act of 1912, 42 U.S.C. Sections 290 dd-3 and 290 ee-3, including any amendments to the aforementioned Acts.

H. The Grantee shall encourage on-the-job seat belt use policies and programs for its employees in accordance with U.S. Executive Order No. 13043, April 16, 1997, 23 U.S.C. Section 402.

I. Transportation Infrastructure Finance and Innovation Act – The Grantee agrees to comply with the requirements of the Transportation Infrastructure Finance and Innovation Act (TIFA), with regard to any TIFA funds received by the Grantee.

The Grantee also agrees to include the requirements of this ITEM in each contract or subcontract for the Project financed in whole or in part with federal assistance.

ITEM 22 - SEVERABILITY

The Parties agree that if any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the purposes, terms and requirements of applicable law.

ITEM 23 - INTELLECTUAL PROPERTY

A. Patent Rights

1. If any invention, improvement, or discovery of the Grantee or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Grantee agrees to notify the Department and FTA immediately and provide a detailed report. The rights and responsibilities of the Grantee, third party contractors and the Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof.

2. The Grantee agrees to include this ITEM in its third party contracts for planning, research, studies, development, or demonstration under this Project.

B. Rights in Data and Copyrights

1. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.

2. The following restrictions apply to all subject data first produced in the performance of this Agreement:

a. Except for its own internal use, the Grantee may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Grantee authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institution.

b. As authorized by 49 CFR Part 18.34, the Government reserves a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state Government purposes:

(i) Any subject data developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and

(ii) Any rights of copyright to which a grantee, or a third party contractor purchases ownership with federal assistance.

3. When the Government provides assistance to a Grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA's and the Department's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or the Department determines otherwise, the Grantee of FTA assistance to support planning, research, or development, or a demonstration project financed under the Federal Transit Act, as amended, understands and agrees that, in addition to the rights set forth in subparagraph (B)(2) of this ITEM, the Government may make available to any FTA grantee, third party contractor, or third party subcontractor, either the Government's license in the copyright to the subject data derived under this Agreement or a copy of the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become data as defined in subparagraph (B)(1) of this ITEM and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Grantee's use, which costs are financed with Government assistance for capital transportation projects (Sections 3, 9, 16, 18, or 25 of the Federal Transit Act, as amended, or Title 23 capital funds).

4. Unless prohibited by state law, the Grantee agrees to indemnify, save and hold harmless the Department and FTA, their officers, agents, and employees, acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. However, the Grantee shall not be required to indemnify the Department and FTA for any such liability arising out of the wrongful acts of employees or agents of the Department and FTA.

5. Nothing contained in this section on rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Department and FTA under any patent.

6. The requirements of subparagraphs (B)(2),(3), and (4) of this ITEM do not apply to material furnished to the Grantee by the Government and incorporated in the work carried out under the Agreement; provided that such incorporated material is identified by the Grantee at the time of delivery of such work.

7. Unless FTA determines otherwise, the Grantee agrees to include the requirements of subparagraphs (B)(1) through (B)(6) of this ITEM in

8. The Grantee understands and agrees that data and information submitted to the Government may be required to be made available under the Freedom of Information Act or other federal statutes in accordance with 49 CFR Part 19.36, as revised.

C. Export Control – The Grantee agrees that it will not export any technical information to any countries or foreign persons without first obtaining the necessary licenses as required by export control regulations.

ITEM 24 - SCHOOL BUS AND CHARTER SERVICES OPERATIONS

A. School Bus Operations - Pursuant to 20 ILCS 2705/49.19 (6), 69 U.S.C. Section 5323(f), and 49 CFR Part 605, and as a condition of receiving grant monies from the Department, the Grantee agrees not to engage in, and certifies by signing this Agreement that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards. If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served thereby and operates a separate and exclusive school bus program for the school system. The Grantee further agrees and certifies that it shall immediately notify the Department in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19 (6) after the date of this certification and this Agreement.

B. Charter Bus Operations - Neither the Grantee nor any transit operator performing work in connection with this Project shall engage in charter service operations, except as permitted by 49 U.S.C. Section 5323(d) and FTA regulations "Charter Service," 49 CFR Part 604. Any charter service agreement entered into under these regulations is incorporated into this Agreement by reference. The Grantee has signed the attached charter service certification.

The Grantee agrees not to engage in either school bus or charter operations, and has further signed the certification attached hereto as part of Exhibit "C".

ITEM 25 – LABOR PROVISIONS

A. Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5, the following provisions shall be incorporated in all non-construction contracts of \$2,500 let by the Grantee in carrying out the Project:

1. Contract Work Hours and Safety Standards - The requirements of the clauses contained in 29 CFR Part 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Part 5.1. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of five years from the completion of the contracts for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deduction made, and actual wages paid. The records to be maintained under this clause shall be made available by the Grantee or Contractor for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration, U.S. Department of Transportation, or the Department of Labor, and the Grantee or Contractor will permit such representatives to interview employees during working hours on the job.

2. Nonconstruction Subcontracts - The Grantee or Contractor shall insert in any subcontract the clauses set forth in 29 CFR Part 5.5(b), and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR Part 5.5(b) involving overtime pay, unpaid wages and withholding for unpaid wages.

B. State and Local Government Employees - The provisions of the Fair Labor Standards Act, as amended, apply to State and local government employees participating in the FTA assisted project with the Grantee.

C. General Labor Provisions - The Grantee agrees to comply with all applicable state and federal labor laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees.

ITEM 26 – SUBSTANCE AND ALCOHOL ABUSE /DRUG FREE WORKPLACE

The Grantee agrees to comply with the Illinois (30 ILCS 580/1 *et seq.*) and U.S. DOT Drug Free Workplace Acts, and U.S. DOT regulations, "Drug Free Workplace Requirements (Grants)," 49 CFR Part 29 Subpart F, and other U.S. DOT and FTA regulations and guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated, and the Grantee has signed the Drug Free Workplace Certification attached to this Agreement (as part of Exhibit C).

If applicable, the Grantee also agrees to comply with all aspects of the anti-drug and alcohol program outlined in the "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" regulation (49 CFR Part 655), the "Procedures for Transportation Workplace Drug and Alcohol Testing Program, as revised December 19, 2000" regulation (49 CFR Part 40), and to require contractors and subcontractors, when applicable under 49 U.S.C. Section 5331 and 49 CFR Parts 655 and 40, to do the same.

ITEM 27 – ENVIRONMENTAL REQUIREMENTS

The Grantee recognizes that many federal and state statutes imposing environmental, resource conservation, and energy requirements may apply to the Project.

Accordingly, the Grantee agrees to adhere to, and agrees to impose on its contractors and subcontractors, any such federal and state requirements, as the Government may now or in the future promulgate. The Grantee expressly understands that the following list may not set forth all federal environmental requirements applicable to Grantee and the Project, however the Grantee agrees, minimally, as follows:

A. Environmental Protection - To the extent applicable, the Grantee agrees to comply with the requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. Sections 4321 *et seq.*; Section 1610 of the Federal Transit Act, as amended, 49 U.S.C. App. Section 1610; the Council on Environmental Quality regulations, 40 CFR Parts 1500 *et seq.*; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," at 23 CFR Part 771.

B. Air Quality - The Grantee agrees to comply with applicable requirements of Environmental Protection Agency (EPA) regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93. To support the requisite air quality conformity finding for the project, the Grantee agrees to implement each air quality mitigation and control measure incorporated in the Project. The Grantee agrees that any project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design concept and scope of the Project set forth in the SIP.

EPA also imposes requirements pertaining to the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Thus, the Grantee should be aware that the following EPA regulations, among others, may apply to its Project: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

The Grantee also agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738 and 42 U.S.C. Section 7606, and Grantee agrees to protect underground sources of drinking water, as provided in the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. Sections 300h, *et seq.*

C. Use of Public Lands – To the extent applicable, no publicly owned land from a park, recreation area, or wildlife or water fowl refuge of national, state, or local significance as determined by the federal, state, or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used for the Project unless specific findings required by 49 U.S.C. Section 303 are made by the U.S. DOT.

D. Wild and Scenic Rivers - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the Wild and Scenic Rivers Act of 1968, as amended, 15 U.S.C. Sections 1271 *et seq.*, relating to protecting components of the national wild and Scenic rivers system.

- E. Coastal Zone Management - To the extent applicable, the Grantee agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. Sections 1451 *et seq.*
- F. Wetlands - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands", 42 U.S.C. Section 4321 note.
- G. Floodplains - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management", 42 U.S.C. Section 4321 note.
- H. Endangered Species - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for endangered species in accordance with the Endangered Species Act of 1973, as amended, 16 U.S.C. Sections 1531 *et seq.*
- I. Historic Preservation - To the extent applicable, the Grantee agrees to assist the Government to comply with Section 106 of the National Historic Preservation Act, 16 U.S.C. Section 470f, Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment", 16 U.S.C. Section 470 note; and the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. Sections 469a-1, *et seq.*, involving historic and archaeological preservation.
- J. Mitigation of Adverse Environmental Effects - Should the proposed Project cause adverse environmental effects, the Grantee agrees to take all reasonable steps to minimize such effects pursuant to 49 U.S.C. App. Section 1610, all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622.
- K. Energy Conservation - To the extent applicable, the Grantee and its third-party contractors shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 *et seq.*
- L. Clean Water - To the extent applicable, the Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to 33 U.S.C. Section 1251 *et seq.*, and agrees to report and require each contractor or sub-grantee at any tier to report any violation of these requirements resulting from any Project implementation activity of a contractor (at any tier), sub-grantee (at any tier), or itself to the FTA and the Department, and the appropriate U.S. EPA Regional Office.
- M. Environmental Justice - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations", 42 U.S.C. Section 4321 note.
- N. Clean Fuels - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the requirements of 49 CFR Part 5308.

ITEM 28 - PRIVACY

Should the Grantee, or any of its third party contractors, or their employees, administer any system of records on behalf of the Federal or State Government, the Privacy Act of 1974 (The Act), 5 U.S.C. Section 552a and 49 CFR Part 29 Subpart F, imposes information restrictions on the party managing the system of records, and the Grantee and its third party contractors shall protect said information in accordance with the requirements of these Acts.

ITEM 29 - ASSIGNMENT

The Grantee agrees that this Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Department, which consent may be withheld.

The Grantee also agrees that no contract for construction work or professional or consulting services of any kind in connection with the Project shall be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Department, which consent may be withheld.

ITEM 30 - AMENDMENT

The Parties agree that no amendment to this Agreement, or any Exhibits or Attachments hereto, shall be of any force or effect unless the amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement.

ITEM 31 - TITLES

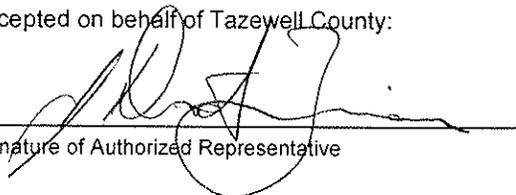
The Parties agree that the titles of the items of this Agreement, herein above set forth, are inserted for convenience of identification only and shall not be considered for any other purpose.

ITEM 32 - TAXPAYER IDENTIFICATION NUMBER

For non-governmental grantees required to submit its taxpayer identification number, under penalties of perjury, the Grantee certifies that 376002170 is the correct Federal Taxpayer Identification Number. The entity is doing business as a governmental entity.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this 24th day of September, 2009 by their duly authorized officials. This Agreement shall remain in effect until the 30th day of June, 2010.

Accepted on behalf of Tazewell County:



Signature of Authorized Representative

J David Zimmerman

Type or Print Name of Authorized Representative

9-16-09

Date

Chairman, Tazewell County Board

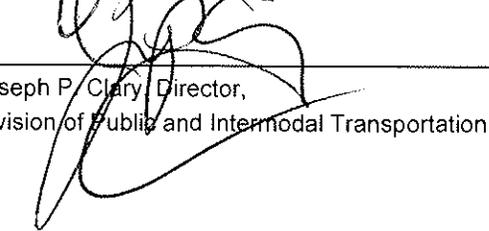
Type or Print Title of Authorized Representative

Accepted on behalf of the State of Illinois, Department of Transportation:



Gary Hannig, Secretary of Transportation

Date

By: 

Joseph P. Clary, Director,
Division of Public and Intermodal Transportation

9-24-09

Date

APPROVED PROJECT BUDGET

Grantee: Tazewell County
 Contract No.: 3859
 Federal Grant No.: IL-18-X026
 State Grant No.: RPT-10-022
 Effective Date:

SYSTEM EXPENSES

(A) Nonurbanized General Public Transportation	
Operations and Administration	\$ 839,120
Operating Capital, Equipment and Real Property	\$ 0
(B) Nonurbanized General Public Intercity Bus Operating Assistance	<u>\$ 0</u>
TOTAL EXPENSES	<u>\$ 839,120</u>

SYSTEM REVENUES

(C) Farebox and Other Program Income	\$ 25,000
(D) Local Match	\$ 92,399
(E) State Operating Assistance	\$ 461,800
(F) Section 5311 Public Transportation Operating Assistance	\$ 259,921
(G) Section 5311(f) Intercity Bus Operating Assistance	<u>\$ 0</u>
TOTAL REVENUE	<u>\$ 839,120</u>

PROJECT FINANCING

Project Income	\$ 25,000
Local Share	\$ 92,399
State Share	\$ 461,800
Federal Share	\$ 259,921

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:

Sincerely C. Hob

Jim Sims

Jan Donahue

Russ Langford

Henry Van Buren

Carroll Jones

W. Mc...

[Signature]

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the re-titling of the Emergency Services Disaster Agency; and

WHEREAS, the department has recently been restructured; and

WHEREAS, many comprehensive emergency management departments are recognized as emergency management agencies; and

WHEREAS, the Emergency Management Agency title better reflects the mission and scope of work conducted and better aligns the agency with more comprehensive all-hazards approach of emergency planning, response and recovery.

THEREFORE BE IT RESOLVED by the County Board to approve the name change.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of Emergency Management and Preparedness of this action.

PASSED THIS 26TH DAY OF AUGUST 2009.

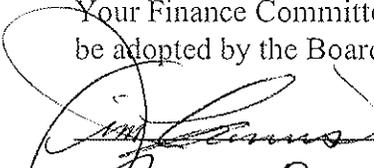
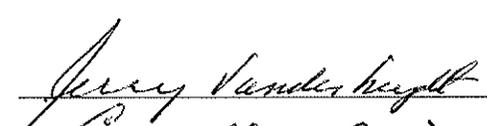
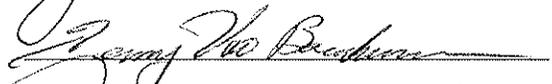
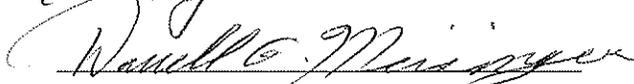
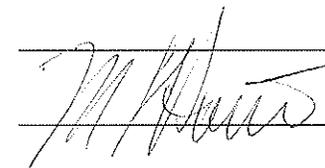
ATTEST:

Christa A. Webb
 County Clerk

[Signature]
 County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

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

Transfer \$4,000.00 from the Attorney Fees Line Item (100-800-533-120) to Witness Fees Line Item (100-800-533-170).

WHEREAS, the transfer of funds is needed due to unforeseen expenses.

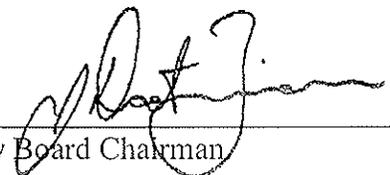
THEREFORE BE IT RESOLVED that the County Board approve the transfer of funds.

