

COUNTY OF TAZEWELL, ILLINOIS

COUNTY BOARD PROCEEDINGS

JANUARY 30, 2013



DAVID ZIMMERMAN, COUNTY BOARD CHAIRMAN

CHRISTIE A. WEBB, COUNTY CLERK

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Proceedings of the Tazewell County Board of Tazewell County, Illinois were held in the Justice Center Community Room in the City of Pekin on Wednesday, January 30, 2013.

Board members were called to order at 6:05 p.m. By Chairman David Zimmerman presiding with the following members present: Ackerman, Connett, Crawford, Donahue, B. Grimm, D. Grimm, Graff, Hahn, Harris, Imig, Meisinger, Neuhauser, Palmer, Proehl, Rinehart, Sinn, Stanford, Sundell, Vanderheydt & VonBoeckman.

Absent: Hillegonds.

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

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Executive Committee In Place Meeting at 6:07 P.M. Executive Committee In Place Meeting Adjourned at 6:09 P.M.

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Presentation of Employee Service awards. Chairman Zimmerman & Vice Chairman Neuhauser presented service awards to 39 employees/Board Members.

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Motion by member Vanderheydt, Second by member Meisinger to approve October 31, 2012 County Board Proceedings, the October 31, 2012 Final Budget meeting, the November 15, 2012 County Board Proceedings and the December 03, 2012 Reorganization meeting. Motion carried by Voice Vote.

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Property Committee In Place Meeting at 6:25 P.M. Property Committee In Place Meeting adjourned at 6:26 P.M.

Human Resources Committee In Place Meeting at 6:26 P.M.  
Human Resources Committee In Place Meeting adjourned at  
6:27 P.M.

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Risk Management Committee In Place Meeting at 6:27 P.M. Risk  
Management Committee In Place Meeting adjourned at 7:08  
P.M.

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Motion by member Graff, Second by member Rinehart to  
Approve Consent Agenda 1-38. Pulling 23, 24, 30, 33. Motion  
carried by Voice Vote.

**AN ORDINANCE AMENDING TITLE 7,  
CHAPTER 1, ZONING-CODE OF TAZEWELL COUNTY  
ON PETITION OF JOHN P. WEBB**

(Zoning Board Case No. 13-01-Z)

**WHEREAS**, a petition has been filed with the County Clerk of Tazewell County, Illinois, By John P. Webb for an Amendment to the Official Zoning Maps of Tazewell County to change the Zoning Classification of property from an A-1 Agriculture Preservation District to a R-R Rural Residential Zoning District; and

**WHEREAS**, a public hearing on said application designated as Zoning Board Case No. 13-01-Z as held by the Tazewell County Zoning Board of Appeals on January 2, 2013, following due publication of notice of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to the County Board recommending approval; and

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

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

*POSITIVE.* The proposed amendment shall not be detrimental to the orderly development of Tazewell County as it is consistent with the Future Land Use Map for Tazewell County, which shows the subject area on the border of the R-R / A-2 districts.

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

*POSITIVE.* At this time, the proposed zoning amendment possesses no foreseeable danger or risk to the public health, safety, morals or general welfare of Tazewell County or its residents.

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

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

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

*POSITIVE.* The proposed amendment will allow and encourage single family residential development adjacent to existing single family residential homes. From a planning perspective it is always preferred to develop property contiguous to existing development instead of practicing "leapfrog" development.

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

*POSITIVE.* Per the applicant, the property in question is not suitable for the uses permitted under the existing zoning classification given the highly erodible and sloping ground.

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

*POSITIVE.* The property in question is suitable for the uses permitted under the proposed zoning classification given the consistency with other nearby parcels being utilized for residential purposes.

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

*POSITIVE.* Per the applicant, the trend of nearby development is compatible with the R-R zoning designation as detailed in the Tazewell County Future Land Use Map.

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

*POSITIVE.* The area has transitioned into a Rural Residential Nature.

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

*POSITIVE.* The proposed zoning map amendment is not within 1.5 miles of a municipality with an adopted Comprehensive Plan.

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

*POSITIVE.* The relative gain to the public should the subject site remain A-1 is negligible as compared to the hardship imposed upon the individual property owner should this rezoning request be denied.

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

*POSITIVE.* The proposed zoning map amendment is consistent with the goals, objectives, and policies of the Tazewell County Comprehensive Plan listed below:

- Provide sufficient land to accommodate new residents and businesses in accordance with the Comprehensive Plan.
- Locate new development contiguous to existing development to aid police and fire protection.

- o Locate new residential development along local roads to facilitate efficient travel and maintain public safety.
- o Avoid leapfrog development and isolated land development to preserve contiguous tracts of productive agricultural land.
- o Locate new residential development in rural areas close to roadways to preserve contiguous tracts of farmland.
- o Minimize conflict between land uses.

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

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

**SECTION I.** The petition of John P. Webb for an Amendment to the Official Zoning Maps of Tazewell County to change the Zoning Classification of property from an A-1 Agriculture Preservation District to a R-R Rural Residential Zoning District for the following described property:

P.I.N. 11-11-30-100-013; an approximate 43.25 acre parcel located in part of the West Half of the Northwest Quarter of Section 30, Township 24 North, Range 4 West of the Third Principal Meridian, Elm Grove Township, Tazewell County, Illinois;

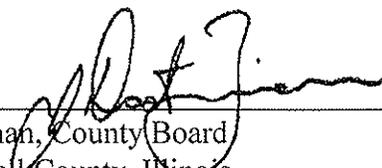
located at 17273 Red Shale Hill Road, Pekin, Illinois.

is hereby granted.