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

PASSED THIS 26TH DAY OF AUGUST, 2009

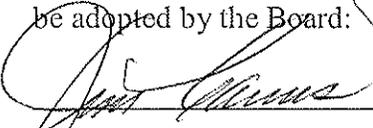
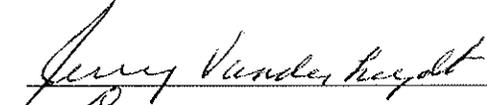
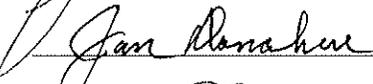
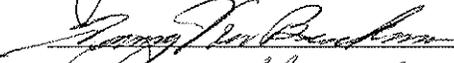
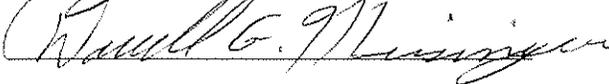
ATTEST:


County Clerk


County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize Budget Line Transfers for the Justice Center:

Transfer \$1,200.00 from Cleaning Service Supplies Line Item (100-182-522-080) to Garbage Collection line item (100-182-533-660).

Transfer \$109.00 from Medical Supplies Line Item (100-182-522-050) to Window Maintenance (100-182-533-723)

WHEREAS, the transfer of funds are due to an increase in costs and discontinuation of medical supply services.

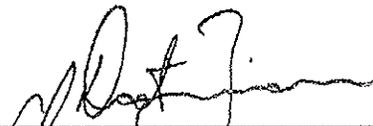
THEREFORE BE IT RESOLVED that the County Board approve the transfer of funds.

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

PASSED THIS 26TH DAY OF AUGUST 2009.

ATTEST:


County Clerk


County Board Chairman

COMMITTEE REPORT

HR-09-25

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:

_____	_____
_____	_____
<i>Carroll J. King</i>	<i>Jerry Vander Kooft</i>
_____	_____
<i>[Signature]</i>	<i>[Signature]</i>
_____	_____
<i>[Signature]</i>	

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve a replacement hire for an Administrative Assistant in the Legal & Financial Services Department; and

WHEREAS, the Administrative Assistant Position is a Grade 10 with a hiring range of \$10.622 - \$11.035 per hour.

THEREFORE BE IT RESOLVED by the County Board that the Legal & Financial Services Department be authorized to hire an Administrative Assistant.

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

PASSED THIS 26TH DAY OF AUGUST, 2009.

ATTEST:

Christie A. Webb
County Clerk

[Signature]
County Board Chairman

COMMITTEE REPORT

HR-09-26

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:

_____	_____
_____	_____
<i>Carroll Dwyer</i>	<i>Jerry Vander Kooft</i>
_____	_____
<i>[Signature]</i>	<i>[Signature]</i>
_____	_____
<i>[Signature]</i>	

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve a replacement hire for a Jail Clerk in the Sheriff's Department; and

WHEREAS, the Jail Clerk position is a Grade 11 with a salary range of \$10.079 per hour.

THEREFORE BE IT RESOLVED by the County Board that the Sheriff be authorized to hire a Jail Clerk.

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

PASSED THIS 26TH DAY OF AUGUST 2009.

ATTEST:

Christie A. Webb

County Clerk

[Signature]

County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

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

_____	<u>Jeremy Vanderheydt</u>
_____	_____
<u>Carroll Jones</u>	_____
_____	_____
<u>Raymond S. Brubaker</u>	<u>M. Hutto</u>
_____	_____

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board a 0% pay increase to the pay plan for non union employees, the elimination of the 30-step pay plan and adoption of a new plan; and

WHEREAS, the eligible employees hired on or before June 1, 2009 will be provided a merit increase, if eligible, in accordance with the Board's policy regarding performance evaluations; and

WHEREAS, the increase is contingent on the availability of funds for the FY 2010 budget.

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

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

PASSED THIS 26TH DAY OF AUGUST 2009.

ATTEST:

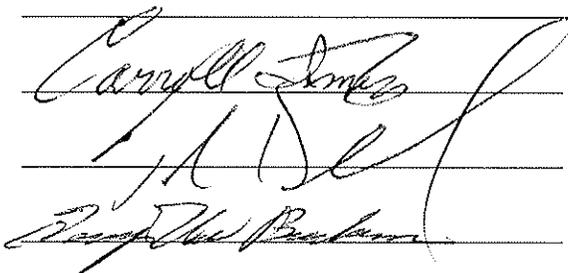
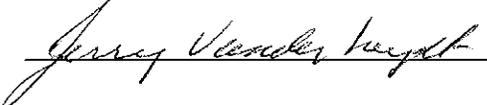
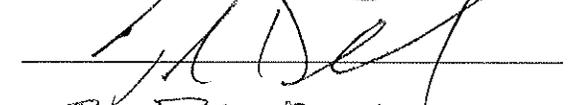
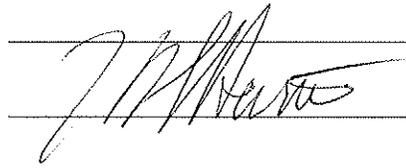
Christie A. Webb
County Clerk

[Signature]
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 one (1) year extension of the collective bargaining agreement between Tazewell County and the Teamsters, Chauffeurs, and Helpers Union Local No. 627, representing Highway Department Maintenance Workers; and

WHEREAS, the extension includes a new wage schedule and a change to Article XVII, Section 1, Insurance Contributions.

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

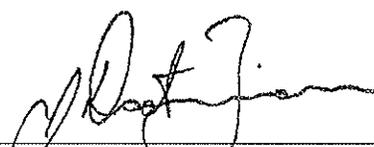
BE IF FURTHER RESOLVED that the Board Chairman is authorized to sign the extension in the form of the attached Memorandum of Understanding.

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

PASSED THIS 26TH DAY OF AUGUST 2009.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

**Memorandum of Understanding
between Tazewell County, Illinois and
Teamsters, Chauffeurs, and Helpers Local No. 627**

This Memorandum of Understanding (MOU) is made and entered into on July 29, 2009 by and between Tazewell County, Illinois and the Teamsters, Chauffeurs, and Helpers Union Local No. 627, representing the County's Highway Department Maintenance Workers.

Section 1: Both parties wish to extend the existing collective bargaining agreement between said parties, fully executed by both parties, by one year, commencing December 1, 2009 and expiring November 30, 2010.

Section 2: The parties agree that the entire collective bargaining agreement shall remain in effect as written, with the following exceptions:

a) Wage Schedule A (Article XIX, Section 1): Hourly Rate

Class 12/01/09

Mechanic \$23.25 (increased from \$22.65)

Maintenance \$21.75 (increased from \$21.15)

b) Insurance Contributions (Article XVII, Section 1)

The employer agrees to pay to Central States Southeast and Southwest Areas Health and Welfare Fund effective **November 29, 2009**, the sum of **\$196.00** per participant per week, **including County and employee contributions. Effective November 29, 2009, each employee participating in the plan shall contribute \$49.00 per week through payroll deduction.** Any decrease in the cost of the insurance plan in effect shall be split equally between the parties.

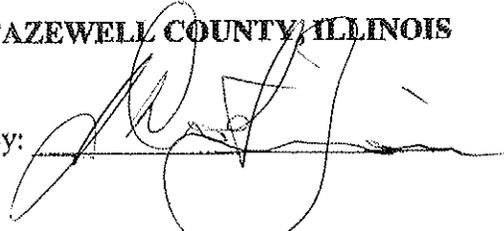
All other wording in Article XVII, Section 1 shall remain.

Section 3: It is agreed to by the parties that all words, terms and agreements contained in the collective bargaining agreement between the parties for the period of December 1, 2005 through November 30, 2009 and not specifically addressed in this memorandum of understanding shall remain in force for the term of the extension.

Section 4: This agreement's effective date is December 1, 2009.

TAZEWELL COUNTY, ILLINOIS

By: _____

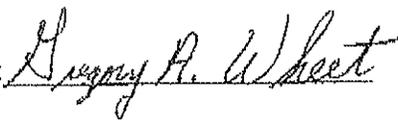


Its County Board Chairman

Date: 8-26-09

Teamsters Local 627

By: _____

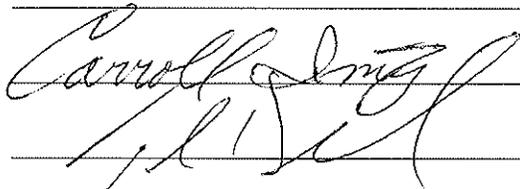
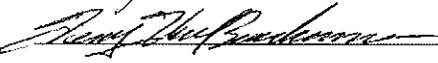
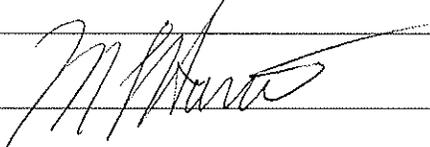


Its: Business Agent

Date: 7-29-09

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:

<hr/>	<hr/>
	
	
<hr/>	<hr/>

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to increase the salary of the Board of Review positions; and

WHEREAS, the County's Human Resources Committee recommends to the County Board a 2% salary increase to \$26,196 from \$25,682; and

WHEREAS, the increase is contingent on the availability of funds for the FY 2010 budget.

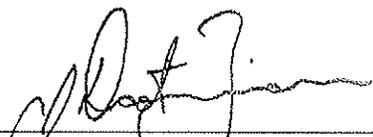
THEREFORE BE IT RESOLVED that the County Board approves this recommendation.

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

PASSED THIS 26TH DAY OF AUGUST 2009.

ATTEST:


County Clerk


County Board Chairman

REAPPOINTMENT

E-09-74

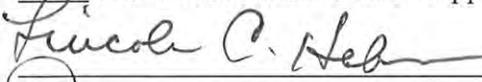
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

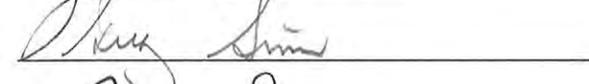
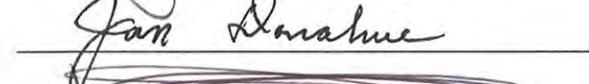
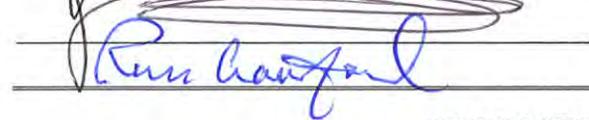
Marvin Frank who resides at 17629 Lake Knolls Road, Pekin, IL 61554 to the Union Drainage District #1 for a term commencing September 1, 2009 and expiring August 31, 2012.

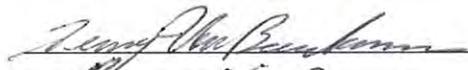
COMMITTEE REPORT

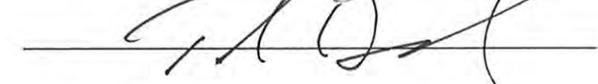
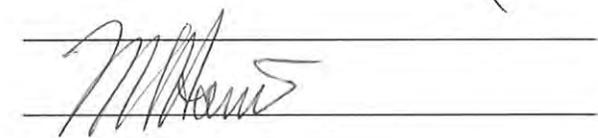
TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Marvin Frank to the Union Drainage District No. 1 and we recommend said reappointment be approved.





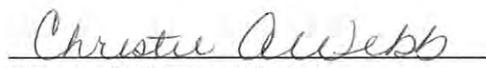
RESOLUTION OF APPROVAL

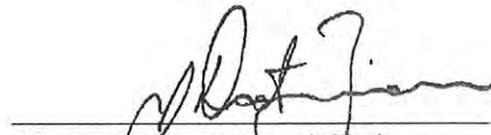
The Tazewell County Board hereby approves the reappointment of Marvin Frank to the Union Drainage District No. 1.

The County Clerk shall notify the County Board Office (2-copies) and the County Board Office will notify W. Thad Kuhfuss, Atty. of this action.

PASSED THIS 26th DAY OF August, 2009.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

REAPPOINTMENT

E-09-75

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

Steve Thomas who resides at 6336 Sky Ranch Road, Manito, IL 61546 to the Spring Lake Drainage and Levee District for a term commencing August 31, 2009 and expiring August 31, 2012.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Steve Thomas to the Spring Lake Drainage and Levee District and we recommend said reappointment be approved.

Linda C. Hob
Jim Lyons
Lee Smith
Jan Donahue
Paul Crawford

Carol Spring
Mark J. McGrath
Mark J. McGrath

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Steve Thomas to the Spring Lake Drainage and Levee District.

The County Clerk shall notify the County Board Office (2-copies) and the County Board Office will notify Mark J. McGrath, P.C., PO Box 139, Mackinaw, IL 61755 of this action.

PASSED THIS 26th DAY OF August, 2009.

ATTEST:

Christie Allessi
Tazewell County Clerk

David Zimmerman
Tazewell County Board Chairman

REAPPOINTMENT

E-09-76

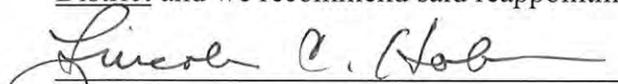
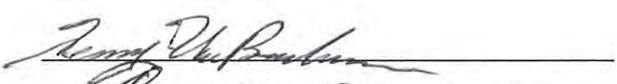
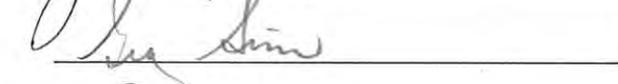
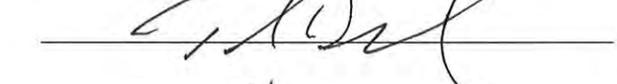
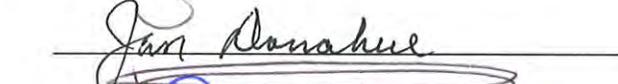
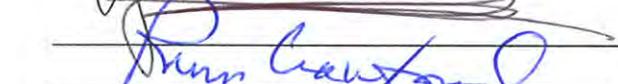
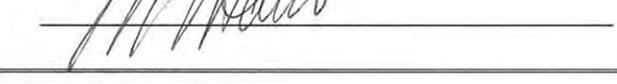
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

Duane Haning who resides at 34738 Illinois Route 122, Minier, IL 61759 to the West Fork Drainage District for a term commencing September 1, 2009 and expiring August 31, 2012.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Duane Haning to the West Fork Drainage District and we recommend said reappointment be approved.

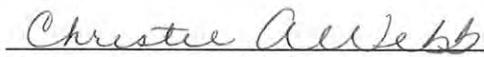
RESOLUTION OF APPROVAL

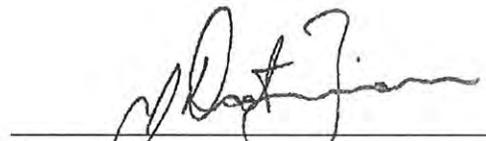
The Tazewell County Board hereby approves the reappointment of Duane Haning to the West Fork Drainage District.

The County Clerk shall notify the County Board Office (2-copies) and the County Board Office will notify W. Thad Kuhfuss, Atty., 342 Elizabeth St., Pekin, IL 61554 of this action.

PASSED THIS 26th DAY OF August, 2009.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

REAPPOINTMENT

E-09-77

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

Joshua Charlton who resides at 23340 CR 2900 E, Manito, IL 61546 to the Cincinnati Drainage and Levee District for a term commencing August 31, 2009 and expiring August 31, 2012.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Joshua Charlton to the Cincinnati Drainage and Levee District and we recommend said reappointment be approved.

Lincoln C. Hob
Jeff Lewis
Jim Smith
Jan Donahue
Chris Canyon

Carroll Sprig
[Signature]
[Signature]

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Joshua Charlton to the Cincinnati Drainage and Levee District.

The County Clerk shall notify the County Board Office (2-copies) and the County Board Office will notify Lou Miller, Bagley & Miller, PO Box 669, Pekin, IL 61554 of this action.

PASSED THIS 26th DAY OF August, 2009.

ATTEST:

Christie A. Webb
Tazewell County Clerk

[Signature]
Tazewell County Board Chairman

REAPPOINTMENT

E-09-78

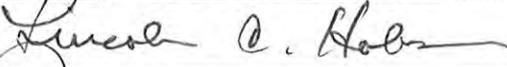
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

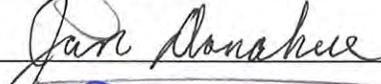
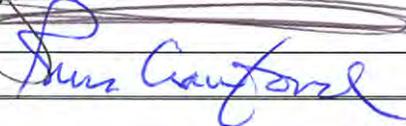
Kenneth Becker who resides at 8479 Townline Road, Manito, IL 61546 to the Mackinaw River Drainage and Levee District No. 1 for a term commencing August 31, 2009 and expiring August 31, 2012.

COMMITTEE REPORT

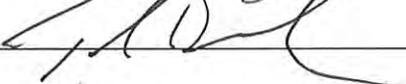
TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Kenneth Becker to the Mackinaw River Drainage and Levee District No. 1 and we recommend said reappointment be approved.








RESOLUTION OF APPROVAL

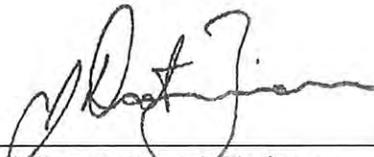
The Tazewell County Board hereby approves the reappointment of Kenneth Becker to the Mackinaw River Drainage and Levee District No. 1.

The County Clerk shall notify the County Board Office (2-copies) and the County Board Office will notify Lou Miller, Bagley & Miller, PO Box 669, Pekin, IL 61554 of this action.

PASSED THIS 26th DAY OF August, 2009.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

APPOINTMENT

E-09-79

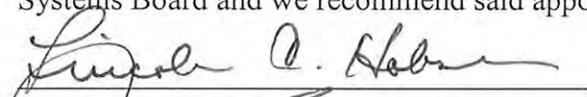
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint

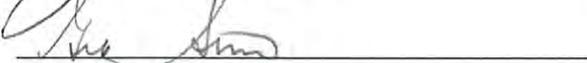
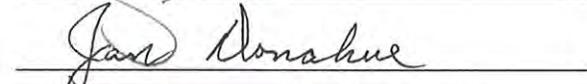
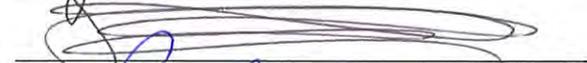
Greg Nelson who resides at 1208 Veerman St Pekin, IL 61554-2444 to the Emergency Telephone Systems Board for a term commencing August 27, 2009 and expiring November 30, 2010.

COMMITTEE REPORT

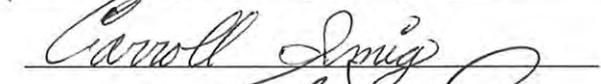
TO: Tazewell County Board
FROM: Executive Committee

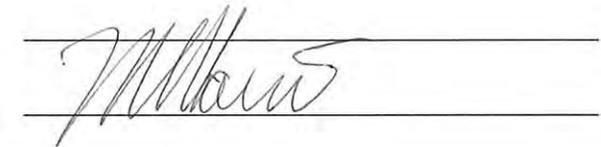
This Committee has reviewed the appointment of Greg Nelson to the Emergency Telephone Systems Board and we recommend said appointment be approved.









RESOLUTION OF APPROVAL

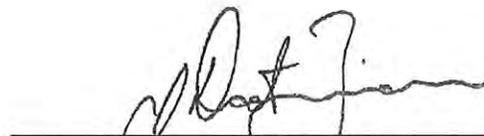
The Tazewell County Board hereby approves the appointment of Greg Nelson to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office (2 – Copies) and the County Board Office will notify Steve Thompson of this action.

PASSED THIS 26th DAY OF August 2009.

ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

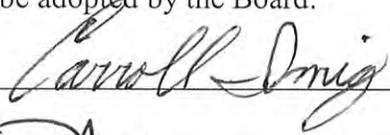
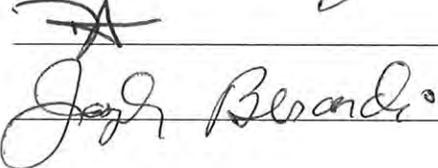
COMMITTEE REPORT

P-09-17c

Mr. Chairman and Members of the Tazewell County Board:

Motion by Member B.Grimm second by Member Neuhauser to approve Res#5. Carried by Voice Vote but Vanderheydt, Sundell, Hillegonds, Meisinger, VonBoeckman, and Ackerman.

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 approve a 30-month cleaning contract with ~~Clemens~~ **TCRC** for the McKenzie Building; and

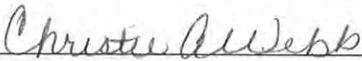
WHEREAS, the contract is in effect October 3, 2009 through April 2, 2012 with a one (1) year extension option at an annual cost of ~~\$18,000.00~~ **20,601.12**; and

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

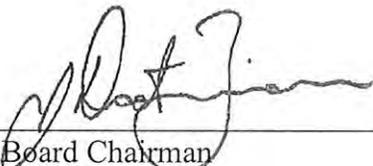
BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Superintendent of Building and Grounds and the Auditor of this action.

PASSED THIS 26TH DAY OF AUGUST, 2009

ATTEST:



County Clerk



County Board Chairman

Motion by Member Neuhauser, second by Member Carius to amend Resolution #5. To award award TCRC the contract with Tazewell County in the amount of \$20,601.12.

5

AGREEMENT FOR COUNTY OF TAZEWELL

THIS AGREEMENT entered into by and between the County of Tazewell, Illinois, a body politic and corporate, hereinafter referred to as "Owner," and Tazewell County Resource Center (TCRC), hereinafter referred to as "Contractor," effective the fourth day of October, 2009.

WHEREAS, previous heretofore bids were let and received for the performance and completion of custodial services for the McKenzie Building; and

WHEREAS, the bid of twenty thousand six hundred one dollars and twelve cents annually (\$20,601.12) by Tazewell County Resource Center (TCRC) was received and approved, subject to the execution of this Agreement by the parties hereto.

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

1. The contract documents consist of this Agreement, contract drawings, specifications, and all addenda issued prior to the execution of this Agreement and all modifications issued subsequent thereto. These form the contract and are fully a part of this contract as if attached to this agreement or repeated herein. Additionally, and specifically, there is made a part of this Agreement the Project Manual 2009-P-03, all specifications contained therein, as well as all drawings contained or referred to in the above referenced manual, and all addenda and other documents incorporated in the above referenced contract documents.

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

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

and the Sheriff of any additions or deletions to such list.

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

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

4. The consideration, herein called the "Contract Price" to be paid by the Owner and accepted by the Contractor for the performance of the work contemplated herein is the annual sum of twenty thousand six hundred one dollars and twelve cents (\$20,601.12) to be paid in twelve equal monthly payments over the course of each contract year. Prior to payment, contractor shall present, by the first day of each month, an invoice to the Tazewell County Auditor, such payment will be made through the normal County billing cycle.

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

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

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

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

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

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

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

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

adopted edition of applicable codes and regulations.

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

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

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

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

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

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

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

20. After the probationary period, this agreement may be terminated upon sixty days written notice to the other party at such party's business address. Notice shall be deemed given on the date that such notice is placed in the United States mail.

21. TERM. The term of this Agreement shall be 30 (thirty) months at the same rate of compensation with Owner holding a 12 (twelve)-month option at the same rate of compensation, unless terminated as provided in paragraph 20.

22. Probationary Term. Contractor agrees that this contract is contingent upon the Property Committee finding that the contractor has satisfactorily performed such services during the initial 90-day period. If in the sole determination of the Property Committee, the Committee finds that contractor's performance is not satisfactory, the Committee may reject this bid and make further recommendation to the Board by either recommending the best remaining qualified bid be accepted or recommending that new bids be solicited. During the probationary period Owner may terminate the agreement at any time upon written notice to Contractor.

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

COMMITTEE REPORT

P-09-17d

Mr. Chairman and Members of the Tazewell County Board:

Motion by Member Harris second by Member Donahue to approve Res #6. Carried by Voice Vote but Member Carius, Vanderheydt, Sundell, Meisinger, Antonini, Hahn.

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

Carroll Smith

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve a 30-month cleaning contract with Tazewell County Resource Center (TCRC) for the VAC / ESDA Building; and

WHEREAS, the contract is in effect October 3, 2009 through April 2, 2012 with a one (1) year extension option at an annual cost of \$4,320.00; and

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

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

PASSED THIS 26TH DAY OF AUGUST, 2009

ATTEST:

Charlene A. Webb

 County Clerk

Bob J...

 County Board Chairman

AGREEMENT FOR COUNTY OF TAZEWELL

THIS AGREEMENT entered into by and between the County of Tazewell, Illinois, a body politic and corporate, hereinafter referred to as "Owner," and Tazewell County Resource Center, hereinafter referred to as "Contractor," effective the fourth day of October, 2009.

WHEREAS, previous heretofore bids were let and received for the performance and completion of custodial services for the VAC/Emergency Management Building in Tremont; and

WHEREAS, the bid of four thousand three hundred and twenty dollars annually (\$4,320.00) by Tazewell County Resource Center was received and approved, subject to the execution of this Agreement by the parties hereto.

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

1. The contract documents consist of this Agreement, contract drawings, specifications, and all addenda issued prior to the execution of this Agreement and all modifications issued subsequent thereto. These form the contract and are fully a part of this contract as if attached to this agreement or repeated herein. Additionally, and specifically, there is made a part of this Agreement the Project Manual 2009-P-03, all specifications contained therein, as well as all drawings contained or referred to in the above referenced manual, and all addenda and other documents incorporated in the above referenced contract documents.

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

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

and the Sheriff of any additions or deletions to such list.

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

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

4. The consideration, herein called the "Contract Price" to be paid by the Owner and accepted by the Contractor for the performance of the work contemplated herein is the annual sum of four thousand three hundred and twenty dollars (\$4,320.00) to be paid in twelve equal monthly payments over the course of each contract year. Prior to payment, contractor shall present, by the first day of each month, an invoice to the Tazewell County Auditor, such payment will be made through the normal County billing cycle.

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

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

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

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

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

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

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

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

adopted edition of applicable codes and regulations.

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

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

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

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

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

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

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

20. After the probationary period, this agreement may be terminated upon sixty days written notice to the other party at such party's business address. Notice shall be deemed given on the date that such notice is placed in the United States mail.

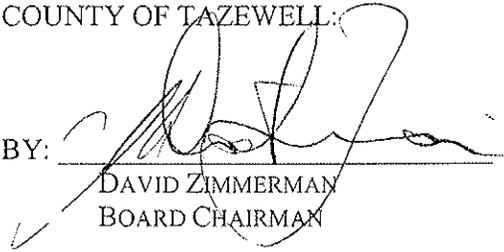
21. TERM. The term of this Agreement shall be 30 (thirty) months at the same rate of compensation with Owner holding a 12 (twelve)-month option at the same rate of compensation, unless terminated as provided in paragraph 20.

22. Probationary Term. Contractor agrees that this contract is contingent upon the Property Committee finding that the contractor has satisfactorily performed such services during the initial 90-day period. If in the sole determination of the Property Committee, the Committee finds that contractor's performance is not satisfactory, the Committee may reject this bid and make further recommendation to the Board by either recommending the best remaining qualified bid be accepted or recommending that new bids be solicited. During the probationary period Owner may terminate the agreement at any time upon written notice to Contractor.

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

COUNTY OF TAZEWELL:

BY:



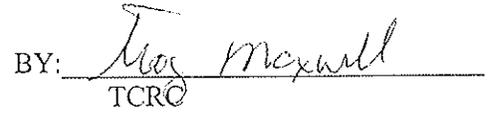
DAVID ZIMMERMAN
BOARD CHAIRMAN

Dated:

8/26/09

Contractor:

BY:

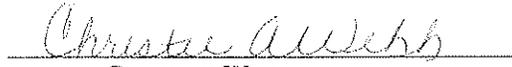


TROY MAXWELL
TCRC

Dated:

8-28-09

ATTEST:



CHRISTIE WEBB
COUNTY CLERK

Dated:

8/26/09

COMMITTEE REPORT

P-09-17f

Mr. Chairman and Members of the Tazewell County Board:

Motion by Member Sinn second by Member Palmer to approve Res #7. Carried by Voice Vote but Member Vanderheydt, Palmer, Sundell, Meisinger, VonBoeckman, Ackerman

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

Carroll Smith

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to approve a 30-month cleaning contract with Clemmers for the Justice Center; and

WHEREAS, the contract is in effect October 3, 2009 through April 2, 2012 with a one (1) year extension option at an annual cost of \$49,200.00; and

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

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

PASSED THIS 26TH DAY OF AUGUST, 2009

ATTEST:

Christee A Webb

 County Clerk

[Signature]

 County Board Chairman

AGREEMENT FOR COUNTY OF TAZEWELL

THIS AGREEMENT entered into by and between the County of Tazewell, Illinois, a body politic and corporate, hereinafter referred to as "Owner," and Clemmers, hereinafter referred to as "Contractor," effective the fourth day of October, 2009.

WHEREAS, previous heretofore bids were let and received for the performance and completion of custodial services for the Tazewell County Justice Center; and

WHEREAS, the bid of forty-nine thousand two hundred dollars annually (\$49,200.00) by Clemmers was received and approved, subject to the execution of this Agreement by the parties hereto.

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

1. The contract documents consist of this Agreement, contract drawings, specifications, and all addenda issued prior to the execution of this Agreement and all modifications issued subsequent thereto. These form the contract and are fully a part of this contract as if attached to this agreement or repeated herein. Additionally, and specifically, there is made a part of this Agreement the Project Manual 2009-P-03, all specifications contained therein, as well as all drawings contained or referred to in the above referenced manual, and all addenda and other documents incorporated in the above referenced contract documents.

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

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

and the Sheriff of any additions or deletions to such list.

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

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

4. The consideration, herein called the "Contract Price" to be paid by the Owner and accepted by the Contractor for the performance of the work contemplated herein is the annual sum of forty-nine thousand two hundred dollars (\$49,200.00) to be paid in twelve equal monthly payments over the course of each contract year. Prior to payment, contractor shall present, by the first day of each month, an invoice to the Tazewell County Auditor, such payment will be made through the normal County billing cycle.

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

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

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

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

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

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

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

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

adopted edition of applicable codes and regulations.

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

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

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

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

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

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

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

20. After the probationary period, this agreement may be terminated upon sixty days written notice to the other party at such party's business address. Notice shall be deemed given on the date that such notice is placed in the United States mail.

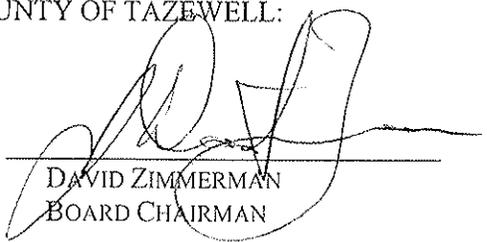
21. TERM. The term of this Agreement shall be 30 (thirty) months at the same rate of compensation with Owner holding a 12 (twelve)-month option at the same rate of compensation, unless terminated as provided in paragraph 20.

22. Probationary Term. Contractor agrees that this contract is contingent upon the Property Committee finding that the contractor has satisfactorily performed such services during the initial 90-day period. If in the sole determination of the Property Committee, the Committee finds that contractor's performance is not satisfactory, the Committee may reject this bid and make further recommendation to the Board by either recommending the best remaining qualified bid be accepted or recommending that new bids be solicited. During the probationary period Owner may terminate the agreement at any time upon written notice to Contractor.

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

COUNTY OF TAZEWELL:

BY:



DAVID ZIMMERMAN
BOARD CHAIRMAN

Dated:

8-26-09

Contractor:

BY:

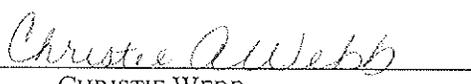


GLEMMERS

Dated:

8-26-09

ATTEST:



CHRISTIE WEBB
COUNTY CLERK

Dated:

8-26-09

Expenditure Report:

To: The Tazewell County BoardFund 100Department: 111

July, 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	\$0.00	511-080
19	Antonini, Joyce	Spec Per Diem	\$0.00	511-080
23	Berardi, Joseph	Spec Per Diem	\$0.00	511-080
5	Carius, James	Spec Per Diem	\$60.00	511-080
62	Crawford, K. Russell	Spec Per Diem	\$480.00	511-080
30	Donahue, Jan	Spec Per Diem	\$120.00	511-080
68	Grimm, Brett	Spec Per Diem	\$0.00	511-080
8	Grimm, Dean	Spec Per Diem	\$240.00	511-080
67	Hahn, Paul	Spec Per Diem	\$0.00	511-080
36	Harris, Michael	Spec Per Diem	\$60.00	511-080
6	Hillegonds, Terry C.	Spec Per Diem	\$0.00	511-080
56	Hobson, Lincoln C.	Spec Per Diem	\$180.00	511-080
20	Imig, Carroll	Spec Per Diem	\$0.00	511-080
66	Meisinger, Darrell	Spec Per Diem	\$180.00	511-080
61	Neuhauser, Tim	Spec Per Diem	\$60.00	511-080
43	Palmer, Rosemary	Spec Per Diem	\$60.00	511-080
16	Sinn, Greg	Spec Per Diem	\$120.00	511-080
48	Stanford, Mel	Spec Per Diem	\$60.00	511-080
54	Sundell, Sue	Spec Per Diem	\$60.00	511-080
50	Vanderheydt, Jerry	Spec Per Diem	\$60.00	511-080
44	VonBoeckman, Terry	Spec Per Diem	\$0.00	511-080
	Auditor's Total:		\$1,740.00	

Motion by Member Harris second by Member Sundell to approve July 2009 Bills.