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

**PASSED AND ADOPTED** this 30<sup>th</sup> day of Jan, 2013.

Ayes 19 Nays 0 Absent 1

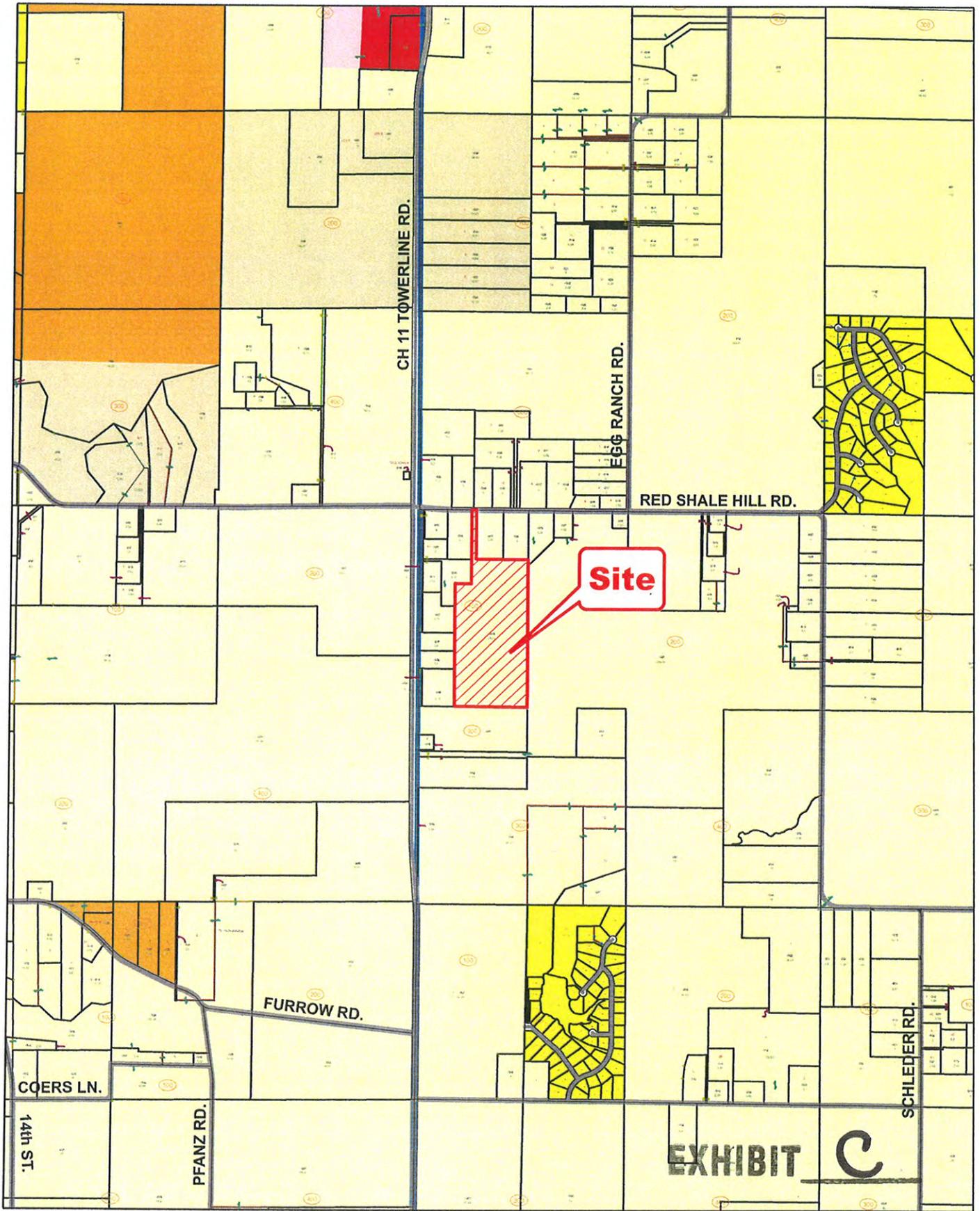
  
 \_\_\_\_\_  
 Chairman, County Board  
 Tazewell County, Illinois

**ATTEST:**

  
 \_\_\_\_\_  
 County Clerk  
 Tazewell County, Illinois





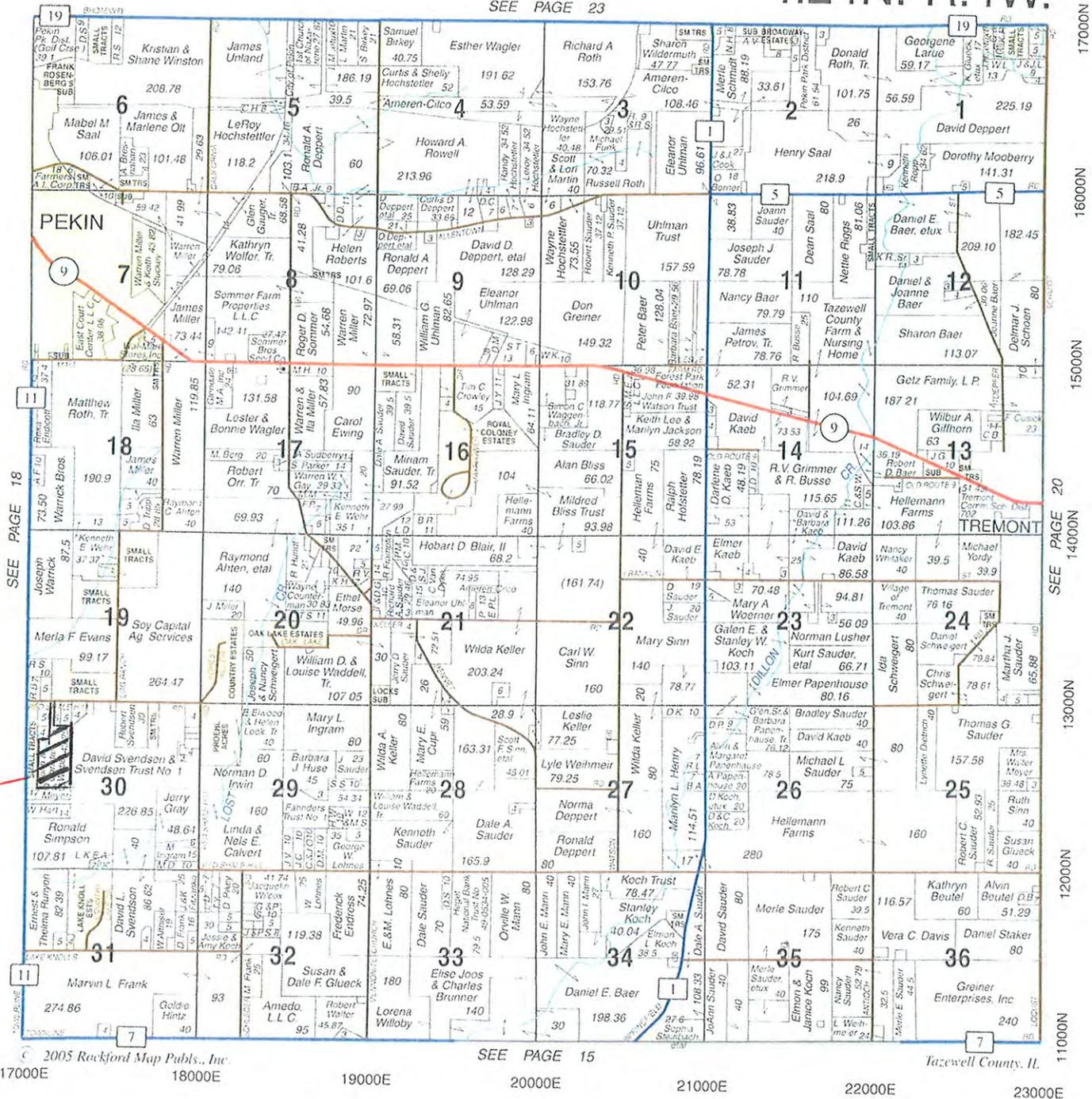


Zoning Districts					
	A-1		CITY		R-1
	A-2		CONS		R-2
	C-1		I-1		R-R
	C-2		I-2		MULTI-ZONE
	AG Area				

# ELM GROVE

# T.24N.-R.4W.

SEE PAGE 23

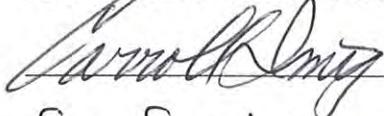


SITE

## EXHIBIT D

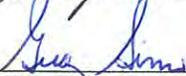
Mr. Chairman and Members of the Tazewell County Board:

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



Sue Sundell





FA



**RESOLUTION**

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

WHEREAS, the County consider the payment by the City of Pekin to the County in the sum of \$45,046.00; and

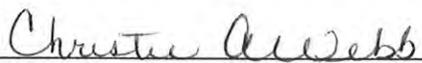
WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2013.

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

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

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

  
County Clerk

  
County Board Chairman

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1st day of JANUARY 2013, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and CITY OF PEKIN, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$ 45,046.00, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including the weekends, but excepting regularly scheduled County Holidays.
2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00 p.m. and 8:00 a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, the County shall attempt to pick up animals running at large both day and night on an **emergency basis only**. For the purpose of this Contract, an emergency shall be deemed to exist only in those instances where the call involves a bite case or dangerous animal. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (477-2270 or 925-3370). Responses to night calls and emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.
3. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning animals running at large within the corporate limits of the Municipality.
4. The County shall make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours. The Warden making the patrol will attempt to notify an authority within the Municipality prior to making such a patrol.
5. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
6. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
7. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
8. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag

capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.

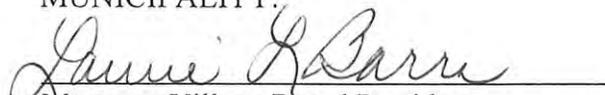
9. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
10. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
11. This Agreement shall become effective on the 1 day of JANUARY 2013, \_\_\_\_\_, and shall be in full force and effect for a period of one (1) year.
12. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
14. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
15. This contract may not be assigned by either party without the written consent of the other party.
16. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
17. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
18. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

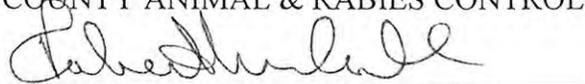
Passed this \_\_\_\_\_ day of \_\_\_\_\_

  
Tazewell County Board Chairman

ATTEST:

  
Tazewell County Clerk

MUNICIPALITY:  
  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:  
  
Director

ANNUAL AMOUNT: \$ 45,046.00

MONTHLY AMOUNT \$ 3,753.84

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1st day of JANUARY 2013, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and CITY OF PEKIN, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$45,046.00, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including the weekends, but excepting regularly scheduled County Holidays.
2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00 p.m. and 8:00 a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, the County shall attempt to pick up animals running at large both day and night on an **emergency basis only**. For the purpose of this Contract, an emergency shall be deemed to exist only in those instances where the call involves a bite case or dangerous animal. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (477-2270 or 925-3370). Responses to night calls and emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.
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4. The County shall make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours. The Warden making the patrol will attempt to notify an authority within the Municipality prior to making such a patrol.
5. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
6. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
7. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
8. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag

capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.

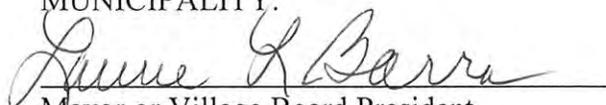
9. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
10. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
11. This Agreement shall become effective on the 1 day of JANURY 2013, \_\_\_\_\_, and shall be in full force and effect for a period of one (1) year.
12. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
14. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
15. This contract may not be assigned by either party without the written consent of the other party.
16. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
17. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
18. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

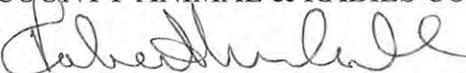
Passed this \_\_\_\_\_ day of \_\_\_\_\_

  
Tazewell County Board Chairman

ATTEST:

  
Tazewell County Clerk

MUNICIPALITY:  
  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:  
  
Director

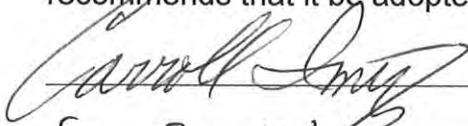
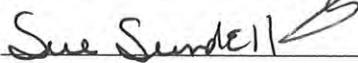
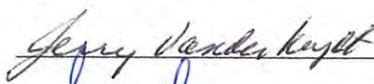
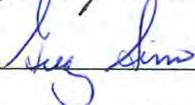
ANNUAL AMOUNT: \$ 45,046.00

MONTHLY AMOUNT \$ 3,753.84

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

	_____
	_____
	_____
	_____
	_____
	

**RESOLUTION**

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

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

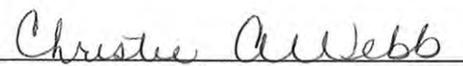
WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2013.

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

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

PASSED THIS 30th DAY OF JANUARY, 2013

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1st day of JANUARY 2013, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and VILLAGE OF ARMINGTON\_\_, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

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

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including the weekends, but excepting regularly scheduled County Holidays.
2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00 p.m. and 8:00 a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, the County shall attempt to pick up animals running at large both day and night on an **emergency basis only**. For the purpose of this Contract, an emergency shall be deemed to exist only in those instances where the call involves a bite case or dangerous animal. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (477-2270 or 925-3370). Responses to night calls and emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.
3. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning animals running at large within the corporate limits of the Municipality.
4. The County shall make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours. The Warden making the patrol will attempt to notify an authority within the Municipality prior to making such a patrol.
5. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
6. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
7. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
8. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag

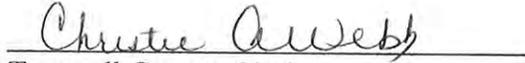
capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.

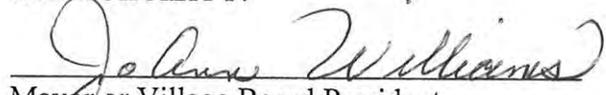
9. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
10. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
11. This Agreement shall become effective on the 1 day of JANUARY 2013, and shall be in full force and effect for a period of one (1) year.
12. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
14. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
15. This contract may not be assigned by either party without the written consent of the other party.
16. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
17. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
18. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

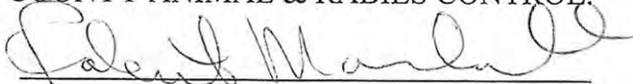
Passed this 5<sup>th</sup> day of December, 2012

  
Tazewell County Board Chairman

ATTEST:

  
Tazewell County Clerk

MUNICIPALITY:  
  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:  
  
Director

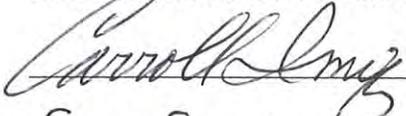
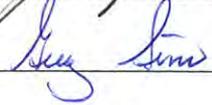
ANNUAL AMOUNT: \$ 425.00

MONTHLY AMOUNT \$ 35.42 \_\_\_\_\_

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

	_____
Sue Sundell	_____
	_____
	_____
	

**RESOLUTION**

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

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

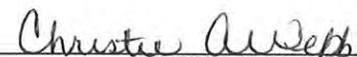
WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2013.

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

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

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

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

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

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this \_\_\_\_1st\_\_\_\_ day of, JANUARY 2013 \_\_\_\_, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as “County”) and CITY OF DELAVAN \_\_\_\_, a unit of local government of the State of Illinois (hereinafter referred to as “Municipality”), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

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

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including the weekends, but excepting regularly scheduled County Holidays.
2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00 p.m. and 8:00 a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, the County shall attempt to pick up animals running at large both day and night on an **emergency basis only**. For the purpose of this Contract, an emergency shall be deemed to exist only in those instances where the call involves a bite case or dangerous animal. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff’s Department (346-4141) or the Tazewell County Animal & Rabies Control facility (477-2270 or 925-3370). Responses to night calls and emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.
3. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning animals running at large within the corporate limits of the Municipality.
4. The County shall make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours. The Warden making the patrol will attempt to notify an authority within the Municipality prior to making such a patrol.
5. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
6. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
7. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
8. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag

capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.

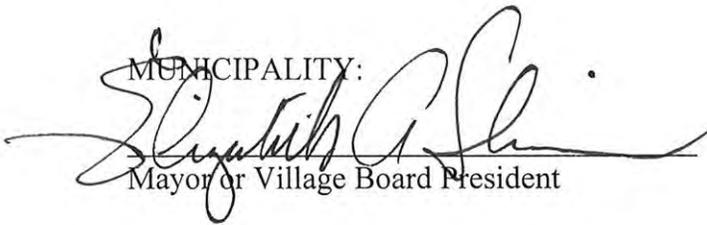
9. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
10. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
11. This Agreement shall become effective on the 1 day of JANUARY 2013 \_\_\_\_\_, \_\_\_\_\_, and shall be in full force and effect for a period of one (1) year.
12. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
14. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
15. This contract may not be assigned by either party without the written consent of the other party.
16. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
17. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
18. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

Passed this \_\_\_\_\_ day of \_\_\_\_\_

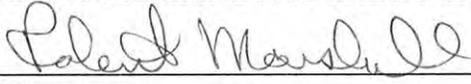
  
Tazewell County Board Chairman

ATTEST:

  
Tazewell County Clerk

MUNICIPALITY:  
  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

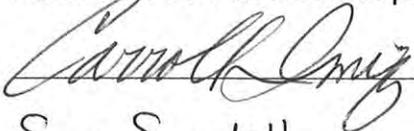
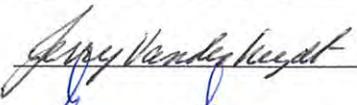
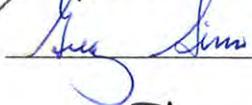
  
Director

ANNUAL AMOUNT: \$ 2,097.00

MONTHLY AMOUNT \$ 174.75 \_\_\_\_\_

Mr. Chairman and Members of the Tazewell County Board:

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

	_____
	_____
	_____
	_____
	_____
	

**RESOLUTION**

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

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

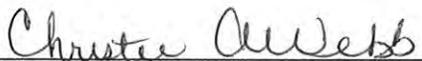
WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2013.

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

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

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

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

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

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this \_\_\_\_1st\_\_\_\_ day of, JANUARY 2013 \_\_\_\_, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and VILLAGE OF MACKINAW\_\_\_\_\_, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

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

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including the weekends, but excepting regularly scheduled County Holidays.
2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00 p.m. and 8:00 a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, the County shall attempt to pick up animals running at large both day and night on an **emergency basis only**. For the purpose of this Contract, an emergency shall be deemed to exist only in those instances where the call involves a bite case or dangerous animal. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (477-2270 or 925-3370). Responses to night calls and emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.
3. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning animals running at large within the corporate limits of the Municipality.
4. The County shall make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours. The Warden making the patrol will attempt to notify an authority within the Municipality prior to making such a patrol.
5. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
6. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
7. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
8. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag

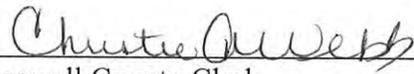
capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.

9. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
10. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
11. This Agreement shall become effective on the 1 day of JANURY 2013, \_\_\_\_\_, and shall be in full force and effect for a period of one (1) year.
12. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
14. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
15. This contract may not be assigned by either party without the written consent of the other party.
16. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
17. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
18. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

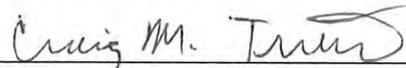
PASSED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

  
Tazewell County Board Chairman

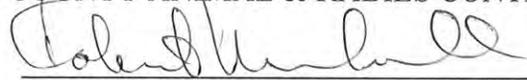
ATTEST:

  
Tazewell County Clerk

MUNICIPALITY:

 11/26/12  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

  
Director

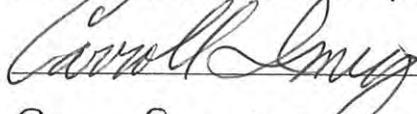
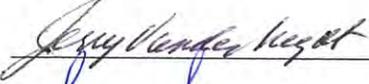
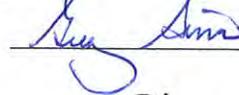
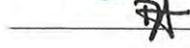
ANNUAL AMOUNT: \$ 1,674.00

MONTHLY AMOUNT \$ 139.50 \_\_\_\_\_

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

	_____
	_____
	_____
	_____
	_____
	

**RESOLUTION**

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

WHEREAS, the County consider the payment by the Village of South Pekin to the County in the sum of \$1,477.00; and

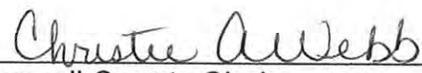
WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2013.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Director of Animal Control, Richard Huse, Village Board President, 209 W. Main Street, P.O. Box 10, South Pekin, IL 61564 and the Auditor of this action.

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

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

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

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this \_\_\_\_1st\_\_\_\_ day of ,JANUARY 2013\_\_\_\_, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as “County”) and VILLAGE OF SOUTH PEKIN\_\_\_\_\_, a unit of local government of the State of Illinois (hereinafter referred to as “Municipality”), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$ 1,477.00 , County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including the weekends, but excepting regularly scheduled County Holidays.
2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00 p.m. and 8:00 a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, the County shall attempt to pick up animals running at large both day and night on an **emergency basis only**. For the purpose of this Contract, an emergency shall be deemed to exist only in those instances where the call involves a bite case or dangerous animal. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff’s Department (346-4141) or the Tazewell County Animal & Rabies Control facility (477-2270 or 925-3370). Responses to night calls and emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.
3. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning animals running at large within the corporate limits of the Municipality.
4. The County shall make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours. The Warden making the patrol will attempt to notify an authority within the Municipality prior to making such a patrol.
5. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
6. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
7. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
8. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag

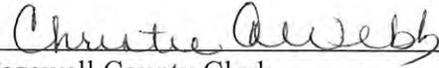
capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.

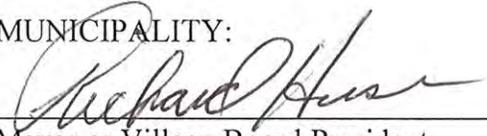
9. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
10. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
11. This Agreement shall become effective on the 1 day of JANURY 2013, \_\_\_\_\_, and shall be in full force and effect for a period of one (1) year.
12. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
14. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
15. This contract may not be assigned by either party without the written consent of the other party.
16. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
17. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
18. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this 10 day of Dec, 2012.

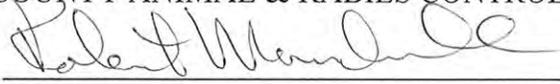
  
Tazewell County Board Chairman

ATTEST:

  
Tazewell County Clerk

MUNICIPALITY:  
  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

  
Director

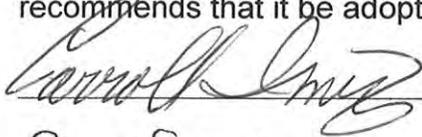
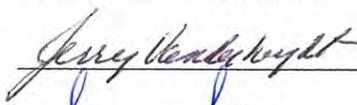
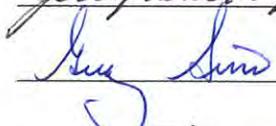
ANNUAL AMOUNT: \$ 1,477.00

MONTHLY AMOUNT \$ 123.09 \_\_\_\_\_

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

	_____
Sue Sundell	_____
	_____
	_____
	_____
	

**RESOLUTION**

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

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

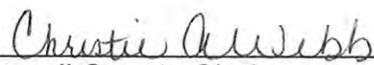
WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2013.

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

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

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

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

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

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this \_\_\_\_ 1st \_\_\_\_ day of ,JANUARY 2013 \_\_\_\_, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and VILLAGE OF GREEN VALLEY \_\_\_\_\_, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$ 838.00 \_\_\_\_, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including the weekends, but excepting regularly scheduled County Holidays.
2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00 p.m. and 8:00 a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, the County shall attempt to pick up animals running at large both day and night on an **emergency basis only**. For the purpose of this Contract, an emergency shall be deemed to exist only in those instances where the call involves a bite case or dangerous animal. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (477-2270 or 925-3370). Responses to night calls and emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.
3. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning animals running at large within the corporate limits of the Municipality.
4. The County shall make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours. The Warden making the patrol will attempt to notify an authority within the Municipality prior to making such a patrol.
5. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
6. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
7. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
8. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag

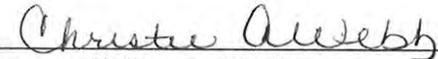
capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.

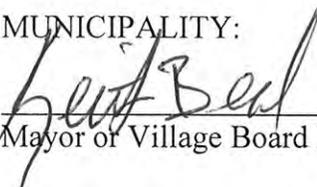
9. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
10. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
11. This Agreement shall become effective on the 1 day of JANURY 2013, \_\_\_\_\_, and shall be in full force and effect for a period of one (1) year.
12. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
14. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
15. This contract may not be assigned by either party without the written consent of the other party.
16. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
17. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
18. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

  
Tazewell County Board Chairman

ATTEST:

  
Tazewell County Clerk

MUNICIPALITY:  
  
Mayor of Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

  
Director

ANNUAL AMOUNT: \$ 838.00  
~~883.00~~

MONTHLY AMOUNT \$ 69.84

Mr. Chairman and Members of the Tazewell County Board:

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

*Carroll Smug*  
\_\_\_\_\_

*Seve Sundell*  
\_\_\_\_\_

*Greg Vanderschuer*  
\_\_\_\_\_

*Greg [unclear]*  
\_\_\_\_\_

*[initials]*  
\_\_\_\_\_

*[Signature]*  
\_\_\_\_\_

**RESOLUTION**

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

WHEREAS, the County consider the payment by the Village of North Pekin to the County the sum of \$1,808.00; and

WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2013.

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

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

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

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

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

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this \_\_\_\_ 1st \_\_\_\_ day of ,JANUARY 2013 \_\_\_\_, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and VILLAGE OF NORTH PEKIN \_\_\_\_\_, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$ 1,808.00 \_\_\_\_, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including the weekends, but excepting regularly scheduled County Holidays.
2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00 p.m. and 8:00 a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, the County shall attempt to pick up animals running at large both day and night on an **emergency basis only**. For the purpose of this Contract, an emergency shall be deemed to exist only in those instances where the call involves a bite case or dangerous animal. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (477-2270 or 925-3370). Responses to night calls and emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.
3. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning animals running at large within the corporate limits of the Municipality.
4. The County shall make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours. The Warden making the patrol will attempt to notify an authority within the Municipality prior to making such a patrol.
5. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
6. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
7. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
8. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag

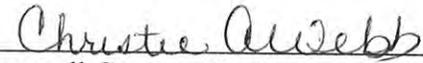
capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.

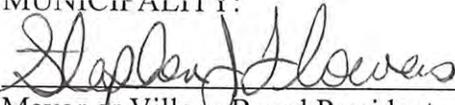
9. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
10. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
11. This Agreement shall become effective on the 1 day of JANURY 2013, and shall be in full force and effect for a period of one (1) year.
12. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
14. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
15. This contract may not be assigned by either party without the written consent of the other party.
16. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
17. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
18. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_.