Carried by Roll Call Vote

Aye: Ackernam, Antonini, Berardi, Carius, Crawford, Donahue, B.Grimm, D.Grimm, Hahn, Harris, Hilligonds, Hobson, Imig, Meisinger, Neuhauser, Palmer, Sinn, Stanford, Sundell, Vanderheydt, VonBoeckman,

Nay: 0

Absent: 0

Expenditure Report:

2

To: The Tazewell County Board

Fund 100

Department: 111

July, 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
68	Grimm, Brett	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:		\$4,200.00	

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	COUNTY BOARD (100-111)	Invoice-Numb	Expense-Amount
	100-111-533-152	ZIMMERMAN*J DAVID	BOARD CHAIRMAN TRAVEL	42-0809	367.40
	100-111-533-300		MILEAGE		
		BERARDI*JOSEPH	JULY 09 MILEAGE 100-111	24-0809	9.35
		CARIUS*JAMES	JULY 09 MILEAGE 100-111	25-0809	17.60
		CRAWFORD*K RUSSELL	JULY 09 MILEAGE 100-111	26-0809	403.75
		GRIMM*DEAN	JULY 09 MILEAGE 100-111	29-0809	124.30
		IMIG*CARROLL	JULY 09 MILEAGE 100-111	31-0809	33.00
		SINN*GREG	JULY 09 MILEAGE 100-111	39-0809	39.60
		PALMER*ROSEMARY	JULY 09 MILEAGE 100-111	155-0809	39.60
		STANFORD*MELVIN	JULY 09 MILEAGE 100-111	2041-0809	61.60
		DONAHUE*JANET	JULY 09 MILEAGE 100-111	3424-0809	13.20
		HARRIS*MICHAEL	JULY 09 MILEAGE 100-111	5716-0809	59.40
		VONBOECKMAN*TERRY	JULY 09 MILEAGE 100-111	17957-0809	9.90
		ACKERMAN*JOHN C	JULY 09 MILEAGE 100-111	64636-0809	42.90
		SUNDELL*SUE	JULY 09 MILEAGE 100-111	74339-0809	30.80
		HOBSON*LINCOLN C	JULY 09 MILEAGE 100-111	75298-0809	231.00
		MEISINGER*DARRELL G	JULY 09 MILEAGE 100-111	77953-0809	279.40
		NEURAUER*TIMOTHY D	JULY 09 MILEAGE 100-111	78594-0809	35.20
		HAHN*PAUL	JULY 09 MILEAGE 100-111	87928-0809	44.00

TOTAL: 1,842.00

A20300
 08/12/2009

WARRANT COUNTY

Claims Docket
 Expenditure Accounts

Comty	Vend-No	Vend-Name	CIRCUIT CLERK (100-121)	Invoice-Numb	Expense-Amount
	100-121-522-010		OFFICE SUPPLIES		
	734	QUILL CORPORATION*	14 CORRECTION TAPES 100-121	8207132	50.26
	532	STAPLES CREDIT PLAN*	TONER FOR PRINTER 100-121	PO49594	219.99
	100-121-522-030		BOOKS & RECORDS		
	60	DES MOINES STAMP MFG CO*	1 FILE STAMP/1 RPR 100-121	841814	33.25
				TOTAL:	<u>303.50</u>

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	PUBLIC DEFENDER (100-123)	Invoice-Numb	Expense-Amount
	100-123-533-971		ASST. PUBLIC DEFENDER OFFICE		
	19228	BODE*KIRK W	3RD QTR REIMB. 100-123	1228-0809	750.00
	19030	SHEEHAN*DENNIS M	3RD QTR REIMB. 100-123	1230-0809	750.00
	19031	PALUSKA*LARRY G	3RD QTR REIMB. 100-123	1231-0809	750.00
	19035	WERTZ*MARK E	3RD QTR REIMB. 100-123	1235-0809	450.00
	19092	MADISON*ANGELA	3RD QTR REIMB. 100-123	10092-0809	450.00
	19449	LONERGAN*JOHN	3RD QTR REIMB. 100-123	11449-0809	450.00
	19264	THOMAS*DALE	3RD QTR REIMB. 100-123	16264-0809	450.00
	19048	LEUCK*JOHN F	3RD QTR REIMB. 100-123	61048-0809	450.00
	190692	DLUSKI*AIMEE	3RD QTR REIMB. 100-123	69692-0809	300.00
	79182	TAYLOR ATTNY*LUKE	3RD QTR REIMB. 100-123	73182-0809	300.00
	79185	BRADSHAW*JAMES D	3RD QTR REIMB. 100-123	73185-0809	300.00
	79186	SOLOMON*LAWRENCE M	3RD QTR REIMB. 100-123	73186-0809	300.00
	80970	RISINGER*MICHAEL D	3RD QTR REIMB. 100-123	81970-0809	300.00
	80721	HOPPOCK*MATTHEW	3RD QTR REIMB. 100-123	88721-0809	600.00
			TOTAL:		6,600.00

TOTAL:

6,600.00

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	STATES ATTORNEY (100-124)	Invoice-Numb	Expense-Amount
	100-124-522-030	WEST PAYMENT CENTER*	BOOKS & RECORDS		
	46	WEST PAYMENT CENTER*	LAWBOOKS 100-124	818711417	687.50
	46	WEST PAYMENT CENTER*	WEST LAW FOR 7/09 100-124	818801880	872.90
	100-124-533-050	ILLINOIS SHERIFFS' ASSOCIATION*	LEGAL SVCS 100-124	3210	375.00
	10-124-533-140	SHANE*JULIA	COURT REPORTING FEES		
	249	HARRIS*E SCOTT	GRAND JURY 100-124	073009	577.50
	202	HARRIS*E SCOTT	GRAND JURY 100-124	071609	395.50
	202	HARRIS*E SCOTT	MIBBS TRANSCRIPT 100-124	07CF6222A	75.00
	202	HARRIS*E SCOTT	WEESE TRANS. 100-124	08JA-157-159	58.00
	429	LEE CSR*DONNA N	CLEARLY TRANSCRIPT 100-124	08JA79-80-A	36.00
	530	KOLLER*KATHERINE F	GRAND JURY 7/02/09 100-124	5730-0809	336.00
	100-124-533-330	CON-LINK TRANSPORTATION CORP*	BENHAM 100-124	970-10501	595.00
	100-124-533-400	JOURNAL STAR*	LEGAL NOTICES		
	116	JOURNAL STAR*	09-JA-46 100-124	13610	39.78
	116	JOURNAL STAR*	09-JA-67-68 100-124	13646	78.78
	116	JOURNAL STAR*	09-JA-66 100-124	13656	39.78
	116	JOURNAL STAR*	09-JA-75 100-124	13685	39.78
	100-124-522-030	RACHEL VOLK	BOOKS & RECORDS		
	90619		REIMBURSEMENT FOR DVD		69.00 check# 1871 08-07-09]
	100-124-522-140	NORARY PUBLIC ASSOCIATION	COURT REPORTING FEES		
	11156	TAZEWELL COUNTY BAR ASSOC.	RENEW 2 NOTARY SEALS		90.00 check# 1868 08-07-09
	85633		ANNUAL DUE		375.00 check# 1843 08-03-09
	100-124-533-170	SHERIFF OF COLUMBIA COUNTY	WITNESS FEES		
	90250		SUMMONS SERVED IN A JV CASE		25.00 check# 1832 07-17-09
				TOTAL:	4,206.52
			MANUAL TOTAL		559.00
			GRAND TOTAL		4,765.52

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08/12/2009

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	JURY COMMISSION (100-125)	Invoice-Numb	Expense-Amount
	100-125-522-010	HINCKLEY SPRINGS*	OFFICE SUPPLIES		
		HINCKLEY SPRINGS*	BTL WTR,RNTL EQUIP 100-125	1707352-0809	118.64
		HINCKLEY SPRINGS*	BTL,WTR,DPO RNTL 100-125	1707352-0809A	62.71
	100-125-533-350		JURORS PARKING		
	334	CITY OF PEKIN FINANCE DEPT*	JUROR PRKNG TCKS 6/09 100-125	5700023	632.00
	334	CITY OF PEKIN FINANCE DEPT*	JUROR PRKNG TCK 5/09 100-125	5700025	448.00
	100-125-533-710		OFFICE EQUIPMENT MAINTENANCE		
	2062	GOODIN ASSOCIATES LTD*	6 MO CONTRACT 100-125	15235	312.00
			TOTAL:		<u>1,573.35</u>
	100-125-511-130		JUROR FEES		
	90456	JAMES L ROGERS	JURY FEE		
					30.00 check# 1846 08-03-09
			MANUAL TOTAL		30.00
			GRAND TOTAL		1,603.35

A20300
08/12/2009

INGERSOLL COUNTY

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	RECORDER OF DEEDS (100-153)	Invoice-Numb	Expense-Amount
	100-153-522-010	PC ASSOCIATES*	OFFICE SUPPLIES		
	87617		RIBBONS 100-153	0727094	117.75
	100-153-522-030		BOOKS & RECORDS		
	426	ILLINOIS BLUEPRINT CORPORATION*	PLATS 100-153	0907-105	653.20
	100-153-533-720		PRINT TRACKING CONTRACT		
	87566	ATRIX INTERNATIONAL INC*	COPY CONTROL 100-153	0032351-IN	575.00
			TOTAL:		<u>1,345.95</u>
	100-000-441-011		REVENUE STAMPS		
	361	ILLINOIS DEPT. OF REVENUE	REVENUE STAMPS		
			MANUAL TOTAL		50,000.00
			GRAND TOTAL		51,345.95

50,000.00 check# 1841 07-23-09

Claims Docket
Expenditure Accounts

Comty	Vend-Nc	Vend-Name	TREASURER (100-155)	Invoice-Numb	Expense-Amount
	100-155-533-710		OFFICE EQUIPMENT MAINTENANCE		
	80330	WALZ LABEL AND MAILING*	SUPPLIES/MAIL DEPT 100-155	6479-A	245.58
				TOTAL:	<u>245.58</u>

Claims Docket
Expenditure Accounts

Comty Vend-No	Vend-Name	Invoice-Numb	Expense-Amount
100-157-522-140	DUES & SUBSCRIPTIONS		
1973	PEKIN TROPHY HOUSE & ENGRAVED GIFT PLAQUE 100-157	270478	36.00
TOTAL:			<u>36.00</u>

SUPERVISOR OF ASSESSMENTS 100-157

Claims Docket
Expenditure Accounts

Comty Vend-No	Vend-Name	BOARD OF REVIEW	100-158	Invoice-Numb	Expense-Amount
100-158-522-010	JOAN'S TROPHY & PLAQUE CO*	OFFICE SUPPLIES		6090754	63.00
19630		BDR SIGN	100-158		
				TOTAL:	<u>63.00</u>

Expenditure Report: August 2009

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 serveral 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	\$60.00	533-060
3	Mary Hoefft	ZBA-Per Diem	\$60.00	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	\$0.00	533-060
7	Ken Zimmerman	ZBA-Per Diem	\$60.00	533-060
8	Sandy May (Alternate)	ZBA-Per Diem	\$0.00	533-060
9	John Schmick (Alternate)	ZBA-Per Diem	\$60.00	533-060
			\$480.00	

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	COMMUNITY DEVELOPMENT (100-161)	Invoice-Numb	Expense-Amount
	100-161-522-100	GASOLINE			
	17631	TAZEWELL COUNTY HIGHWAY*	JULY GASOLINE 100-161	80578	28.63
	100-161-533-060	APPEAL BOARD			
	1210	TOEVS*LOREN	AUGUST ZBA MILEAGE 100-161	1210-0809	35.20
	1585	ALLIANCE REPORTING SERVICE INC*	JULY ZBA TRANSCRIPT 100-161	40184AN	307.50
	1268	VOGELSANG*ROBERT	AUGUST ZBA MILEAGE 100-161	6268-0809	2.20
	10667	NEWMAN*JAMES A	AUGUST ZBA MILEAGE 100-161	10667-0809	22.00
	14327	SCHMICK*JOHN	AUGUST ZBA MILEAGE 100-161	13427-0809	16.50
	19536	ZIMMERMAN*KENNETH L	AUGUST ZBA MILEAGE 100-161	19536-0809	17.60
	19484	HOEFT*MARY L	AUGUST ZBA MILEAGE 100-161	69484-0809	17.60
	10579	LESSEN*DUANE	AUGUST ZBA MILEAGE 100-161	70579-0809	9.90
	100-161-533-300	MILEAGE			
	148	DEININGER*KRISTAL	JULY/AUGUST MILEAGE 100-161	148-0809	79.20
	100-161-533-400	LEGAL NOTICES			
	108	DAILY TIMES*	AUGUST LEGAL NOTICE 100-161	82373	97.75
	1050	COURIER PUBLISHING CO (MORTON)*	AUGUST LEGAL NOTICE 100-161	071509	103.95
	1051	COURIER PUBLISHING CO*	AUGUST LEGAL NOTICE 100-161	306	59.40
	100-161-533-981	ADDRESSING SERVICES			
	711	MUNICIPAL ADDRESSING INC*	3RD QTR CTRCT PYMNT 100-161	711-0809	1,000.00
TOTAL:					1,797.43

PROCEEDINGS OF THE COUNTY BOARD MEETING HELD ON THE 29TH DAY OF JULY, 2009

Claims Docket
Expenditure Accounts

Comtly Vend-No	Vend-Name	BUILDING (100-181)	Invoice-Numb	Expense-Amount
100-181-522-080	CLEANING SERVICE SUPPLIES			
4	ARAMARK UNIFORM SERVICES INC*			
981	AMSAN LLC*		5477033	37.50
9011	SUNRISE SUPPLY*		205349574	226.82
			14844	44.67
00-181-533-030	JANITORIAL SERVICE			
4	TCRC INC*			
8475	PROFESSIONAL CLEANING SVC OF CTRL		12396	2,268.01
8481	CLEMMERS JANITORIAL SERVICE*		1566	4,553.77
8481	CLEMMERS JANITORIAL SERVICE*		07092	1,610.00
			07092A	450.00
00-181-533-150	CONSULTANT			
0620	TOWN & COUNTRY APPRAISERS*			
				350.00
00-181-533-200	TELEPHONE			
02	AT&T*		6946317-0809	89.06
02	AT&T*		Z125457-0809	81.40
02	AT&T*		Z9907470809	121.15
222	VERIZON NORTH*		3470930-0809	41.33
222	VERIZON NORTH*		4772787-0809	66.44
222	VERIZON NORTH*		7451307-0809	33.62
222	VERIZON NORTH*		9252271-0809	62.68
222	VERIZON NORTH*		9253631-0809	73.48
222	VERIZON NORTH*		9254107-0809	78.54
222	VERIZON NORTH*		L002412-0809	53.70
411	CENTURYTEL*		304070156-0809	51.76
00-181-533-202	CELLULAR & PAGER SERVICE			
6	USA MOBILITY WIRELESS INC*			
311	VERIZON WIRELESS*		S3528775H	29.61
			2267973258	3,714.96
00-181-533-400	LEGAL NOTICES			
8	DAILY TIMES*			
			82606	180.88
00-181-533-620	ELECTRIC & GAS			
7	AMEREN CILCO*			
7	AMEREN CILCO*		4109289052-0809	1,876.85
7	AMEREN CILCO*		7027064571-0809	128.12
			9337035532-0809	295.19

A20300
08/12/2009

CLERK OF THE COUNTY BOARD

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	BUILDING (100-181)	Invoice-Numb	Expense-Amount
	7	AMEREN CILCO*	360 COURT ST 100-181	9569812254-0809	841.54
	84567	SEMPRA ENERGY SOLUTIONS LLC*	JUNE-JULY 2009 100-181	1152002	9,816.35
	00-181-533-630		WATER		
	19	ILLINOIS AMERICAN WATER COMPANY*	334 ELIZABETH 100-181	0902079847-0809	113.03
	19	ILLINOIS AMERICAN WATER COMPANY*	360 COURT ST 100-181	0902080126-0809	227.68
	19	ILLINOIS AMERICAN WATER COMPANY*	11 S 4TH ST 100-181	0902080134-0809	158.94
	19	ILLINOIS AMERICAN WATER COMPANY*	418 COURT ST 100-181	0902080225-0809	57.62
	19	ILLINOIS AMERICAN WATER COMPANY*	VAC 100-181	0902286939-0809	14.36
	19	ILLINOIS AMERICAN WATER COMPANY*	ESDA 100-181	0902286947-0809	17.60
	19	ILLINOIS AMERICAN WATER COMPANY*	334 ELIZABETH 100-181	0902291442-0809	44.93
	00-181-533-640		PEST CONTROL		
		MARKLEY'S PEST ELIMINATION*	MCKENZIE 100-181	173519	75.00
		MARKLEY'S PEST ELIMINATION*	VAC 100-181	173588	30.00
		MARKLEY'S PEST ELIMINATION*	OPO 100-181	174193	45.00
	46	W B MCCLOUD CO INC*	TAZ BLDG 100-181	25064078	74.00
	00-181-533-660		GARBAGE COLLECTION		
	66418	X WASTE INC*	GUN RANGE 100-181	99729	19.57
	66418	X WASTE INC*	MCKENZIE 100-181	99730	183.34
	66418	X WASTE INC*	OPO 100-181	99731	76.22
	66418	X WASTE INC*	TAZ BLDG 100-181	99732	41.20
	66418	X WASTE INC*	VAC 100-181	99733	41.20
	00-181-533-720		BUILDING MAINTENANCE		
	8	RUYLE MECHANICAL SERVICES INC*	AC CHECK TAX BLDG 100-181	92116	220.40
	8	RUYLE MECHANICAL SERVICES INC*	AC CHCK MCK SVR RM 100-181	92117	296.40
	8	RUYLE MECHANICAL SERVICES INC*	RPR AC UNIT VA/ESDA 100-181	92294	323.90
	8	RUYLE MECHANICAL SERVICES INC*	RESET CHILLER PUMPS 100-181	92295	215.10
	87	SEICO INC*	RPR DIALERS/ALRM SYST 100-181	58753	110.00
	87	SEICO INC*	RPR DIALERS/ALRM SYST 100-181	58754	110.00
	00-181-533-723		WINDOW MAINTENANCE		
	11161	STEVE GEBERIN WINDOW CLEANING*	MCKENZIE BLDG 100-181	2632-39	42.00
	00-181-533-731		MECHANICAL EQUIP. MAINTENANCE		
	18	RUYLE MECHANICAL SERVICES INC*	MAINT CONTRACT 100-181	92409	1,650.00
	100-181-533-733		ELEVATOR MAINTENANCE		

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	JUSTICE CENTER (100-182)	Invoice-Numb	Expense-Amount
	100-182-522-070	CLOTHING			
	64016	SEARS COMMERCIAL ONE*	WORK SHIRTS 100-182	T890678	85.94
	100-182-522-080	CLEANING SERVICE SUPPLIES			
	2981	AMSAN LLC*	SUPPLIES 100-182	205349582	654.92
	2981	AMSAN LLC*	SUPPLIES 100-182	206172470	797.95
	2981	AMSAN LLC*	SUPPLIES 100-182	206172488	299.84
	69011	SUNRISE SUPPLY*	SUPPLIES 100-182	14948	557.68
	69011	SUNRISE SUPPLY*	SUPPLIES 100-182	14949	561.13
	100-182-522-710	SALT			
	8377	HEART OF ILLINOIS SALT SERVICE*	SALT 100-182	46837	322.50
	100-182-533-030	JANITORIAL SERVICE			
	8481	CLEMMERS JANITORIAL SERVICE*	JANITORIAL SVC JC 100-182	0709	4,100.00
	100-182-533-620	ELECTRIC/GAS			
		AMEREN CILCO*	101 S/ CAPITOL ST 100-182	6141434333-0809	6,599.31
	64567	SEMPRA ENERGY SOLUTIONS LLC*	JUNE-JULY 2009 100-182	1152002A	14,479.91
	100-182-533-630	WATER			
	29	ILLINOIS AMERICAN WATER COMPANY*	JUSTICE CENTER 100-182	0904974672-0809	1,600.90
	29	ILLINOIS AMERICAN WATER COMPANY*	JUSTICE CENTER 100-182	0905172862-0809	44.93
	100-182-533-640	PEST CONTROL			
	94	MARKLEY'S PEST ELIMINATION*	JUSTICE CENTER 100-182	173518	120.00
	100-182-533-660	GARBAGE COLLECTION			
	67	WASTE MANAGEMENT*	JUSTICE CENTER 100-182	2083884-2070-4	557.53
	100-182-533-720	BUILDING MAINTENANCE			
	34	ARAMARK UNIFORM SERVICES INC*	MAT SERVICE 100-182	5467191	37.50
	34	MENARDS*	KICKPLATES 100-182	91087	155.82
	64016	SEARS COMMERCIAL ONE*	POLE SAW 100-182	T393594	89.99
	64016	SEARS COMMERCIAL ONE*	WRK STOVE/KNEE PADS 100-182	T500685	95.97
	69472	KLEEN AIR FILTER CO*	AIR FILTERS 100-182	KA27947	990.12
	70725	FASTENAL COMPANY*	SUPPLIES 100-182	ILPEK367559	254.79
	71382	ENTEC SERVICES INC*	TECH SUPPORT CONTRACT 100-182	S39058	2,449.00

CO. OF CLERKS OF THE COUNTY BOARD MEETING HELD ON THE 19TH DAY OF JULY 2009

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	JUSTICE CENTER (100-182)	Invoice-Numb	Expense-Amount
	100-182-533-723		WINDOW MAINTENANCE		
	11161	STEVE GEBERIN WINDOW CLEANING*	JUSTICE CENTER 100-182	2632-39A	164.00
	00-182-533-731		MECHANICAL EQUIP. MAINT		
	7	GRIMM ELECTRIC INC*	RPR EMRGNCY ELECTRIC 100-182	TC13-09	6,717.32
	0726	JOHNSON MECHANICAL SERVICE, INC*	RPR OVEN/REFRIG 100-182	34702	1,070.16
	0442	CUSTOMCARE EQUIPMENT SALES*	RPR WASHER #2 100-182	14073	167.05
	00-182-533-733		ELEVATOR MAINTENANCE		
	0103	KONE INC*	MONTHLY SVC 100-182	220191148	324.00
	00-182-533-770		GROUNDS MAINTENANCE		
	0	MENARDS*	LANDSCAPE SUPPLIES 100-182	91085	110.82
	8698	OLD HERITAGE LANDSCAPING, INC*	LANDSCAPE ROCK 100-182	126546	571.74
			TOTAL:		43,980.82

20

EXPENDITURE REPORT

DATE: JULY 16, 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:

REGULAR MEETING

NO.	CLAIMANT	NATURE OF CLAIM	AMOUNT	ACCOUNT	CHECK
1	GERALD WISE	PER DIEM	\$45.00	533-960	
2	SOLIE MYERS	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	JANE STAUFFER	PER DIEM	\$45.00	533-960	
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7					
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AUDITOR'S TOTAL: \$225.00

21

EXPENDITURE REPORT

DATE: JULY 21, 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:

DISCIPLINARY HEARING

NO.	CLAIMANT	NATURE OF CLAIM	AMOUNT	ACCOUNT	CHECK
1	GERALD WISE	PER DIEM	\$45.00	533-960	
2	SOLIE MYERS	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	DONALD SHARPE	PER DIEM	\$45.00	533-960	
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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			
	100-211-522-011	FIELD SUPPLIES			
	181	BRADFORD SYSTEMS CORPORATION*	JAIL JACKEB LABELS 100-211	11016-1	452.35
	183	QUILL CORPORATION*	SUPPLIES 100-211	7893825	223.42
	184	QUILL CORPORATION*	SUPPLIES 100-211	8265355	151.65
	203	STAMP MAN SPECIALTIES*	STAMPS 100-211	15313	127.70
	33535	US LASER PRINTERS & SUPPLIES INC*	LEXMARK TONERS 100-211	10447	399.98
	100-211-522-011	FIELD SUPPLIES			
	184	RAY O'HERRON CO INC*	ADJUSTABLE MOUNTS 100-211	918392-IN	320.00
	184	RAY O'HERRON CO INC*	LOWER EXT. PANELS 100-211	918961-IN	114.44
	6419	PUBLIC SAFETY CENTER INC*	HAND SANITIZER 100-211	182931IN	126.11
	70737	VISA*	SWITCHES FOR CNTR RM 100-211	1313-0809D	202.53
	4549	THE UPS STORE*	MAIL EVIDENCE TO VIR. 100-211	1293-001	47.73
	9017	TRUCK N' STUFF*	WINDOW TINE K-9 100-211	54841	165.00
	6023	EDEN K9 CONSULTING & TRAINING*	CANINE TRCKNG SFTWR 100-211	705	209.00
	00-211-522-030	BOOKS & RECORDS			
	80	MATTHEW BENDER & CO INC*	IL CRIM&TRAFFIC MANUAL 100-211	8616757X	45.25
	00-211-522-050	MEDICAL SUPPLIES			
	8	PEKIN HOSPITAL*	LB WRK COS.INMTS 7/09 100-211	073109	68.34
	8	PEKIN HOSPITAL*	INMATE CASE S. GREER 100-211	5626485-0001	1,606.04
	88	PEKIN PRESCRIPTION LAB INC*	INMATE DRUGS 7/09 100-211	238-0809	2,741.33
	00-211-522-080	CRIME PREVENTION			
	1983	KAESER & BLAIR INC*	CRIME PREVTN SUPPLIES 100-211	90619136	764.45
	1983	KAESER & BLAIR INC*	CRIME PREVTN SUPPLIES 100-211	90624089	1,550.24
	00-211-522-100	GASOLINE & OIL			
	240	SHERIFF'S PETTY CASH*	SQUAD GAS 100-211	133037	45.83
	7631	TAZEWELL COUNTY HIGHWAY*	SQUAD FUEL FOR 7/09 100-211	80571	10,001.06
	7631	TAZEWELL COUNTY HIGHWAY*	ST. ATTY FUEL 7/09 100-211	80576	103.25
	70737	VISA*	FUEL NEW SQUADS 100-211	1313-0809	95.02
	70737	VISA*	SQUAD FUEL 100-211	1313-0809A	38.00
	81739	VISA*	SQUAD FUEL 7/09 100-211	4555-0809	340.12
	100-211-522-110	UNIFORMS & CLOTHING			
	51	LPD UNIFORMS*	LOWER 100-211	216281	195.85

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 08/12/2009

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Claims Docket
 Expenditure Accounts

County	Vend-No	Vend-Name	COURT SECURITY (100-214)	Invoice-Numb	Expense-Amount
	100-214-533-000		CONTRACTUAL SERVICE		
	887	SEICO INC*	RPR ALARM MCK BLDG 100-214	58502	110.00
	887	SEICO INC*	RPR INTERCOM JC. 100-214	58890	220.00
	1280	MOYER ELECTRONICS INC*	SERV CONTR 8/09 100-214	9082	240.00
	1265	RAGAN COMMUNICATIONS INC*	CORONER RADIO 8/09 100-214	305180	27.12
	1265	RAGAN COMMUNICATIONS INC*	RADIO SVC 8/09 100-214	305183	1,695.00
			TOTAL:		<u>2,292.12</u>

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	COURT SERVICES PROBATION UPGRADE (100-230)	Invoice-Numb	Expense-Amount
	100-230-522-010	OFFICE SUPPLIES			
		BRADFORD SYSTEMS CORPORATION*	FILE CONVERTER/LABEL 100-230	10943-1	209.06
	100-230-522-100	GASOLINE/OIL			
	17631	TAZEWELL COUNTY HIGHWAY*	FUEL FOR SQUADS 7/09 100-230	80572	338.18
	100-230-533-000	CONTRACTUAL SERVICE			
	10617	DAVIS & CAMPBELL LLC*	TRAINING FEE 100-230	55720	861.25
	100-230-533-080	WORK RELEASE/ELECTRONIC MON			
	1033	BI INC*	WRK RELEASE FEES 7/09 100-230	598012	360.84
	1033	BI INC*	ELEC MONITORING 7/09 100-230	598013	865.97
	10624	CAM SYSTEMS*	MONITORING FEES 100-230	063009	3,107.75
	10624	CAM SYSTEMS*	MONITORING FEES 100-230	2185-2189	975.50
	100-230-533-180	MEDICAL SERVICES			
	1045	MARY DAVIS DETENTION HOME*	JV PHYSICALS 100-230	335-0809	40.00
	10480	ALCOPRO INC*	DRUG TSTNG SUPPLIES 100-230	0131523-IN	230.00
	10624	PROCTOR HOSPITAL*	MEDICAL RECORDS FEE 100-230	8039454	64.28
	10867	REDWOOD TOXICOLOGY LABORATORY INC*	DRUG SCREENING 7/09 100-230	341720097	585.38
	10550	VARIAN INC*	DRUG TSTNG SUPPLIES 100-230	2885628	115.00
	10937	AMERICAN SCREENING CORP*	DRUG TSTNG SUPPLIES 100-230	18254	788.50
	10618	ILLINOIS CANCERCARE PC*	COPY FEE MED RCRDS 100-230	A061615	44.43
	100-230-533-220	T/PCCC			
	1047	TAZEWELL/PEKIN COMMUNICATIONS*	COMM SVC 9/09-11/09 100-230	217-0809B	1,031.00
	1065	RAGAN COMMUNICATIONS INC*	SVC BROKEN PORTABLE 100-230	305082	230.00
	1065	RAGAN COMMUNICATIONS INC*	MO SVC 100-230	305177	203.40
	1065	RAGAN COMMUNICATIONS INC*	NEW PRTS FOR RADIO 100-230	305218	10.00
	100-230-533-300	P O MEALS/MILES			
	10302	LONG*BRIAN	ML DURING TRANSPORT 100-230	63302-0809	6.30
	100-230-533-910	TRAINING			
	1075	NIEMANN FOODS INC*	FOOD FOR TRAINING 100-230	1102568	40.71
	10882	HUNT*DANIEL S	FOOD REIMS FOR TRAIN 100-230	2982-0809	34.56
	100-230-533-979	CTR FOR PREVENTION OF ABUSE			

A20300
08/12/2009

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	COURT SERVICES PROBATION UPGRADE (100-230)	Invoice-Numb	Expense-Amount
	1218	CENTER FOR PREVENTION OF ABUSE*	DV PROGRAM COSTS 6/09 100-230	1218-0809A	4,217.03
	1218	CENTER FOR PREVENTION OF ABUSE*	DV PROGRAM 7/09 100-230	1218-0809B	1,998.18
	100-230-544-000	COMPUTER HARDWARE/SOFTWARE			
	677	SEICO INC*	COMM TRACKING 9/09 100-230	58844	231.00
	350	SOLUTION SPECIALTIES INC*	NETWORK CHARGE 100-230	151793500710496	208.80
	164	COMMUNICATION REVOLVING FUND*	SVC IWIN 100-230	T0944945	105.54
	7736	VISA*	GARMAN SOFTWARE 100-230	1511-0809	45.00
	7736	VISA*	GARMAN UPDATES 100-230	1511-0809A	135.00
	803	AUTOMON*	KIASK MAINT JAN-DEC 100-230	AMPINV372	7,500.00
	100-230-544-001	MISC EQUIPMENT			
	432	STAPLES CREDIT PLAN*	TAPLETOP EASEL PAD 100-230	9195860166	59.97
	7736	VISA*	5 SHAKE FLASHLIGHTS 100-230	1511-0809B	134.75
			TOTAL:		24,777.38