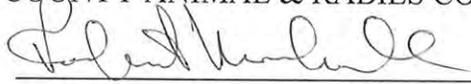
  
\_\_\_\_\_  
Tazewell County Board Chairman

ATTEST:

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

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

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

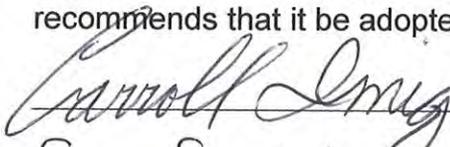
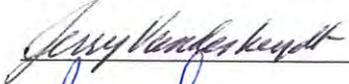
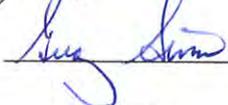
  
\_\_\_\_\_  
Director

ANNUAL AMOUNT: \$ 1,808.00

MONTHLY AMOUNT \$ 150.67 \_\_\_\_\_

Mr. Chairman and Members of the Tazewell County Board:

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

	_____
	_____
	_____
	_____
	_____
	

RESOLUTION

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

WHEREAS, the County consider the payment by the City of Washington to the County the sum of \$13,360.00; and

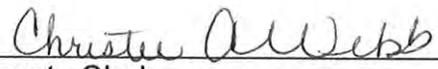
WHEREAS, the County agrees to provide the Animal and Rabies Control Services through the Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2013.

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

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

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

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

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

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this \_\_\_\_ 1st \_\_\_\_ day of, JANUARY 2013 \_\_\_\_, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and CITY OF WASHINGTON \_\_\_\_, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$ 13,360 \_\_\_\_, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including the weekends, but excepting regularly scheduled County Holidays.
2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00 p.m. and 8:00 a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, the County shall attempt to pick up animals running at large both day and night on an **emergency basis only**. For the purpose of this Contract, an emergency shall be deemed to exist only in those instances where the call involves a bite case or dangerous animal. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (477-2270 or 925-3370). Responses to night calls and emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.
3. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning animals running at large within the corporate limits of the Municipality.
4. The County shall make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours. The Warden making the patrol will attempt to notify an authority within the Municipality prior to making such a patrol.
5. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
6. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
7. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
8. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag

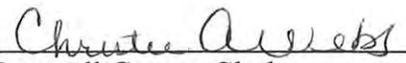
capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.

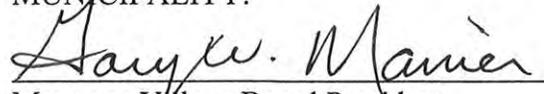
9. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
10. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
11. This Agreement shall become effective on the 1 day of JANURY 2013, \_\_\_\_\_, and shall be in full force and effect for a period of one (1) year.
12. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
14. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
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16. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
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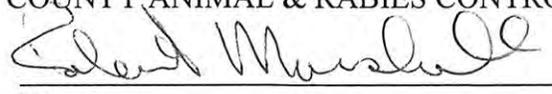
Passed this \_\_\_\_\_ day of \_\_\_\_\_

  
Tazewell County Board Chairman

ATTEST:

  
Tazewell County Clerk

MUNICIPALITY:  
  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:  
  
Director

ANNUAL AMOUNT: \$ 13,360.00

MONTHLY AMOUNT \$ 1,113.34\_\_

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this \_\_\_\_1st\_\_\_\_ day of ,JANUARY 2013\_\_\_\_, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as “County”) and CITY OF WASHINGTON\_\_\_\_, a unit of local government of the State of Illinois (hereinafter referred to as “Municipality”), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$ 13,360\_\_\_\_, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

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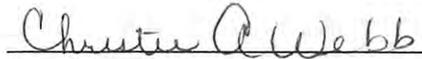
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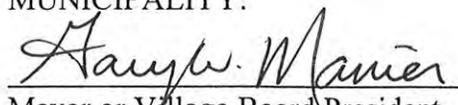
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10. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
11. This Agreement shall become effective on the 1 day of JANURY 2013, and shall be in full force and effect for a period of one (1) year.
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13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
14. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
15. This contract may not be assigned by either party without the written consent of the other party.
16. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
17. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
18. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

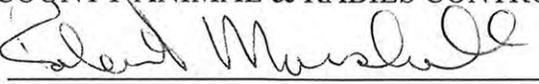
Passed this \_\_\_\_\_ day of \_\_\_\_\_

  
Tazewell County Board Chairman

ATTEST:

  
Tazewell County Clerk

MUNICIPALITY:  
  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:  
  
Director

ANNUAL AMOUNT: \$ 13,360.00

MONTHLY AMOUNT \$ 1,113.34\_\_

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1st day of JANUARY 2013, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and CITY OF WASHINGTON\_\_\_\_\_, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$ 13,360, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including the weekends, but excepting regularly scheduled County Holidays.
2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00 p.m. and 8:00 a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, the County shall attempt to pick up animals running at large both day and night on an **emergency basis only**. For the purpose of this Contract, an emergency shall be deemed to exist only in those instances where the call involves a bite case or dangerous animal. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (477-2270 or 925-3370). Responses to night calls and emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.
3. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning animals running at large within the corporate limits of the Municipality.
4. The County shall make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours. The Warden making the patrol will attempt to notify an authority within the Municipality prior to making such a patrol.
5. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
6. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
7. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
8. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag

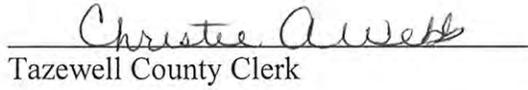
capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.

9. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
10. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
11. This Agreement shall become effective on the 1 day of JANURY 2013, \_\_\_\_\_, and shall be in full force and effect for a period of one (1) year.
12. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
14. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
15. This contract may not be assigned by either party without the written consent of the other party.
16. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
17. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
18. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

Passed this \_\_\_\_\_ day of \_\_\_\_\_

  
Tazewell County Board Chairman

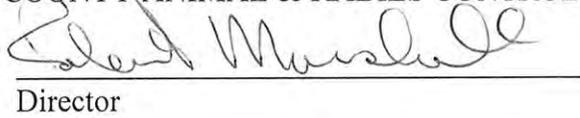
ATTEST:

  
Tazewell County Clerk

MUNICIPALITY:

  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

  
Director

ANNUAL AMOUNT: \$ 13,360.00

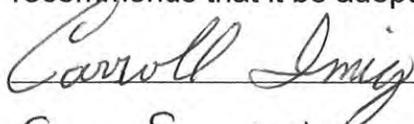
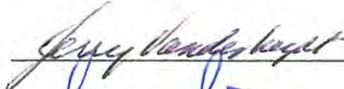
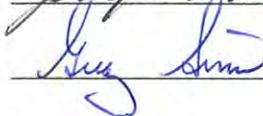
MONTHLY AMOUNT \$ 1,113.34\_\_

THERE WILL BE NO INCREASE IN YOUR  
CONTRACT FOR 2013

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

	_____
	_____
	_____
	_____
	_____
	

**RESOLUTION**

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

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

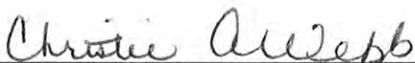
WHEREAS, the County agrees to provide the Animal and Rabies Control Services through The Tazewell County Animal & Rabies Control Department, its Administrator, Director, Deputies, and Agents effective January 1, 2013.

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

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

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

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

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

Exhibit A

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1st day of JANUARY 2013, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and CITY OF EAST PEORIA \_\_\_\_\_, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

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

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including the weekends, but excepting regularly scheduled County Holidays.
2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00 p.m. and 8:00 a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, the County shall attempt to pick up animals running at large both day and night on an **emergency basis only**. For the purpose of this Contract, an emergency shall be deemed to exist only in those instances where the call involves a bite case or dangerous animal. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (477-2270 or 925-3370). Responses to night calls and emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.
3. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning animals running at large within the corporate limits of the Municipality.
4. The County shall make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours. The Warden making the patrol will attempt to notify an authority within the Municipality prior to making such a patrol.
5. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
6. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
7. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
8. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag

INTERGOVERNMENTAL AGREEMENT  
FOR  
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this \_\_\_\_1st\_\_\_\_ day of, JANUARY 2013 \_\_\_\_, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and CITY OF EAST PEORIA\_\_\_\_\_, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

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

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including the weekends, but excepting regularly scheduled County Holidays.
2. The County shall attempt to pick up animals running at large on an emergency basis only between the hours of 4:00 p.m. and 8:00 a.m. the next morning on the basis of seven (7) days a week, including weekends. With respect to regularly scheduled County Holidays, the County shall attempt to pick up animals running at large both day and night on an **emergency basis only**. For the purpose of this Contract, an emergency shall be deemed to exist only in those instances where the call involves a bite case or dangerous animal. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (477-2270 or 925-3370). Responses to night calls and emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.
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7. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
8. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag

capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.

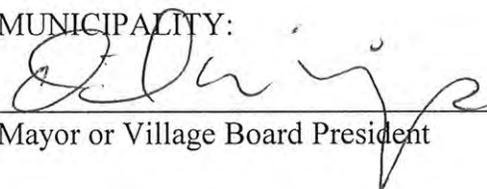
9. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
10. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
11. This Agreement shall become effective on the 1 day of JANURY 2013, \_\_\_\_\_, and shall be in full force and effect for a period of one (1) year.
12. This contract shall be governed by the interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
13. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
14. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
15. This contract may not be assigned by either party without the written consent of the other party.
16. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
17. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
18. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

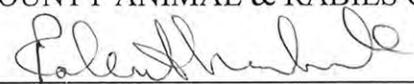
Passed this \_\_\_\_\_ day of \_\_\_\_\_

  
Tazewell County Board Chairman

ATTEST:

  
Tazewell County Clerk

MUNICIPALITY:  
  
Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:  
  
Director

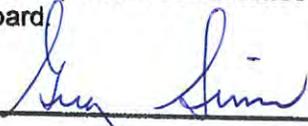
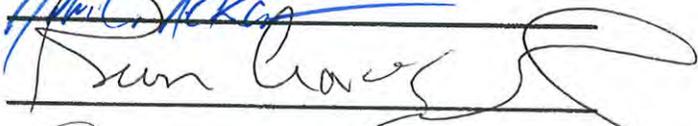
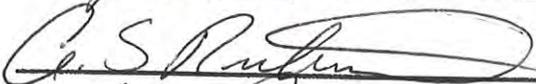
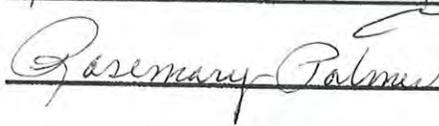
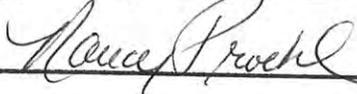
ANNUAL AMOUNT: \$ 28,752.00

MONTHLY AMOUNT \$ 2,396.00\_\_

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

**RESOLUTION**

**WHEREAS**, the Assistant County Engineer has requested approval to attend the following conference in FY2013:

IPLSA 2013 Annual Conference – Springfield, Illinois; February 14-16, 2013

; and

**WHEREAS**, this item is included in the FY 2013 budget and will be paid from County Highway Fund, Conferences and Seminars, Line Item 202-311-533-900; and

**WHEREAS**, motion was made and passed upon vote to recommend to the County Board that the Assistant County Engineer attend this conference as requested;

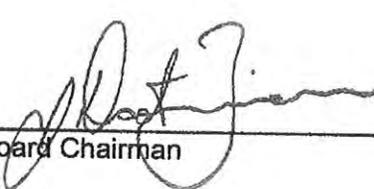
**THEREFORE BE IT RESOLVED** that the County Board would approve said recommendation of the Transportation Committee.