100-230-544-000 COMPUTER HARDWARE/SOFTWARE
311 VERIZON WIRELESS WIRELESS LAPTOP CARDS
399.67 check# 1873 08-07-09

MANUAL TOTAL 399.67
GRAND TOTAL 25,177.05

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	COURT SERVICES (100-231)	Invoice-Numb	Expense-Amount
	100-231-533-070		DETENTION		
	35	MARY DAVIS DETENTION HOME*	JV DETENTION 7/09 100-231	335-0809A	7,260.00
	0816	PEORIA COUNTY JUVENILE DETENTION*	JV DETENTION 7/09 100-231	10816-0809	1,980.00
	100-231-533-190		PRIVATE HOMES & INSTITUTIONS		
	35	MARY DAVIS DETENTION HOME*	JV PLACEMENT 7/09 100-231	335-0809B	3,895.00
	45	ARROWHEAD RANCH*	JV PLACEMENT 7/09 100-231	1266-IN	15,093.38
	068	NEXUS-ONARGA ACADEMY*	JV PLACEMENT 7/09 100-231	08JDI7	8,452.15
			TOTAL:		<u>36,680.53</u>

WARRELL COUNTY
 Claims Docket
 Expenditure Accounts

Comty Vend-No	Vend-Name	LEGAL SERVICES (100-232)	Invoice-Numb	Expense-Amount
100-232-522-010	STAPLES CREDIT PLAN*	OFFICE SUPPLIES		
4532		MAILING LABELS 100-232	62736A	25.99
100-232-533-300	BUSH*JOYCE L	MILEAGE		
40067		MILEAGE 100-232	10067-0809	3.96
100-232-544-000	STAPLES CREDIT PLAN*	NEW EQUIPMENT		
4532		DRUM UNIT 4 TONERS 100-232	62736	424.96
TOTAL:				454.91

A20300
08/12/2009

Claims Docket
Expenditure Accounts

Comty Vend-No	Vend-Name	CORONER (100-252)	Invoice-Numb	Expense-Amount
100-252-511-051	INQUEST TRANSCRIPTION EXPENSE			
585	ALLIANCE REPORTING SERVICE INC*	INQUEST TRANS. 100-252	40199AN	300.00
00-252-522-100	GASOLINE			
7631	TAZEWELL COUNTY HIGHWAY*	FUEL/SQUADS JULY 100-252	80573	123.31
00-252-533-020	PATHOLOGY EXPENSE			
6997	HNILICA MD*VIOLETTE S	AUTOPSIES IN JULY 100-252	3811-3861	2,740.00
3587	LAIR DEATH INVESTIGATIONS*	AUTOPSY ASSIST 100-252	1719	175.00
00-252-533-021	TOXICOLOGY LAB EXPENSE			
679	SLU DEPT OF PATHOLOGY*	JULY TOX DEATHS 100-252	T11007062	250.00
00-252-533-022	MORGUE USE EXPENSE			
8	PEKIN HOSPITAL*	AUTOPSY 100-252	A-01-09	312.00
22	CENTRAL ILLINOIS MORTUARY SERVICES	JULY MORGUE USE 100-252	322-0809A	1,050.00
3743	MORRIS*SALLY F	DODD/ROSENBOHM TRANS. 100-252	192	100.00
3743	MORRIS*SALLY F	KIDD TRANSCRIPT 100-252	195	50.00
00-252-533-370	BODY REMOVAL			
22	CENTRAL ILLINOIS MORTUARY SERVICES	BODY REMOVAL JULY 100-252	322-0809	900.00

TOTAL: 6,000.31

Claims Docket
Expenditure Accounts

County Vend-No	Vend-Name	REGIONAL OFFICE OF EDUCATION (100-711)	Invoice-Numb	Expense-Amount
100-711-533-800	STUEVE *RANDY	HEALTH LIFE/SAFETY INSPECTIONS		
8258		WRK PRMTS AMNDMNTS 100-711	88258-0809	300.00
			TOTAL:	<u>300.00</u>

Claims Docket
Expenditure Accounts

Comty Vend-No	Vend-Name	COURTS (100-800)	Invoice-Numb	Expense-Amount
100-800-533-120		ATTORNEY FEES		
0092	MADISON*ANGELA	ATTORNEY FEES 100-800	08MR42	6,594.97
00-800-533-140		COURT REPORTING FEES		
602	HARRIS*E SCOTT	TRANSCRIPTS 100-800	08JA157/159	58.00
00-800-533-170		WITNESS FEES		
482	ZAVALA*CATALINA	SPANISH INTERPRETER 100-800	09TR4493-94	65.00
0464	GALLAGHER*ELIZABETH	SIGN LANGUAGE INTERPRE 100-800	09-TN-4897	65.00
00616	DAVID R HIRTZ & ASSOCIATES INC*	INVESTIGATOR 100-800	06-787	401.91
			TOTAL:	7,184.88
00-800-533-170		WITNESS FEES		
0455	PEORIA COMPUTER FORENSIC ASSOC.	EXAMINATION OF VARIOUS MEDIA 08-CF-277		4,812.50 check# 1842 07-23-09
			MANUAL TOTAL	4,812.50
			GRAND TOTAL	11,997.38

A20300
08/12/2009

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	FARM (100-912)	Invoice-Numb	Expense-Amount
	100-912-522-130		CHEMICALS		
	78049	AG-LAND FS INC*		6144837-0809	1,070.15
				TOTAL:	<u>1,070.15</u>

11/11/2009 11:11

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	COUNTY GENERAL (100-913)	Invoice-Numb	Expense+Amount
	100-913-522-010		OFFICE SUPPLIES		
	10834	QUILL CORPORATION*	SUPPLIES 100-913	8064652	178.56
	10834	QUILL CORPORATION*	SUPPLIES 100-913	8150870	222.45
	10834	QUILL CORPORATION*	DATE STAMPS 100-913	8154468	1.98
	10834	QUILL CORPORATION*	SUPPLIES 100-913	8326081	656.35
	105516	OFFICE DEPOT*	SUPPLIES 100-913	481640273001	144.72
	105516	OFFICE DEPOT*	SUPPLIES 100-913	481640374001	28.12
	100-913-522-300		COMPUTER SUPPLIES		
	108535	US LASER PRINTERS & SUPPLIES INC*	INK CARTRIDGES 100-913	10436	535.78
	100-913-522-320		COPY MACHINE SUPPLIES		
	10850	MIDLAND PAPER*	COPY PAPER 100-913	35T82830	1,076.00
	10850	MIDLAND PAPER*	COPY PAPER 100-913	35T89350A	5,380.00
	100-913-533-010		COMPUTER CONTRACT		
	108051	CRIMECOG TECHNOLOGIES, INC.*	CNTRCT 9/1/08-05/31/09 100-913	1643	27,000.00
	108051	CRIMECOG TECHNOLOGIES, INC.*	6/1/09-11/30-09 100-913	1644	25,000.00
	100-913-533-011		COMPUTER MAINTENANCE		
	10816	PTC SELECT*	RPR ASSMNT PRINTER 100-913	165131	386.75
	10813	PROACTIVE TECHNOLOGY GROUP, LTD*	6/22-6/26 HLP DSK 100-913	5477	1,050.00
	10813	PROACTIVE TECHNOLOGY GROUP, LTD*	WEBPAGE WRK CO CLRK 100-913	5482	250.00
	10813	PROACTIVE TECHNOLOGY GROUP, LTD*	DEPLOY A/C COMPUTERS 100-913	5487	900.00
	10813	PROACTIVE TECHNOLOGY GROUP, LTD*	CO CLRK PRINTER PROB 100-913	5491	100.00
	10813	PROACTIVE TECHNOLOGY GROUP, LTD*	6/15-6/19 HLP DSK 100-913	5492	950.00
	10813	PROACTIVE TECHNOLOGY GROUP, LTD*	SET UP A/C LICENSE 100-913	5504	100.00
	10813	PROACTIVE TECHNOLOGY GROUP, LTD*	DEPLOY NEW COPIER 100-913	5505	50.00
	10813	PROACTIVE TECHNOLOGY GROUP, LTD*	DEPLOY NEW COPIER 100-913	5507	1,825.00
	10813	PROACTIVE TECHNOLOGY GROUP, LTD*	6/26 HLP DSK 100-913	5508	150.00
	10813	PROACTIVE TECHNOLOGY GROUP, LTD*	WBPG WRK CRTS/PROB 100-913	5519	250.00
	10813	PROACTIVE TECHNOLOGY GROUP, LTD*	7/3 HLP DSK 100-913	5520	50.00
	10813	PROACTIVE TECHNOLOGY GROUP, LTD*	7/10 HLP DSK 100-913	5526	800.00
	10813	PROACTIVE TECHNOLOGY GROUP, LTD*	WBPG WRK CIR CLRK PGS 100-913	5534	50.00
	10813	PROACTIVE TECHNOLOGY GROUP, LTD*	7/17 HLP DSK 100-913	5537	150.00
	10813	PROACTIVE TECHNOLOGY GROUP, LTD*	DEPLOY NEW COPIERS 100-913	5538	350.00
	10813	PROACTIVE TECHNOLOGY GROUP, LTD*	WRK DONE TAZ.COM 100-913	5561	150.00
	100-913-533-013		ADMN ADJUDICATION SERVICE		

Comty	Vend-No	Vend-Name	COUNTY GENERAL (100-913)	Invoice-Numb	Expense-Amount
	30	HELLER P C+J BRIAN	PRO SVC CODE HRNGS 100-913	10178	1,164.57
	100-913-533-210		POSTAGE		
	100-913-533-217	QUICKSILVER MAILING SERVICES*	1ST CASS MAIL ASSMNTS 100-913	59637	392.00
	100-913-533-217	QUICKSILVER MAILING SERVICES*	1ST CLASS PRESORT 100--913	59729	315.23
	100-913-533-2675	UNITED STATES POSTAL SERVICE*	JULY POSTAGE 100-913	70675-0809	7,276.66
	100-913-533-320		COPY MACHINE MAINTENANCE/USAGE		
	259	KONICA MINOLTA DANKA IMAGING*	CNTY CLRK COPY USAGE 100-913	706641409	1,789.84
	100-913-533-910		EDUCATION/TRAVEL/TRAINING		
	25	CRAWFORD*K RUSSELL	UCCI CO BOARD 100-913	26-0809B	218.56
	100-913-533-910	VISA*	POTTS SHERIFF 100-913	1313-082009	625.00
	100-913-533-910	VISA*	LINTON SHERIFF 100-913	1313-082009B	119.70
	100-913-533-910	VISA*	BROWN SHERIFF 100-913	1313-082009C	1,002.96
	100-913-533-910	VISA*	FIRST AID TRAIN (ROE) 100-913	1305-0809	55.00
	100-913-533-910	VISA*	FIRST AID TRAINING ROE 100-913	1305-0809A	55.00
	100-913-533-910	MEISINGER*DARRELL G	UCCI CO BOARD 100-913	77953-0809B	181.53
	100-913-533-910	NEUHAUSER*TIMOTHY D	UCCI CO BOARD 100-913	78594-0809B	86.70
	100-913-533-970		YOUTH SERVICES BOARD		
	124	YOUTH SERVICE BOARD*	GRANT AGREEMENT 100-913	1224-0809	3,750.00
	100-913-533-971		TRI-CO. REG. PLANNING COMMISS.		
	123	TRI-COUNTY REGIONAL PLANNING COMM* GRANT AGREEMENT 100-913		1223--0809	4,000.00
	100-913-533-972		TAZ CO SOIL & WATER CONSER.		
	122	TAZEWELL COUNTY SOIL & WATER CONS* GRANT AGREEMENT 100-913		662-0809	1,875.00
	100-913-533-978		ECONOMIC DEVELOPMENT COUNCIL		
	128	EDC INC*	1/4 BILLING 6/09-8/09 100-913	122	17,706.25
	100-913-533-979		CTR FOR PREVENTION OF ABUSE		
	118	CENTER FOR PREVENTION OF ABUSE* GRANT AGREEMENT 100-913		1218-0809	6,750.00
	100-913-533-981		HEARTLAND COMM. HEALTH CLINIC		
	120	HEARTLAND COMM HEALTH CLINIC* GRANT AGREEMENT 100-913		1220-0809	1,250.00
	100-913-533-983		HOUSE OF HOPE		

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	COUNTY GENERAL (100-913)	Invoice-Numb	Expense-Amount
	15563	TAYZELL COUNTY HOUSE OF HOPE*	GRANT AGREEMENT 100-913	15563-0809	1,000.00
	100-913-544-000	TECHNOLOGY UPGRADES			
	0532	STAPLES CREDIT PLAN*	EX HRD DRV ROE 100-913	61818	139.99
				TOTAL:	117,539.70
	100-913-533-210	POSTAGE			
	656	UNITED PARCEL SERVICE	TREASURERS OFFICE		600.00 check# 1813 07-17-09
	100-913-533-910	EDUCATION/TRAVEL/TRAINING			
	102	BILLY MERRILL	5 DAYS MEALS @44.00		187.00 check# 1861 08-07-09
	151	EARL HELM	MEALS/INCIDENTALS 4 1/2 DAYS		289.00 check# 1815 07-17-09
	101	EARL HELM	TRAINING REIMBURSEMENT		526.08 check# 1864 08-07-09
	1555	VICKI GRASHOFF	MEALS/INCIDENTALS 4 DAYS		177.00 check# 1814 07-17-09
	1022	ILLINOIS SHERIFFS ASSOC.	TRAINING		200.00 check# 1865 08-07-09
	2078	JIM BROWN	REIMBURSEMENT BAGGAGE FEE		80.00 check# 1867 08-07-09
	2078	JIM BROWN	MEALS/SHUTTLE		422.00 check# 1816 07-17-09
	4097	JOHN SHALLENBERGER	TRAINING		10.20 check# 1817 07-17-09
	4097	JOHN SHALLENBERGER	TRAINING REIMBURSEMENT		33.81 check# 1863 08-07-09
	70741	VISA	LODGING		273.60 check# 1845 08-03-09
	0624	HILTON MILWAUKEE CITY CENTER LODGING (4)			682.75 check# 1862 08-07-09

MANUAL TOTAL 3,481.44
GRAND TOTAL 121,021.14

FAZEWELL COUNTY

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	TOWNSHIP BRIDGE FUND (201-311)	Invoice-Numb	Expense-Amount
	01-311-533-110	FEHR-GRAHAM & ASSOCIATES*	ENGINEER CONSULTANT		
	0689	ROBISON RD BRIDGE 201-311	2P		8,549.74
			TOTAL:		<u>8,549.74</u>