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

PASSED THIS 30<sup>th</sup> DAY OF JANUARY, 2013

ATTEST:

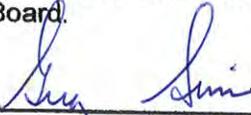
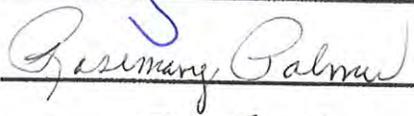
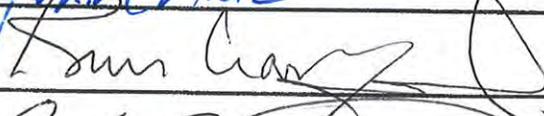
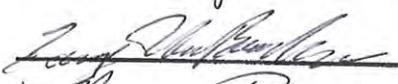
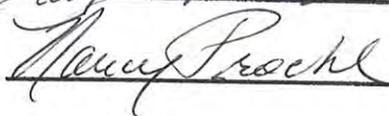
  
County Clerk

  
County Board Chairman

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

**RESOLUTION**

**WHEREAS**, the County Engineer has requested approval to attend the following conferences in FY2013:

- 1. National Association of County Engineers – Des Moines, IA: April 21-25, 2013

; and

**WHEREAS**, these items are included in the FY 2013 budget and will be paid from County Highway Fund, Conferences and Seminars, Line Item 202-311-533-900; and

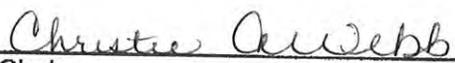
**WHEREAS**, motion was made and passed upon vote to recommend to the County Board that the County Engineer attend these conferences as requested;

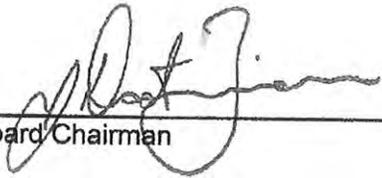
**THEREFORE BE IT RESOLVED** that the County Board would approve said recommendation of the Transportation Committee.

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

PASSED THIS 30<sup>th</sup> DAY OF JANUARY, 2013

ATTEST:

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

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

**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.

\_\_\_\_\_  
*Greg Linn*  
 \_\_\_\_\_  
*Goodman Palmer*  
 \_\_\_\_\_  
*George H. ...*  
 \_\_\_\_\_

\_\_\_\_\_  
*Tommy ...*  
 \_\_\_\_\_  
*Al ...*  
 \_\_\_\_\_  
*A.S. ...*  
 \_\_\_\_\_  
*Nancy ...*  
 \_\_\_\_\_

**RESOLUTION**

**WHEREAS**, an agreement (COUNTY ROAD UPGRADE AND MAINTENANCE AGREEMENT), has existed between Tazewell County, Rail Splitter Wind Farm, L.L.C., and Horizon Wind Energy L.L.C. concerning the development of a wind-powered electric energy generating facility in the southeastern part of Tazewell County; and

**WHEREAS**, provisions as set forth in Section 6 of said agreement (Escrow Account and Performance Assurance) have been satisfied and require the release of the Road Use, Repair and Improvement bond (#105144398), as discussed therein; and

**WHEREAS**, the County Engineer and the Transportation Committee have reviewed said Section 6 of said agreement regarding said bond; and

**WHEREAS**, motion was made and passed upon vote to recommend to the County Board that Tazewell County approve the release of said bond as outlined in Section 6 of the COUNTY ROAD UPGRADE AND MAINTENANCE AGREEMENT; and

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

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

ADOPTED this 30th day of January, 2013.

ATTEST:

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

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

WHEREAS, under 605 ILCS 5/5 et seq. the County has broad power regarding the opening, construction, maintenance, relocation, access to or repair of highways in the County Highway system, and

WHEREAS, it is in the best interest of the public health, safety and welfare that Developer and the County reach an agreement to address the majority of issues that will arise in a project of this size, and

WHEREAS, Developer has provided to the County Engineer of Tazewell County a site layout plan for the Project that shows the tower sites, the access road entrances, the underground collection system and the power transformer site, a copy of which is attached as Exhibit A (the "Plan"), and

WHEREAS, Developer, Horizon and the County wish to set forth their understanding and agreement as to the road issues relating to the construction and operation of the Project, and

WHEREAS, this Agreement shall apply to those County Roads listed on the Principal Road Upgrade Schedule attached as Exhibit B and, subject to Section 3C herein, any other County Highway used by Developer or Developer's Representatives in direct support of the construction and operation of the Project.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promise and covenants herein set forth, the parties, intending to be legally bound, agree as follows:

- Section 1. Developer and Horizon, in respect of the project owned, developed and constructed by it, agree to undertake the following activities in accordance with the terms of this Agreement:
  - A. Prior to the commencement of the Project Construction, make improvements to the County Highways in accordance with Section 5 and Exhibit B; for purposes of this Agreement, "Project Construction" shall mean construction of access roads, wind turbines and associated facilities on the Project site and shall not include testing or surveying (including geotechnical drilling and meteorological testing) by the Developer to determine the adequacy of the site for construction of the Project.
  - B. Build the Project substantially as depicted on the Plan and obtain County Highway Department approval of any material alteration of the Plan insofar as it involves the use of County Highways;

- C. Present Access Permit applications and required plans for all access points to the County Highway system;
- D. Erect permanent markers indicating the presence of the Cables;
- E. Install all cables at least 10 feet from any existing County Highway right-of-way, unless otherwise mutually agreed to in writing by Developer and the County. All proposed cable crossings shall be indicated on the plans and appropriate permits shall be submitted to the County Engineer.
- F. Become a member of the Illinois State-Wide One-Call Notice System (otherwise known as the Joint Utility Locating Information for Excavators or "J.U.L.I.E.") and provide J.U.L.I.E. with all of the information necessary to update its records;
- G. Use directional boring equipment to make all crossings of County Highways for the cable collection system;
- H. Provide plans for the widening of any corner radius necessary to facilitate the turning movements of the transport trucks used by the Developer or Developer's Representatives;
- I. Make the necessary improvements for these widened radii and once these widened radii are no longer needed to return the corners substantially to their original lines and grades unless the County Engineer requests that the widened radii remain as improved;
- J. Notify the County Engineer in advance of all oversize moves and crane crossings;
- K. Transport the tower segments and other oversize loads so as to minimize adverse impact on the local traffic and provide the County Engineer with copies of all IDOT permits for oversize and/or overweight loads;
- L. Provide as much advance notice as is commercially reasonable to obtain approval of the Tazewell County Highway Department when it is necessary for a road to be closed due to a crane crossing or for any other reason. Notwithstanding the generality of the aforementioned, Developer will provide 48 hours notice to the extent reasonably practicable;

- M. Sign all highway closures and work zones in accordance with the Illinois Department of Transportation Manual On Uniform Traffic Control Devices;
- N. Pay for the cost of, or, alternatively, perform, with approval of the County Engineer, all repairs to all County Highways that are damaged by Developer or the Developer's Representatives during the Project Construction and restore such roads at the completion of Project Construction to the condition they were in at the time of the pre-construction inventory;
- O. Reimburse County or its designated contractors for all reasonable fees and expenses incurred by third party contractors engaged by County in connection with construction, observation and testing of the road upgrades under the terms of this Agreement.
- P. Establish a single escrow account in accordance with Section 6 for the Project that will be used to pay for the repair and improvements of the County Highways;
- Q. Notify all relevant parties identified under Section 4 of any temporary road closures.
- R. At the start of the Project Construction and on the first, second, third and fourth anniversaries thereafter, pay to the Tazewell County Highway Department, the amount of \$12,500.00.
- S. Obtain easements and other land rights needed to fulfill Developer's obligations under this Agreement.
- T. Provide Notice to Proceed for roads to be upgraded. Notice to Proceed is hereby given for the proposed pre-construction improvement County Highways 8 and 9, as described in Exhibit B.
- U. Acknowledge that the estimates provided in Exhibit B are good faith estimates, but actual costs may vary.
- V. Provide dust control and grading work to the reasonable satisfaction of the County Engineer on County roads covered by this agreement that become aggregate surface roads.

- W. Perform prompt repair of low shoulders and guard rail damages, if any, occurring during the Project Construction and caused by Developer or its contractors
- X. Maintain all private access road entrances to County Highways including maintenance of pipe culverts to allow for proper drainage.
- Y. Design all road upgrades in reference to the then-current IDOT Bureau of Local Roads and perform all road repairs, including repairs of low shoulders, guard rails and drainage facilities, in a good and workmanlike manner and in accordance with the Streets Manual and the IDOT Standard Specifications for Road and Bridge Construction.

Section 2. The County, in accordance with the terms of this Agreement, agrees to:

- A. Review for approval all access points to the County Highway system by giving consideration to sight distances, drainage and proximity to other entrances, in a reasonable manner and in accordance with accepted engineering practices;
- B. Review for approval plans for all utility encroachments on County rights-of-way; in a reasonable manner in accordance with accepted engineering practices;
- C. Review for approval all crane crossings across the County Highway system by giving consideration of road damage and traffic safety in a reasonable manner based on accepted engineering practices;
- D. Review for approval the design plans for all road upgrades submitted by Developer's Representative within five (5) working days of receiving such design plans by County.
- E. Solicit and award competitive bids for the road upgrades to be performed in accordance with the design plans submitted by Developer's Representative and approved by the County and as agreed in Exhibit B, inspect the road upgrades during and upon completion of such work; provided, however, that the County will solicit and advertise for bids after all of the rights of way

reasonably necessary for improving the County Roads have been obtained by the Developer.

- F. Implement or cause to be implemented road upgrades as agreed to in Exhibit B upon receipt of the Notice to Proceed.
- G. Perform all routine maintenance on the County Highways used for the construction of the towers in accordance with Section 5 of this Agreement, and as described in Exhibit B
- H. Issue master overweight and oversize permits in a timely manner for the roads scheduled on Exhibit B upon the filing of such applications on behalf of Developer and waive overweight permit fees for loads with axle weights of 18,000 pounds or less. Issue permits during the spring posting period, between January 15<sup>th</sup> and April 15<sup>th</sup> when conditions warrant.
- I. Coordinate with Developer and Developer's Representatives so as to minimize the impact of their use of the County Highway system;
- J. Waive all individual work permit fees.
- K. Consent to the use of the County Highway's rights-of-way for utility encroachments, limited to Cables for the Project as provided under this Agreement. Consent granted herein shall be effective only to the extent of the property interest of the County of Tazewell. Such consent shall not be binding on any owner of a fee over or under which the highway is located and shall not relieve Developer from obtaining by purchase, condemnation or otherwise the necessary approval of any owner of the fee over or under which the highway is located if such approval is legally required.
- L. Authorize County Engineer to agree on behalf of County to revisions to Exhibits A and B and to determine appropriate improvements.

Section 3. Planning Inventory

A. Road Inventory

1. Pre-Construction Inventory

The Parties, prior to the commencement of the Project Construction, shall jointly perform a survey to record the condition of the pavement surface of the County Highways listed in Exhibit 'B'. For County Highways this survey shall be performed no later than ten (10) days prior to the start of any pre-construction upgrade. For County Highways the survey shall be done no later than 10 days prior to the start of use by the Developer. During this survey the entire length of the road as listed in Exhibit B shall be video taped and if necessary photographs may be taken. In addition the County will provide the Developer or his agent copies of any plans, cross-sections and specifications relevant to the existing road structure.

For any structures on the proposed routes that the County feels may not carry the loads proposed by the Developer, the County shall have the right to hire a consultant to make a study of the structure to determine the load carrying capacity. The Developer shall furnish the consultant with drawings depicting the axle numbers, spacing and loading for the trucks moving the oversized loads. If it is determined that a structure will not carry the loads that are proposed the Developer may propose a plan to strengthen the structure. The County will then furnish the Developer with all available plans. Should the Developer present a plan to strengthen a structure the County will then have their consultant review these plans to determine if the improvements will carry the proposed loads. All costs incurred by the County for these services shall be paid by the Developer or from the escrow account.

Copies of all pre-construction documentation shall be provided to each of the Parties.

## 2. Post-Construction Inventory

Upon completion of the Project, representatives of the County and Developer will perform a post-construction inventory, the methods of which shall be similar to those of the pre-construction survey. The two sets of data will be compared and if there is any wheel lane rutting or cracking in excess of the original survey Tazewell County will determine the extent of the repairs or improvements needed to return the roads to a pre-construction condition. These repairs or improvements shall be performed in a good and workmanlike manner and in accordance with the then-current IDOT Bureau of Local Roads and Streets Manual and the IDOT

Standard Specifications for Road and Bridge Construction. The cost of these repairs or improvements to be paid by the Developer or from the escrow account.

B. Routing and Access Approval

As soon as practical and as necessary throughout the Project Construction, Developer and County shall meet and by mutual agreement revise the Plan (Exhibit A) in so far as it affects the County Highways and make it more definitive. By mutual agreement, County Highways may be added to or deleted from the Principal Road Upgrade Schedule attached as Exhibit B, specific timing for upgrades shall be established, access points to public roads may be approved, preferred traffic routes shall be established and utility encroachments, including Cable, finalized. The Principal Road Upgrade Schedule (Exhibit B) has two parts. The first part is an estimate of the cost of improvements that are to be made before the Project Construction commences to give the road sufficient structural strength to handle the traffic anticipated during the Project Construction. The second part is an estimate of the improvement that may need to be completed at the completion of the Project Construction to return the roads identified in Exhibit B as amended from time to time to the same or better condition then those roads were in during the pre-construction inspection.

As the Principal Road Upgrade Schedule (Exhibit B) is revised and roads are added or removed, pre-construction and post-construction improvement details shall be prepared and added to the Exhibit B using the same methodology as was used to establish the improvement descriptions and cost estimates included in Exhibit B.

C. Incidental Use

The Parties recognize that the Project traffic may, either through mistake or with the consent of the County, use roads other than those listed on the Principal Road Upgrade Schedule (Exhibit B). Repairs for damage caused by Developer or the Developer's Representatives during such mistaken or permitted use shall be paid as provided in Section 6 C of this Agreement.

Section 4. Project Construction Cooperation:

A. With Others:

Prior to the commencement of the Project Construction, Developer shall hold a meeting and shall invite all public or semi-public entities that may be affected by the Project including, but not limited to, schools and fire protection districts. At said meeting, Developer will discuss its plans for the Project Construction and compile a list of contact persons that will need to be notified of any temporary road closures that may have an effect on the daily routine or routing of those agencies. Should all of the parties contacted not be represented, Developer shall attempt to make contact with these entities in an effort to obtain the contact information. A copy of this list shall be furnished to the Highway Department.

B. With the County:

During the Project Construction, the County and Developer shall meet regularly to disclose and discuss Project activities, including anticipated material and equipment deliveries and traffic movement – which may be reflected as changes in the Plan (Exhibit A) and/or the Principal Road Upgrade Schedule (Exhibit B).

Section 5. Upgrades and Maintenance of the County Highways

A. In order to minimize the adverse effect of the Project Construction traffic on the County Highways, certain upgrades will be required on certain roads as described below the cost of which shall be paid by Developer.

See the Principal Road Upgrade Schedule attached as Exhibit B, as amended from time to time.

B. The daily routine maintenance of the County Highways affected by the Project including snow removal, striping, and routine signage and regularly scheduled maintenance or repair shall be the responsibility of the Tazewell County Highway Department. If repairs or maintenance, other than daily routine maintenance, are deemed necessary because of activity of Developer or Developer's Representatives, the County will use the Escrow Disbursement Procedure set forth in Section 6. C.

Section 6. Escrow Account and Performance Assurance

- A. At the earlier of thirty (30) days prior to the start of any road upgrades subject to this Agreement or within five (5) business days after the bids pursuant to this Agreement are awarded by the County, the Developer or Horizon, shall establish an escrow account in the aggregate amount equal to 150% of the estimate set forth in Exhibit B, which amount shall be adjusted up or down to 150% of the actual amount of the contract awarded by the County for the road upgrades to be performed in accordance with this Agreement (the "Escrow Account"). The Escrow Account shall be used to pay for expenses incurred for the upgrade and/or repair of the County Highways in accordance with this Agreement. The Escrow Account shall be established at Herget Bank. Within forty-five days of the execution of this Agreement, the Parties shall execute a mutually agreeable form of escrow agreement (the "Escrow Agreement"), which agreement shall, among other things, appoint the escrow agent and set forth the disbursement provisions in detail. Developer shall be responsible for making additional deposits in this escrow account in order to maintain the minimum balance in the amount not to exceed \$300,000. Developer or Horizon shall also provide to the County after the road upgrades set forth in Exhibit B are completed and the Escrow Agreement is terminated a performance bond or letter of credit reasonably acceptable to the County in the aggregate amount equal or up to \$300,000 (the "Performance Assurance") upon which the County may draw against in the event and only to the extent that Developer does not otherwise pay the costs for any post-construction repairs of the County Highways in accordance with this Agreement.
- B. The Escrow Account shall remain in place from the date the initial deposit is made until the date 180 days after the commencement of commercial operations of the Project, provided that the road upgrades set forth in Exhibit B are completed and accepted by the County and the Performance Assurance has been posted. The Performance Assurance shall remain in place from the date the initial deposit is made until a date two years after the commencement of commercial operations of the Project. For avoidance of doubt the commencement of commercial operation date shall be the date that the entire Project is placed into service. The County agrees to deliver any certification required for any permitted withdrawal from the Escrow Account and Performance Assurance, including any final withdrawal and/or surrender when Developer or Horizon is no longer required to fund the Escrow

Account or maintain the Performance Assurance pursuant to the terms hereof, or the terms of the Escrow Agreement. Developer or Horizon shall be entitled to withdraw from the Escrow Account any and all amounts in the Escrow Account (including any interest accrued thereon) 180 days after the commencement of commercial operations of the Project, provided that the road upgrades set forth in Exhibit B are completed and accepted by the County and the Performance Assurance has been posted. The Performance Assurance may not be withdrawn prior to such time as all post-construction repairs identified within two years after commencement of commercial operations of the Project have been completed, approved by the County Engineer and paid for.

- C. Notwithstanding anything in this Section 6 to the contrary, within five (5) business days after the bids pursuant to this Agreement are awarded by the County, the Escrow Account shall be fully funded and the County shall have full access to the funds deposited in the Escrow Account at the County Engineer's sole discretion and as otherwise provided in the Escrow Agreement.

Section 7. Payment Procedures and Dispute Resolution

- A. Pre- and Post-construction Improvements. For the pre- and post-construction improvements listed on the Principal Road Improvement Schedule attached as Exhibit B, as such Exhibit may be amended by the Parties from time to time:
  - a. The County shall notify the Developer in writing of the work to be done.
  - b. Payment shall be made by the Developer or Horizon or from the Escrow Account, upon authorization by the County Engineer, for pre- and post-construction road improvements.
- B. Damages during the Project Construction. For damages during Project Construction to the roads listed on Principal Road Upgrade Schedule attached as Exhibit B, as such Exhibit may be amended by the Parties from time to time:
  - a. The County shall notify Developer of the work to be done in writing.

- b. The work shall be performed by the Developer or Horizon or Developer's contractor, in each case subject to reasonable approval by the County Engineer. Payment for such work shall be made by the Developer or Horizon or from the Escrow Account, upon approval by the County Engineer.
  
- C. Damages to Roads Not Listed on Exhibit B. For damages to roads other than those listed on Principal Road Upgrade Schedule attached as Exhibit B, as such Exhibit may be amended by the Parties from time to time:
  - a. The County notifies Developer in writing of the location and nature of the repair or maintenance required and provides a specified time framework for completion.
  - b. Developer or Horizon will perform the repair in the time framework specified by the County, or the County, or County's contractor, shall perform the work and recover its costs from the Developer or Horizon or the Escrow Account, in each case upon approval by the County Engineer.
  
- D. Review Procedures. For all road upgrades and repairs performed by the County's contractors and approved by the County in accordance with this Agreement, the County Engineer will promptly review the contractors' invoices and send a copy of such invoices to Developer. If Developer or Horizon does not pay such contractors' invoices within the payment cycle and as otherwise contemplated under this Agreement, the County may pay the Contractor from the Escrow Account or draw upon the Performance Assurance, as appropriate, and in accordance with the terms set forth in this Agreement. The County charges shall be based on County maintained time and material cost records, which shall be made available to Developer for review. County billing rates shall be those established by the County and shall be uniformly applied to all consumers.
  
- E. Emergency Repairs. Notwithstanding the foregoing, in the event Developer or the Developer's Representatives are reasonably believed by the County to have caused damage to County roads of a magnitude sufficiently great to create a hazard to the motoring

public, which in the County's opinion warrants an immediate repair or road closing, the County may unilaterally make or authorize repair, with the reasonable, documented costs thereof paid from the Escrow Account. The County shall photograph, videotape and otherwise document the conditions and make all such documentation available to Developer. Any such emergency repair shall be subject to post-repair negotiations by the Parties, involvement of the intermediary and, if necessary, adjudication. If such post-repair proceedings favor Developer, the County will reimburse the Escrow Account for amounts withdrawn to fund the repair.

Section 8. Indemnification, and Limitation of Liability and Liability Insurance.