***** COUNTY

Claims Docket
Expenditure Accounts

Comty	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	XS082900	96.93
	20109	RELIABLE OFFICE SUPPLIES*	SUPPLIES 202-311	XTC63800	45.96
	20109	RELIABLE OFFICE SUPPLIES*	SUPPLIES 202-311	xny28100	48.44
	20611	CHRISTENBERRY SYSTEMS & ALARM INC*	REPAIRS 202-311	4198	41.50
	202-311-522-100		FUEL		
	20095	AG-LAND FS INC*	FUEL 202-311	5453	16,532.14
	202-311-522-720		MAINTENANCE MATERIALS		
	0030	KROLL HEATING A/C REFRIG CO*	MONTHLY SVC 202-311	41383	65.00
	0031	LAWSON PRODUCTS INC*	SUPPLIES 202-311	8249573	357.29
	0031	LAWSON PRODUCTS INC*	SUPPLIES 202-311	8273236	86.73
	0031	LAWSON PRODUCTS INC*	SUPPLIES 202-311	8308078	632.15
	0041	PRAXAIR DISTRIBUTION INC-465*	CYLINDERS 202-311	33768721	12.90
	0041	PRAXAIR DISTRIBUTION INC-465*	CYLINDERS 202-311	33916458	16.55
	0095	AG-LAND FS INC*	SALT 202-311	68184	200.40
	0339	SNAP-ON TOOLS*	TOOLS 202-311	59672	299.00
	0454	CCP INDUSTRIES INC*	SUPPLIES 202-311	349307	68.45
	0718	PURITAN SPRINGS*	WATER 202-311	1241231-0809	103.44
	02-311-533-720		BUILDING MAINTENANCE		
	0013	AMEREN CILCO*	MONTHLY SVC 202-311	06010-0809	16.81
	0013	AMEREN CILCO*	MONTHLY SVC 202-311	07001-0809	16.81
	0013	AMEREN CILCO*	MONTHLY SVC 202-311	16002-0809	134.76
	0013	AMEREN CILCO*	MONTHLY SVC 202-311	17005-0809	17.61
	0013	AMEREN CILCO*	MONTHLY SVC 202-311	23006-0709	20.65
	0013	AMEREN CILCO*	MONTHLY SVC 202-311	27010-0809	12.98
	0013	AMEREN CILCO*	MONTHLY SVC 202-311	48012-0809	16.81
	0013	AMEREN CILCO*	MONTHLY SVC 202-311	48013-0809	18.26
	0013	AMEREN CILCO*	MONTHLY SVC 202-311	49003-0709	16.81
	0013	AMEREN CILCO*	MONTHLY SVC 202-311	55008-0809	16.81
	0013	AMEREN CILCO*	MONTHLY SVC 202-311	58007-0809	400.92
	20013	AMEREN CILCO*	MONTHLY SVC 202-311	640160-0809	22.09
	20013	AMEREN CILCO*	MONTHLY SVC 202-311	70012-0809	114.94
	20013	AMEREN CILCO*	MONTHLY SVC 202-311	72016-0809	18.94
	20013	AMEREN CILCO*	MONTHLY SVC 202-311	91852-0809	123.16
	20013	AMEREN CILCO*	MONTHLY SVC 202-311	92330-0809	366.33

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	COUNTY HIGHWAY FUND (202-311)	Invoice-Numb	Expense-Amount
	20070	AT&T*	MONTHLY SVC 202-311	9255532-0809	558.85
	20137	ILLINOIS AMERICAN WATER COMPANY*	MONTHLY SVC 202-311	228687-0809	66.89
	20137	ILLINOIS AMERICAN WATER COMPANY*	MONTHLY SVC 202-311	228688-0809	41.82
	20137	ILLINOIS AMERICAN WATER COMPANY*	MONTHLY SVC 202-311	228689-0809	24.89
	20137	ILLINOIS AMERICAN WATER COMPANY*	MONTHLY SVC 202-311	561868-0809	17.19
	0208	VERIZON NORTH*	MONTHLY SVC 202-311	9255532-0809	330.88
	0474	WASTE MANAGEMENT*	MONTHLY SVC 202-311	2084118-2070-6	130.11
	0627	S & S SERVICES*	CLEANING 202-311	809	500.00
	70668	AMEREN IP*	CLEANING 202-311	4062223855-0809	40.07
	0798	SEMPRA ENERGY SOLUTIONS LLC*	MONTHLY SVC 202-311	91830001134895	259.01
	0798	SEMPRA ENERGY SOLUTIONS LLC*	MONTHLY SVC 202-311	92150001158154	274.52
	02-311-533-730		EQUIPMENT MAINTENANCE		
	0010	MUTUAL WHEEL CO*	PARTS 202-311	2813285	36.46
	0010	MUTUAL WHEEL CO*	PARTS 202-311	2813448	511.12
	0010	MUTUAL WHEEL CO*	PARTS 202-311	2814157	274.20
	0010	MUTUAL WHEEL CO*	PARTS 202-311	2814221	26.00
	0063	RHOMAR INDUSTRIES INC*	EMULSIFIER 202-311	64822	551.12
	0138	INTERSTATE BATTERY SYST OF CENTRAL	BATTERIES 202-311	302856	179.90
	0146	SCHWARZENTRAUB IMPLEMENT INC 2*	PARTS 202-311	115217	33.45
	0212	CRAWFORD & BRINKMAN BROS INC 2*	DOOR 202-311	74453	1,952.00
	0217	KELLY-CRESWELL COMPANY INC*	PARTS 202-311	54762	23.37
	0224	DULTMEIER SALES INC*	PARTS 202-311	1560314	46.85
	0267	ALTORFER INC*	RENTAL TOOLS 202-311	4211601	83.40
	0267	ALTORFER INC*	PARTS 202-311	80014562	21.05
	0267	ALTORFER INC*	PAINT 202-311	80014653	35.40
	0267	ALTORFER INC*	SERVICE KIT 202-311	80015317	187.00
	0327	GRAINGER 2*	BULBS 202-311	9033320087	8.34
	0329	EAST PEORIA TIRE & VULCANIZING*	TIRES 202-311	30334	465.00
	0441	HAGERTY STEEL & ALUMINUM CO*	PARTS 202-311	4333864	76.68
	0513	AA CAR OPENING*	KEYS 202-311	59332	130.00
	0555	CARQUEST AUTO PARTS*	SUPPLIES 202-311	6607-63106	59.55
	0555	CARQUEST AUTO PARTS*	SUPPLIES 202-311	6607-63443	255.40
	0555	CARQUEST AUTO PARTS*	SUPPLIES 202-311	6607-63444	49.48
	20555	CARQUEST AUTO PARTS*	SUPPLIES 202-311	6607-63447	79.20
	20555	CARQUEST AUTO PARTS*	SUPPLIES 202-311	6607-63624	218.91
	20555	CARQUEST AUTO PARTS*	SUPPLIES 202-311	6607-63708	101.94
	20724	PENCE'S AG REPAIR INC*	TRUCK TEST 202-311	2589	203.00
	20725	CROSS IMPLEMENT INC*	PARTS 202-311	200583	290.34

A20300
08/10/2009

Claims Docket
Expenditure Accounts

Comty Vend-No	Vend-Name	COUNTY HIGHWAY FUND (202-311)	Invoice-Numb	Expense-Amount
20725	CROSS IMPLEMENT INC*	PARTS 202-311	200761	44.55
20780	FLANAGAN IMPLEMENT & SVC*	PARTS 202-311	42543	714.79
0810	THERMO KING QUAD CITIES INC*	PARTS 202-311	165279	108.05
0811	FLINT TRADING INC*	TORCH 202-311	108193	1,990.39
0812	E D ETNYRE & CO*	PLANKS 202-311	391769	1,360.48
0813	JOE'S TOWING & RECOVERY*	TOWING 202-311	P337870	375.00
0813	JOE'S TOWING & RECOVERY*	TOWING 202-311	P337889	375.00
202-311-544-000	NEW EQUIPMENT			
0734	COE EQUIPMENT INC*	SPRAY GUN 202-311	46614	255.32
202-311-544-110	ROAD IMPROVEMENT			
0034	HANSON AGGREGATES INC*	ROCK 202-311	5109926	110.60
0095	AG-LAND FS INC*	PRAMITOL 202-311	67552	86.42
0095	AG-LAND FS INC*	PRAMITOL 202-311	67611	848.10
0095	AG-LAND FS INC*	LP 202-311	68424	49.95
0095	AG-LAND FS INC*	TORDON,KGRASS SEED 202-311	68774	2,086.30
0095	AG-LAND FS INC*	ELECTRA PLUS 202-311	68859	45.90
0325	METZGER*SHAARON	JULY MILEAGE 202-311	809	124.85
0462	TAPCO*	SIGNS 202-311	322579	544.78
0462	TAPCO*	SIGNS 202-311	322688	592.43
0762	QPR*	SAND 202-311	75506	102.27
0762	QPR*	SAND 202-311	75507	221.41
202-311-544-125	DEBT SERVICES- PRINCIPAL			
0495	CATERPILLAR FINANCIAL SERV CORP*	LEASE OCTOBER 202-311	12359347-6	1,026.83
0495	CATERPILLAR FINANCIAL SERV CORP*	LEASE OCTOBER 202-311	2008-10	2,147.37
202-311-533-730	EQUIPMENT MAINTENANCE			
20805	MILLER HEATING & COOLING	FURNACE REPAIR		200.00
TOTAL:				41,295.75
MANUAL TOTAL				200.00
GRAND TOTAL				41,495.75

200.00 check# 1849 08-03-09

Claims Docket
 Expenditure Accounts

Comty	Vend-No	Vend-Name	COUNTY MOTOR FUEL (203-311)	Invoice-Numb	Expense-Amount
	203-311-533-740		HIGHWAY MAINTENANCE		
	20807	AMERICAN ASPHALT SURFACE RECYCLING PARKWAY DRIVE 203-311		373C	9,792.00
				TOTAL:	9,792.00
	203-311-533-740		HIGHWAY MAINTENANCE		
	20806	FAHRNER ASPHALT SEALER	SEC.09-00000-05-GM		68,405.13 check# 1850 08-03-09
	20053	R.A. CULLINAN	SEC.09-00000-01-GM		65,256.00 check# 1875 08-07-09
				MANUAL TOTAL	133,661.13
				GRAND TOTAL	143,453.13

Claims Docket
 Expenditure Accounts

Comty	Vend-No	Vend-Name	TOWNSHIP MOTOR FUEL TAX FUND (204-311)	Invoice-Numb	Expense-Amount
	204-311-544-110	R A CULLINAN & SON INC 2*	ROAD IMPROVEMENT		
	20053	CENTRAL LANDSCAPING*	BOYNTON RD FINAL 204-311	01GM	2,844.55
	20808		BOYNTON RD FINAL 204-311	02GM	2,700.00
				TOTAL:	5,544.55
	204-311-544-110	R.A.CULLINAN	ROAD IMPROVEMENT		
	20053	R.A.CULLINAN	ELM GROVE		1,582.80
	20053	R.A.CULLINAN	SPRING LAKE	1839	07-23-09
	20053	R.A.CULLINAN	MALONE EST.	1818	07-17-09
	20053	R.A.CULLINAN	LITTLE MACKINAW	1819	07-17-09
	20053	R.A.CULLINAN	DILLION	1820	07-17-09
	20735	TAZEWELL COUNTY ASPHALT	FONDULAC	1821	07-17-09
	20053	R.A.CULLINAN	TREMONT	1822	07-17-09
	20053	R.A.CULLINAN	ELM GROVE	1823	07-17-09
	20053	R.A.CULLINAN	SPRING LAKE	1824	07-17-09
	20053	R.A.CULLINAN	SPRING LAKE	1874	08-07-09
				1870	08-07-09

MANUAL TOTAL 319,377.55
 GRAND TOTAL 324,922.10

A20300
08/10/2009

PROCEEDINGS OF THE COUNTY BOARD

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	COUNTY BRIDGE FUND (205-311)	Invoice-Numb	Expense-Amount
	205-311-533-150		ENGINEER CONSULTANT		
	0372	HLR*	MACKINAW RIVER SCOUR 205-311	20090679	8,097.63
	0531	MAURER & STUTZ INC*	FARM CREEK BRIDGE 205-311	23479	3,344.94
	05-311-544-100		BRIDGE CONSTRUCTION		
	0451	FORREST DAVIS CONSTRUCTION INC*	TOWNLINE ROAD FINAL 205-311	7B	7,992.82
	0648	WAYNE LITWILLER EXCAVATING INC*	TILE ALLENTWN/DMCK RDS 205-311	40965	2,138.00
				TOTAL:	<u>21,573.39</u>
	204-311-544-100		BRIDGE CONSTRUCTION		
	20451	FORREST DAVIS CONSTRUCTION	TOWNLINE RD		4,274.76
	20804	MACKINAW TOWNSHIP	KING RD CULVERT		6,272.67
	20804	MACKINAW TOWNSHIP	KING RD CULVERT		9,409.01
	20451	FORREST DAVIS CONSTRUCTION	TOWNLINE RD		21,548.83
	20729	LAVERDIERE CONSTRUCTION	CITY OF WASHINGTON		54,506.82
				MANUAL TOTAL	96,012.09
				GRAND TOTAL	117,585.48

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	MATCHING TAX FUND (206-311)	Invoice-Numb	Expense-Amount
	206-311-544-110	HLR*	ROAD IMPROVEMENT		
	20372	FORREST DAVIS CONSTRUCTION INC*	SPRINGFIELD RD IMPR. 206-311	20090674	1,828.50
	20451	AECOM*	TOWNLINE RD FINAL 206-311	7A	7,992.82
	20645	AECOM*	RT 122 & MACKINAW 206-311	6069101	1,046.57
	20645	AECOM*	TURN LANE RT 9 206-311	6069108	5,048.22
			TOTAL:		<u>15,916.11</u>
	206-311-544-110		ROAD IMPROVEMENT		
	20451	FORREST DAVIS CONSTRUCTION	TOWNLINE RD		21,548.83 check# 1829 07-17-09
	20451	FORREST DAVIS CONSTRUCTION	TOWNLINE RD		4,275.75 check# 1852 08-03-09
			MANUAL TOTAL		25,824.58
			GRAND TOTAL		41,740.69

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	TOWNSHIP ENGINEERING FUND (207-311)	Invoice-Numb	Expense-Amount
	207-311-522-090		MAINTENANCE MATERIALS		
	0809	LANDSCAPING& CONSTRUCTION SOLUTION	LATHE 207-311	12974	1,034.10
	07-311-522-120		ENGINEERING SUPPLIES		
	0196	DELL MARKETING CP 2*	COMPUTRES 207-311	XD9R8D1K3	3,105.60
	0547	STAPLES CREDIT PLAN*	CARTRIDGE 207-311	24597	35.99
	0547	STAPLES CREDIT PLAN*	SOFTWARE 207-311	3523	129.99
	07-311-522-121		FIELD ENGINEER EXPENSE		
	0003	VERIZON WIRELESS*	MONTHLY SVC 207-311	2261583322	486.01
	0235	HAGERTY*MICHAEL	JULY MILEAGE 207-311	809	223.30
	07-311-533-740		HIGHWAY MAINTENANCE		
	0216	PROCTOR FIRST CARE MORTON 2*	DRUG TEST 207-311	3877	80.00
	0216	PROCTOR FIRST CARE MORTON 2*	DRUG TEST 207-311	7235	80.00
	0228	WEST FORK DRAINAGE DISTRICT 2*	ASSESSMENT 207-311	9252-0809	16.88
	07-311-533-910		TRAINING		
	0714	SIDWELL COMPANY*THE	TRAINING 207-311	76816	750.00

TOTAL: 5,941.87

A20300
08/12/2009

ACCOUNTS RECEIVABLE

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*	PHONE LINE CHARGES 208-422	2125664-0809	81.40
	102	AT&T*	PHONE LINE CHARGES 208-422	2991066-0809	32.59
	222	VERIZON NORTH*	PHONE LINE CHARGES 208-422	4773199-0809	41.18
	222	VERIZON NORTH*	PHONE LINE CHARGES 208-422	1002450-0809	41.18
	5411	CENTURYTEL*	LOMG DIST 208-422	304006043-0809	182.52
	208-422-533-210		POSTAGE		
	7050	TREMONT POSTMASTER*	OFFICE POSTAGE 208-422	75	88.00
	08-422-533-300		MILEAGE		
	8	SAAL*STEVE	JULY 09 MILEAGE 208-422	38-0809	253.00
	08-422-533-450		INDIGENT BURIAL		
	53	PRESTON-HANLEY*	INDIGENT BURIAL 208-422	9235	630.00
	08-422-533-930		HOMELESS RENIAL ASS'T GRANT		
	77	STROPES REALTY*	GRANT CONTINUATION 208-422	902	350.00
	7451	OAK LAWN MOBILE ESTATES*	GRANT CONTINUATION 208-422	9005	389.00
	08-422-533-970		EMERGENCY ASSISTANCE		
	77	STROPES REALTY*	PRTL RNTL ASST 208-422	18279	330.00
	77	STROPES REALTY*	PRTL RNTL ASST 208-422	18280	250.00
	77	STROPES REALTY*	PRTL RNTL ASST, 208-422	18303	250.00
	41	RAMSEY*KEVIN E	PRTL RNTL ASST 208-422	18307	250.00
	0510	MAJORS*RICHARD	PRTL RNTL ASST 208-422	18289	330.00
	1499	DION*KARL	PRTL RNTL ASST 208-422	18301	330.00
	5949	WITZIG*GERALD & ANN	PRTL RNTL ASST 208-422	18286	330.00
	8822	GROAT*EVA M	PRTL RNTL ASST 208-422	18288	250.00
	9556	DAVIDSON*DANIEL R	PRTL RNTL ASST, 208-422	18311	250.00
	9928	VANG*CHAO	PRTL RNTL ASST 208-422	18291	250.00
	0669	SHAY*BONNIE	PRTL RNTL ASST, 208-422	18313	250.00
	7452	PRINE*BEVERLY	PRTL RNTL ASST, 208-422	18304	330.00
	71412	DRAFFEN*PHILLIP J	PRTL RNTL ASST 208-422	18290	250.00
	71412	DRAFFEN*PHILLIP J	PRTL RNTL ASST 208-422	18298	250.00
	51820	FRIEND*DAN	PRTL RNTL ASST 208-422	18275	250.00
	72165	VISTA VILLA*	PRTL RNTL ASST 208-422	18283	250.00
	72477	CURTO*STEVE	PRTL RNTL ASST, 208-422	18308	250.00

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	VETERANS ASSISTANCE (208-422)	Invoice-Numb	Expense-Amount
	73196	CARNAHAN*BILL	PRTL RNTL ASST 208-422	18299	250.00
	73896	INGRAM*DOROTHY	PRTL RNTL ASST 208-422	18297	225.00
	777410	STIEGLITZ*GLENN A	PRTL RNTL ASST 208-422	18310	250.00
	77760	COX*RICHARD	PRTL RNTL ASST 208-422	18295	250.00
	79375	BRADLEY*SUE	PRTL RNTL ASST 208-422	18281	330.00
	79715	RITCHIE*DON	PRTL RNTL ASST 208-422	18285	250.00
	79715	RITCHIE*DON	PRTL RNTL ASST 208-422	18293	250.00
	82328	BENASSI*DARREN L	PRTL RNTL ASST 208-422	18292	250.00
	82951	KRUMHOLZ*JOAN & BILL	PRTL RNTL ASST 208-422	18305	250.00
	82951	KRUMHOLZ*JOAN & BILL	PRTL RNTL ASST 208-422	18306	250.00
	84546	PEORIA AREA FOOD BANK*	FOOD PANTRY PURCH 208-422	A011669-1	25.47
	84546	PEORIA AREA FOOD BANK*	FOOD PANTRY PURCH 208-422	A011778-1	37.62
	84546	PEORIA AREA FOOD BANK*	FOOD PANTRY PURCH 208-422	A011886-1	218.27
	86524	RHOADES II*RONALD D	PRTL RNT ASST 208-422	18302	250.00
	87053	PEORIA COUNTY FINANCE*	TAZ PRIN VAN TRANS 208-422	18276	177.75
	87058	FRY*KAREN D	PRTL RNTL ASST 208-422	18278	330.00
	87060	DITTMER*PHYLLIS	PRTL RNTL ASST 208-422	18294	250.00
	87417	DAVIS*MOE	PRTL RNTL ASST 208-422	18300	249.75
	87583	VAN HOUSEN*GENE	PRTL RNTL ASST 208-422	18277	250.00
	89524	ESLINGER*ELOISE	PRTL RNTL ASST 208-422	18296	330.00
	89527	MCCLISTER*LAURA	PRTL RNTL ASST 208-422	18284	250.00
	89528	KELLY*KATHRYN D	PRTL RNTL ASST 208-422	18312	250.00
	89529	KIRK*GINA & MIKE	PRTL RNTL ASST 208-422	18309	250.00
	89837	THOMPSON*DIANA	PRTL RNTL ASST 208-422	18287	250.00
	90243	OPTIMISTIC PROPERTIES*	PRTL RNTL ASST 208-422	18282	250.00

TOTAL: 12,662.73

A20300
08/11/2009

IRZEWELL COUNTY

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	ANIMAL CONTROL (211-411)	Invoice-Numb	Expense-Amount
	111-411-522-010	STAPLES CREDIT PLAN*	OFFICE SUPPLIES		
	532	2 INK CARTRIDGES	211-411	60540	71.78
	111-411-522-040	ATLAS SUPPLY COMPANY*	FEED		
		20 BAGS OIL DRI	211-411	123266	159.00
	111-411-522-050	STATE OF IL DEPT OF AGRICULTURE*	MEDICAL SUPPLIES		
	2480	LAB TESTING	211-411	242875	132.00
	111-411-522-090	ATLAS SUPPLY COMPANY*	MAINTENANCE SUPPLIES		
		MAINT SUPPLIES	211-411	123267	236.80
	111-411-533-160	HERM*DR ART	VETERINARIAN OFFICE SERVICE		
	10	JULY MO SVC	211-411	210-0809	1,742.75
	111-411-533-200	AT&T*	TELEPHONE		
	02	PHONE 309-694-6287		6946287-0809	46.26
	02	PHONE 309Z9910130145	211 411	Z991013-0809	32.59
	22	PHONE 477-2270	211-411	4772270-0809	66.44
	22	PHONE 694-6287	211-411	6946287-0809	111.84
	22	PHONE 925-3370	211-411	9253370-0809	262.04
	411	PHONE 477-2270		304044105-0809	43.45
	111-411-533-210	UNITED STATES POSTAL SERVICE*	POSTAGE		
	0675	JULY POSTAGE	211-411	70675-0809A	1,286.36
	111-411-533-220	T/PCCC			
	17	RADIO SVC	211-411	217-0809	1,031.00
	5892	R600 AVID CHIPS	211-411	261207	3,199.60
	111-411-533-230	ADT SECURITY SERVICES INC*	ALARM SYSTEM		
	6629	ALARM SVC	211-411	96455589	157.11
	211-411-533-600	AMERICAN WATER COMPANY*	GAS, ELECTRIC & WATER		
	7	SVC 211-411		5201369932-0809	166.57
	6	OFFICE WATER	211-411	1233147-0809	13.49
	219	ILLINOIS AMERICAN WATER COMPANY*	WATER 211-411	0902286913-0809	37.82
	211-411-533-700	VEHICLE MAINTENANCE			

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	ANIMAL CONTROL (211-411)	Invoice-Numb	Expense-Amount
	2594	TAZEWELL TOWING INC*	TOW AC-3 211-411	163452	60.00
	77739	CITY OF PEKIN - VEHICLE MAINT	VEHICLE MAINT DEPT JUNE 211-411	77739-0809	930.67
	9265	O'REILLY AUTO PARTS*	OIL FILTERS GREASE 211-411	1262-372111	279.90
	111-411-533-720		BUILDING & GROUNDS MAINTENANCE		
	4	MARKLEY'S PEST ELIMINATION*	MONTHLY SVC 211-411	173583	40.00
	257	TCRC INC*	FLOOR CARE 211-411	012397	40.00
	8160	ANIMAL CONTROL PETTY CASH*	HOSE FITTINGS 211-411	1257-0809	4.58
		G & K SERVICES*	OFFICE RUGS 211-411	1018689863	34.90
	111-411-533-984		TAZ CO VET ASSN		
	886	TAZEWELL COUNTY VET MED ASSOC*	JULY S/N 211-411	JUL09	280.00
	111-411-533-202		CELLULAR TELEPHONE		
	311	VERIZON WIRELESS	CELL PHONE		
	111-411-533-600		GAS, ELECTRIC & WATER		
	8949	SEMPRA ENERGY SOLUTIONS	JUNE SERVICE		
					56.34 check# 1830 07-17-09
					215.30 check# 1831 07-17-09
					271.64
					10,738.59
					MANUAL TOTAL
					GRAND TOTAL
					TOTAL: 10,466.95

Expenditure Accounts

Comty Vend-No	Vend-Name	ECONOMIC DEVELOPMENT GRANT (247-151)	Invoice-Number	Expense-Amount
247-151-533-980	GRANT FUNDING			
90622	MILLENNIA PROFESSIONAL SERVICES OF IL, Ltd		EDC LOAN	148,500.00 check# 1866 08-07-09.
828	EDC OF CENTRAL ILLINOIS		EDC LOAN	1,500.00 check# 1869 08-07-09
			MANUAL TOTAL	150,000.00

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	HEALTH INTER SERVICE (249-914)	Invoice-Numb	Expense-Amount
	249-914-533-101	MUTUAL MEDICAL PLANS INC*	ADMINISTRATION TPA SVC 9/09 249-914	11231-0809	4,186.00
	49-914-533-533	SYMETRA LIFE INSURANCE COMPANY*	EMPLOYEE LIFE INSURANCE EMP LIFE INS 9/09 249-914	10764-0809A	1,780.92
	49-914-533-534	SYMETRA LIFE INSURANCE COMPANY*	VOLUNTARY LIFE VOL LIFE INS 9/09 249-914	10764-0809	799.55
	249-914-533-535	LINA*	VAD&D VOL. AD&D 9/09 249-914	10825-0809	39.80
	49-914-533-611	SYMETRA LIFE INSURANCE COMPANY*	EMPLOYEE STOP LOSS EMP STP LSS 9/09 249-914	10764-0809C	16,634.70
	49-914-533-612	SYMETRA LIFE INSURANCE COMPANY*	DEPENDENT STOP LOSS DEP STP LSS 9/09 249-914	10764-0809D	14,598.10
	49-914-533-613	SYMETRA LIFE INSURANCE COMPANY*	AGGREGATE STOP LOSS AGGREGATE ST LSS 9/09 249-914	10764-0809B	1,929.20
	49-914-533-531	MUTUAL MEDICAL	CLAIMS JULY CLAIMS		155,693.89
	49-914-533-101	TASC	ADMINISTRATION FDTU TERM. EMPLOYEE TRUE-UP		851.25
				TOTAL:	39,968.27
				MANUAL TOTAL	156,545.14
				GRAND TOTAL	196,513.41

851.25 check# 1872 08-07-09

PROCEEDINGS OF THE COUNTY BOARD MEETING HELD ON THE 23RD DAY OF JULY, 2009

A20300
08/11/2009

TAZEWELL COUNTY

Claims Docket
Expenditure Accounts

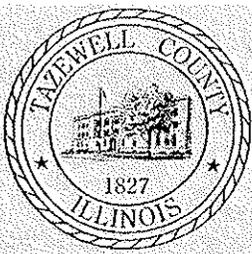
Comty Vend-No	Vend-Name	SOLID WASTE (254-112)	Invoice-Numb	Expense-Amount
254-112-511-240 00000	TAZEWELL COUNTY HEALTH DEPT SW*	HEALTH INSURANCE HOSPITALIZATION 254-112	01-0809	3,032.98
54-112-522-020 00000	TAZEWELL COUNTY HEALTH DEPT SW*	EDUCATIONAL MATERIALS PROGRAM SUPPLIES 254-112	02-0809	307.07
54-112-533-000 00000	TAZEWELL COUNTY HEALTH DEPT SW*	CONTRACTUAL SERVICE CONTRACTUAL 254-112	03-0809	76.38
54-112-533-001 50	MIDLAND PAPER*	RECYCLING LANDFILL DUMP FEE 254-112	42908	300.00
54-112-533-210 00000	TAZEWELL COUNTY HEALTH DEPT SW*	POSTAGE POSTAGE 254-112	04-0809	20.75
54-112-533-300 00000	TAZEWELL COUNTY HEALTH DEPT SW*	MILEAGE MILEAGE 254-112	05-0809	495.93
TOTAL:				<u>4,233.11</u>

A20300
08/12/2009

DOVER COUNTY

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	COURT SERVICES GRANT FUND (262-231)	Invoice-Numb	Expense-Amount
	262-231-533-000		CONTRACTUAL SERVICES		
	67002	PF DOVER COUNSELING LLC*	SALARIES 262-231	67002-0809	10,022.16
				TOTAL:	<u>10,022.16</u>



TAZEWELL COUNTY BOARD

SEPTEMBER 2009 CALENDAR OF MEETINGS

ZONING BOARD OF APPEALS (Toevs)	Tues., Sept. 1 6:00 p.m. - JCCR	Antonini, Crawford, Hahn, Hillegonds, Meisinger, Palmer, Stanford, Sundell
LABOR DAY (Holiday)	Mon., Sept. 7	
LAND USE (Hillegonds)	Tues., Sept. 8 5:00 p.m. - MK Bldg	Crawford, Antonini, Hahn, Meisinger, Palmer, Stanford, Sundell
INSURANCE REVIEW (Zimmerman)	Thurs., Sept. 10 3:00 p.m. - MK Bldg	Carius, Antonini, Godby, Johnson, McKinney, Neuhauser, Norman, Seward, Stanton, Young
HEALTH SERVICES (Harris)	Thurs., Sept. 10 5:30 p.m. - TCHD	Sundell, Antonini, B. Grimm, D. Grimm Hahn, Hillegonds, Sinn
WE-CARE TRANSPORTATION (Thompson)	Mon., Sept. 14 4:30 p.m. - Morton	Carius
PERSONS WITH DEVELOP DISABILITIES (Meehan)	No Meeting in Sept.	Martin, Palmer (Hale, Best, Doan, Weigle, Kruse, Heinhold - Attendees
ETSB BOARD	Wed., Sept. 16 9:00 a.m. - JCCR	Unsicker
EMERGENCY PREPAREDNESS (Cook/Tippey)	Thurs., Sept. 17 2:00 p.m. - MK Bldg.	ATTENDEES
TRI-COUNTY REGIONAL (EXECUTIVE)	Thurs., Sept. 17 4:00 p.m. - Peoria	Grimm, Klopfenstein, Koch
TRANSPORTATION (Sinn)	Mon., Sept. 21 8:00 a.m. - Tremont	Donahue, Ackerman, Berardi, Carius, Palmer, Stanford, Von Boeckman
FINANCE (Neuhauser)	Tues., Sept. 22 3:30 p.m. - JC	Carius, Crawford, Donahue, Grimm, Harris, Hobson, Imig, Meisinger, Vanderheydt, Von Boeckman
HUMAN RESOURCES (Hobson)	Tues., Sept. 22 Immediately After Finance - JC	Carius, Crawford, Donahue, Grimm, Harris, Imig, Meisinger, Neuhauser Vanderheydt, Von Boeckman
PROPERTY (Imig)	Tues., Sept. 22 5:00 p.m.	D. Grimm, Ackerman, Berardi, B. Grimm, Hobson, Neuhauser, Vanderheydt
RISK MANAGEMENT (Zimmerman)	Wed., Sept. 23 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., Sept. 23
Immediately After
Risk Mgmt – MK Bldg

Carius, Crawford, Donahue, Grimm,
Harris, Hillegonds, Hobson, Imig,
Neuhauser, Sinn, Von Boeckman

TRI-COUNTY REGIONAL PLANNING
(Koch)

Thurs., Sept. 24
5:30 p.m. – Peoria

Crawford, Grimm, Hillegonds,
Klopfenstein, Sundell, Zimmerman

PEKIN LANDFILL TOUR
(All County Board Members Invited)

Thurs., Sept. 24

Please contact Ray Corey
309/925-5511, ext. 226

BOARD OF HEALTH
(Bowen)

Mon., Sept. 28
6:30 p.m. – TCHD

Harris

COUNTY BOARD

Wed., Sept. 30
6:00 p.m. – JCCR

ALL COUNTY BOARD MEMBERS

BOARD RECESSED AT 7:01 P.M. NEXT MEETING WILL BE HELD ON SEPTEMBER 30, 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 AUGUST 26, 2009 AT 6:00 P.M. THE ORIGINALS OF WHICH ARE IN MY CUSTODY IN MY OFFICE AND THAT I AM THE LEGAL CUSTODIAN OF THE SAME.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY HAND AND AFFIXED THE SEAL OF THE SAID COUNTY AT MY OFFICE IN PEKIN, ILLINOIS
THIS 26TH DAY OF AUGUST, 2009.