- A. Indemnification by Developer. The Developer and Horizon hereby release and agree to indemnify and hold harmless the County and their respective officers, employees, elected or appointed officials, and agents, and their respective heirs, executors, administrators, successors and assigns (hereinafter collectively "County Releasees") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands against the County Releasees arising out of or relating to the performance by Developer or Horizon of their obligations under this Agreement. More particularly, but without in any way limiting the foregoing, the Developer and Horizon hereby release the County Releasees and agree to indemnify and hold harmless the County Releasees from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of any road subject to this agreement by the Developer, Horizon, their employees, agents, representatives, suppliers or contractors, or their respective employees, agents or representatives.
- B. Indemnification by the County. The County hereby releases and agrees to indemnify and hold harmless the Developer, Horizon and their members, officers, directors, contractors, subcontractors, employees and agents, and their respective employees, heirs, executors, administrators, successors and assigns (hereinafter collectively "Developer Releasees") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands against the Developer Releasees

arising out of or relating to the performance by the County of its obligations under this Agreement. More particularly, but without in any way limiting the foregoing, the County hereby releases the Developer Releasees and agrees to indemnify and hold harmless the Developer Releasees from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of any road subject to this agreement by the County, their respective employees, agents, representatives, suppliers or contractors, or their respective employees, agents or representatives.

- C. Consequential Damages. The Parties waive all claims against each other (and against each other's parent company, affiliates, Board, members, officers, directors or employees, as applicable) for any consequential, incidental, indirect, special, exemplary or punitive damages arising out of this Agreement and only with respect to the obligations arising under this Agreement, regardless of whether any such claim arises out of a breach of contract, tort, indemnity, contribution, negligence, strict liability or any other legal theory.
- D. Required Insurance. The Developer or Horizon shall at all times throughout the term of this Agreement maintain in full force and effect commercial general liability insurance, naming Tazewell County, its Board, officers and employees as an additional insured, in the aggregate amount equal to Ten Million Dollars (\$10,000,000). The Developer or Horizon may utilize any combination of primary and/or excess insurance to satisfy this requirement.
- E. Legal Remedies. Notwithstanding anything in this Section 8 to the contrary, each party reserves the right to seek legal remedies at law.

Section 9. Condition to Closing. The obligations of the Parties to consummate the transactions contemplated by this Agreement are subject, at the option of Developer, to the issuance of the Special Use Permit for the Project by the County and expiration of the appeal period permitted under the applicable laws without the legal challenge to the issuance of the Special Use Permit, provided, however, that Developer may waive such condition in writing.

Section 10. Miscellaneous

- A. Remedies and Enforcement. Each of the Parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party (the "Defaulting Party"), which default is not caused by the party seeking to enforce said provisions (the "Non-Defaulting Party") and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right of specific performance. The remedy of specific performance and injunctive relief shall not be exclusive of any other remedy available at law or in equity.
- B. Due Authorization. Developer and Horizon hereby represent and warrant that this Agreement has been duly authorized, executed and delivered on behalf of Developer or Horizon. The County hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the County.
- C. Severability. If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.
- D. Amendments. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by the Party against whom enforcement is sought.
- E. Notices. All notices shall be in writing and sent (including via facsimile transmission) to the parties hereto at their respective addresses or fax numbers (or to such other address or fax number as any such party shall designate in writing to the other parties from time to time).

Developer

Rail Splitter Wind Farm, LLC  
 c/o Horizon Wind Energy, LLC  
 808 Travis Street, Suite 700  
 Houston, TX 77002  
 Office: 713/265-0350; fax: 713/265-0365

with a copy to:

Rail Splitter Wind Farm, LLC  
Project Manager  
716 E. Empire, Suite C  
Bloomington, IL 61701  
Office: 309/829-8211; fax: 309/829-8611

Tazewell County

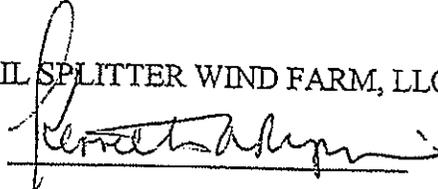
Tazewell County Engineer  
[Address]  
[City], IL [Zip]  
Ph.  
Fax

- F. Assignment. This Agreement may not be assigned without the written consent of the other Party, provided, however, that Developer or Horizon may assign this Agreement to (i) any party acquiring a direct or indirect ownership in Developer and providing financing to Developer in connection with the Project, (ii) to the purchaser of the Project, or (iii) to an affiliate of Developer or Horizon, provided that such affiliate assumes all obligations of Developer or Horizon under this Agreement.
- G. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be as effective as delivery of a manually signed counterpart to this Agreement.
- H. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Illinois, irrespective of any conflict of laws provisions.
- I. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, assignees and legal representatives.
- J. Extraordinary Events. The Parties acknowledge that during the expected life of the Project, circumstances may arise under which it will be necessary or advisable for the Developer or Horizon to replace major turbine components or make repairs to turbines beyond ordinary maintenance ("Extraordinary Events"), and that

transportation of turbine components on overweight or oversize vehicles on or across County roads may be necessary. The Parties agree that it is impossible to predict the timing, nature or extent to which County roads may be damaged beyond the normal amount of wear and tear, by such Extraordinary Events. The Parties agree that at any time during the life of Project, when the Developer or Horizon determines Extraordinary Events reasonably require activities which will involve more than 10 movements of overweight or oversize vehicles on County roads, during any 60 day period, Developer or Horizon will give advance written notice of the intended movements to the County Engineer. In such event, the County Engineer may in his reasonable discretion require the Developer or Horizon to provide a site plan and an estimate of the impacts to County roads, substantially similar to that provided as Exhibit B for the initial Project Construction, and Developer and Horizon agree to reasonably coordinate such activities in substantially the same manner provided for in Section 1 (h, I, j, k l, m, n, o, w and x) as to the initial Project Construction.

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

RAIL SPLITTER WIND FARM, LLC

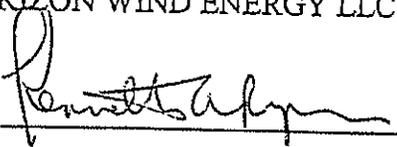
By: 

 Name: \_\_\_\_\_

**Kenneth Ripper  
Chief Technical Officer**

Title: \_\_\_\_\_

HORIZON WIND ENERGY LLC

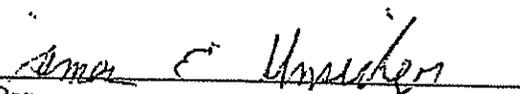
By: 

 Name: \_\_\_\_\_

**Kenneth Ripper  
Chief Technical Officer**

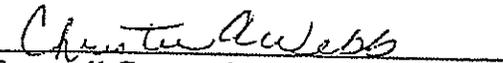
Title: \_\_\_\_\_

THE COUNTY OF TAZEWELL

By: 

Chairman, Tazewell County Board

ATTEST:

  
Tazewell County Clerk

RAIL SPLITTER WIND FARM  
TAZEWELL COUNTY HIGHWAYS

Highway Number	Highway Name	From	IQ	Mileage	Pre-construction Improvements	Post-Construction Improvements
CH 8	Armington Road	CH 9	~2800' East of CH 9	0.55	1.5" Surface	Leveling Binder & Surface as Needed
CH 9	Hopedale Road	Logan Road	Boynton Road	2.05	1.5" Surface	Leveling Binder & Surface as Needed
County Total				2.60		

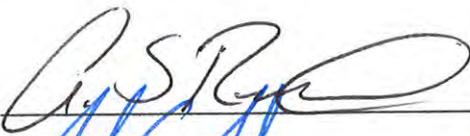
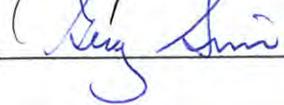
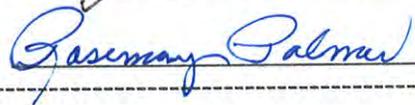
- \* Existing Box Culvert to be Strengthened - 1
- \*\* Existing Pipe Culverts to be Removed - 5  
Existing Pipe Culverts to be Replaced - 11  
Existing Box Culverts to be Removed - 5  
Existing Box Culverts to be Replaced - 2

0071191.00  
7/10/08

**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:

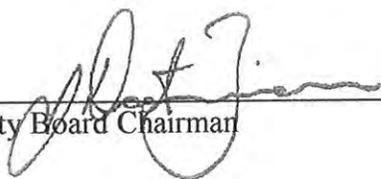
Morton Road District, Section 07-14115-00-BR (Three span R.C. slab bridge on spill thru pile bent abutments): To Midwest Bridge and Crane Inc., in the amount of \$474,573.56, to be paid from TBP Funds, County Bridge Funds, and Morton Road District local funds.

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

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

PASSED THIS 30th DAY OF JANUARY, 2013

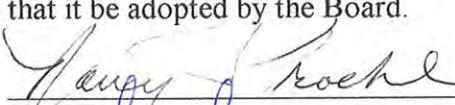
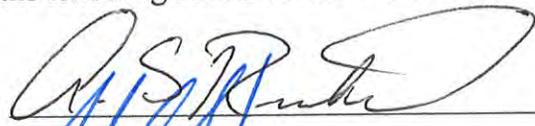
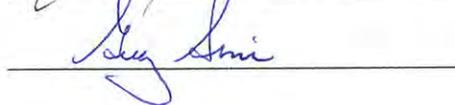
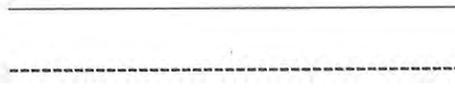
ATTEST:

	
County Clerk	County Board Chairman

**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**, there exists an employment agreement between the County and the County Engineer which expires December 31, 2017; and

**WHEREAS**, said agreement stipulates that the salary be negotiated on an annual basis with the current salary period expiring December 31, 2013; and

**WHEREAS**, the Transportation Committee recommends that the County Engineer's salary be set at \$119,193.60 per annum, for the period January 1, 2013 to December 31, 2013.

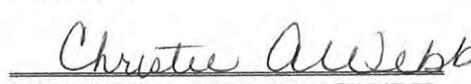
**WHEREAS**, the Transportation Committee recommends that the County Engineer's stipend pay for mileage be set at \$650.00 per month with additional mileage reimbursement for travel outside the Tazewell/Peoria metro area to be paid at the current mileage rate, for the period January 1, 2013 to December 31, 2013.

**THEREFORE BE IT RESOLVED** that the County Board accept the recommendation of the transportation Committee as presented;

**BE IT FURTHER RESOLVED** that the County Clerk notify, County Board Chairman, Chairman of the Transportation Committee, Illinois Department of Transportation, County Engineer of Highways, Chairman of the Human Resources Committee, County Administrator and the Payroll Supervisor of this action.

ADOPTED THIS 30<sup>TH</sup> DAY OF JANUARY, 2013

ATTEST:

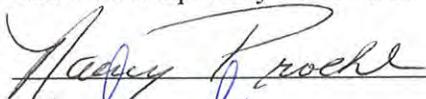
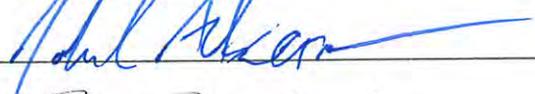
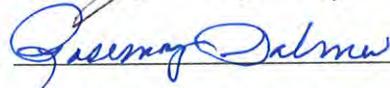
  
TAZEWELL COUNTY CLERK

  
TAZEWELL COUNTY BOARD CHAIRMAN

**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 FOR COUNTY ENGINEER SALARY PROGRAM**

**WHEREAS** the County Board of Tazewell County, Illinois, finds it to be in the public interest to remain in the Illinois Department of Transportation's County Engineer Salary Program (CESP) for the period **January 1<sup>st</sup>, 2013 through December 31<sup>st</sup>, 2013**; and

**WHEREAS** said CESP requires the transfer of Tazewell County's Surface Transportation Program funds to the State of Illinois in exchange for an equal amount of money from the State of Illinois for deposit in the Tazewell County Motor Fuel Tax account in accordance with the current CESP agreement;

**THEREFORE BE IT HEREBY RESOLVED** that \$59,596.80 of Tazewell County's Surface Transportation Program funds are made available to the Illinois Department of Transportation for the use of the State of Illinois in exchange for an equal amount of funds provided by the State of Illinois for deposit into the County Motor Fuel Tax account.

**BE IT FURTHER RESOLVED** that the County Clerk notify the County Board Office, Chairman of the Transportation Committee, the County Engineer, and submit two (2) certified copies to the Illinois Department of Transportation.

ADOPTED this 30th day of January, 2013.

ATTEST:

THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS



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Tazewell County Board Chairman



---

Tazewell County Clerk



Resolution for Improvement by County Under the Illinois Highway Code

BE IT RESOLVED, by the County Board of TAZEWELL County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) \_\_\_\_\_, beginning at a point near \_\_\_\_\_

NOT APPLICABLE

and extending along said route(s) in a(n) \_\_\_\_\_ direction to a point near \_\_\_\_\_

\_\_\_\_\_, a distance of approximately \_\_\_\_\_; and,

BE IT FURTHER RESOLVED, that the type of improvement shall FOR COUNTY ENGINEER'S SALARY, IMRF, INSURANCE & EXPENSES FOR THE PERIOD JANUARY 1, 2013 THROUGH DECEMBER 31, 2013 (Describe in general terms)

RECORDED Date: 3/14/13 By: CCB

and shall be designated as Section 13-00000-00-CS \_\_\_\_\_ and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed N/A \_\_\_\_\_; and

(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of ONE HUNDRED SEVENTY FIVE THOUSAND AND NO/HUNDRETHS dollars, ( \$175,000.00 )

from the County's allotment of Motor Fuel Tax Funds for the construction of this improvement and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to district office of the Department of Transportation.

Approved

03/14/13 Date

Department of Transportation

[Signature]

Regional Engineer

I, Christie A. Webb County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

Tazewell County, at its regular

meeting held at Pekin, Illinois

on January 30, 2013

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and

affixed the seal of said County at my office in Pekin, Illinois

in said County, this 30th day of January A.D. 2013

(SEAL)

Christie A. Webb County Clerk



**For District Use Only**

Transaction Number \_\_\_\_\_

Date \_\_\_\_\_

Checked by \_\_\_\_\_

Municipality \_\_\_\_\_

County TAZEWELL

Rd. District \_\_\_\_\_

Section 13-00000-00-CS

I hereby request authorization to expend Motor Fuel Tax Funds as indicated below.

Purpose	Amount
Contract Construction .....	_____
Day Labor Construction .....	_____
Right-of-Way (Itemized On Reverse Side) .....	_____
Engineering .....	_____
Maintenance Engineering .....	_____
Engineering Investigations .....	_____
Other Category .....	_____
Obligation Retirement .....	_____
Maintenance .....	_____
Co. Eng./Supt. Salary & Expenses (Period from <u>1/1/2013</u> to <u>12/31/2013</u> )	<u>175,000.00</u>
IMRF or Social Security .....	_____
Interest _____	_____
_____	_____
_____	_____
<b>Total</b>	<b>\$ <u>175,000.00</u></b>

**RECORDED**

Date: 3/14/13

By: CCB

Comments County Engineer Salary and Expenses: January 1, 2013 through December 31, 2013

Date February, 6, 2013

Signed by \_\_\_\_\_

**COUNTY ENGINEER**

Title of Official

Approved

03/14/13

Date

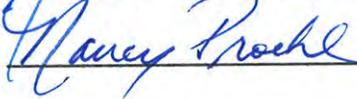
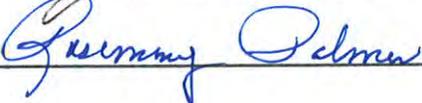
**Department of Transportation**

Regional Engineer

COMMITTEE REPORT

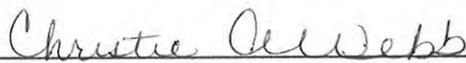
Mr. Chairman and Members of Tazewell County Board:

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

PASSED THIS 30<sup>th</sup> DAY OF JANUARY, 2013

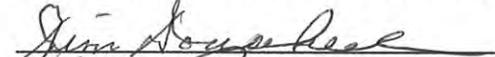
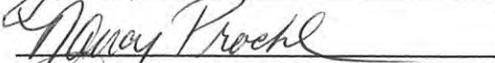
ATTEST:

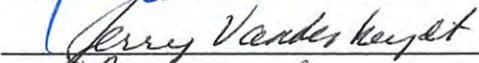
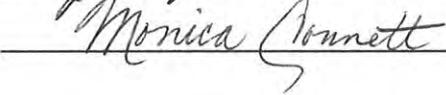
	
County Clerk	County Board Chairman

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

  
  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RESOLUTION**

WHEREAS, the County's Property Committee recommends to the County Board to renew the 24 month Lease Agreement with the Illinois Representative Mike Unes for office space rental in the Monge Building; and

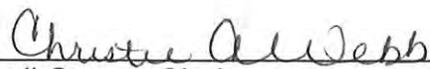
WHEREAS, the lease agreement is from January 10, 2013 until January 14, 2015 and the rent will be \$765.00 per month.

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

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

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

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

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

LEASE FOR LEGISLATIVE DISTRICT OFFICE SPACE

THIS LEASE is made between Tazewell County Board, 11 S. 4<sup>th</sup> St., Pekin, IL 61554 ("LESSOR") (Name, Address, Zip Code) and the Illinois House of Representatives ("LESSEE") by its agent, State Representative Mike Unes ("REPRESENTATIVE"), not individually but in his or her official capacity, pursuant to the General Assembly Compensation Act, 25 ILCS 115/1, et seq.

ARTICLE I. PREMISES AND TERM

- 1. From January 10, 2013 until January 14, 2015, LESSOR agrees to lease to LESSEE, for use as a state legislative district office, the following described premises (Street Address, City, Zip Code, Other Description):

19 S. Capitol Street, Pekin, IL 61554 - Monge Building

ARTICLE II. RENT

LESSEE agrees to pay LESSOR as rent 765.00 dollars per month, mailed to LESSOR at the following address:

- 1. Payment for obligations pursuant to the Lease shall be solely from sums appropriated to the Illinois General Assembly for such purposes pursuant to the General Assembly Compensation Act, 25 ILCS 115/1, et seq. Obligations of the State shall cease immediately without penalty or further payment being required if, in any fiscal year, the General Assembly fails to appropriate or otherwise make available funds for this Lease.

ARTICLE III. USE

- 1. LESSEE agrees that, during the term of this Lease, the above-described premises will be used as a legislative district office.

ARTICLE IV. POSSESSION

- 1. LESSEE shall be entitled to possession on the first day of the term of this Lease. Should LESSOR be unable to give possession on the first day of the term of this Lease, LESSEE shall not be liable for rent unless and until possession is delivered and rent shall be prorated from the date of occupancy.

ARTICLE V. UTILITIES

- 1. Utilities are the responsibility of LESSOR or check here \_\_\_\_\_ if obligation is that of LESSEE.

ARTICLE VI. IMPROVEMENTS & MAINTENANCE

- 1. Permanent improvements are the responsibility of LESSOR unless agreed to in a codicil, amendment, rider, or other written agreement signed by LESSOR and LESSEE.
- 2. LESSOR shall provide and maintain air conditioning and heating systems.
- 3. LESSOR shall be responsible for repairs to and maintenance of the interior of the premises, except for repairs to and maintenance of the LESSEE's personal property.
- 4. LESSOR shall be responsible for repairs to and maintenance of the exterior of the premises.

ARTICLE VII. TAXES & ASSESSMENTS

1. LESSOR shall pay all taxes and assessments, including, without limitation, property taxes, and effectuate payment by date due which may be levied or assessed upon or extended to the premises during the term of the lease.
2. LESSEE is not liable for the payment of any taxes or assessments, including, without limitation, property taxes, which may be levied or assessed upon or extended to the premises during the term of the lease.

ARTICLE VIII. HOLDING OVER

1. If, after the expiration of the term of this Lease, as provided in Article I of this Lease, LESSEE retains possession of the premises, this Lease shall continue in full force and effect on the same terms and conditions, except the Lease shall be on a month-to-month basis until terminated.

ARTICLE IX. TERMINATION

1. LESSEE may terminate the Lease by giving LESSOR thirty (30) days written notice of intention to terminate the Lease.
2. If REPRESENTATIVE ceases to serve as a member of the Illinois House of Representatives for any reason, including, but not limited to, resignation, disqualification, expulsion, or death, LESSEE may, after providing notice to LESSOR, permit the person appointed to serve the remainder of the term to which REPRESENTATIVE was elected ("APPOINTED REPRESENTATIVE") to occupy the premises for the remainder of the term of the Lease. Alternatively, LESSEE may terminate the Lease no later than the 30<sup>th</sup> day after the REPRESENTATIVE'S final day of service as a member of the Illinois House of Representatives by giving LESSOR written notice of the intention to terminate the Lease. Nothing in this paragraph shall be construed to prohibit LESSEE from terminating the Lease pursuant to paragraph 1 of this Article IX.

ARTICLE X. NO CONFESSION OF JUDGMENT

1. LESSEE does not confess judgment in any suit brought in any court by virtue of executing this Lease.

ARTICLE XI. ESTOPPEL CERTIFICATES

1. Upon request of the LESSOR, LESSEE shall deliver an estoppel certificate with respect to this Lease, the terms of which shall be acceptable to and agreed upon by LESSOR and LESSEE.

ARTICLE XII. LIABILITY

1. LESSEE does not assume any liability for acts or omissions of the LESSOR and such liability rests solely with LESSOR.

ARTICLE XIII. COURT OF CLAIMS

1. Any claim or disputed issue arising out of this Lease must be filed exclusively with the Illinois Court of Claims.

ARTICLE XIV. INSURANCE

1. LESSOR shall maintain in full force and effect at its sole cost and expense but for the mutual benefit of LESSEE (i) an "all-risk" property insurance policy for the premises and LESSOR'S personal property located in the premises in the amounts of the full replacement values thereof and (ii) a comprehensive general liability insurance policy on an occurrence basis with limits of not less than \$2,000,000 per occurrence.

ARTICLE XV. CERTIFICATIONS

1. Drug Free Workplace. LESSOR certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Lease. *See* 30 ILCS 580/1, et seq.
2. Americans with Disabilities Act (ADA). The Americans with Disabilities Act and the regulations promulgated thereunder prohibit discrimination against persons with disabilities by the State, whether directly or through contractual agreements, in the provision of any aid, benefit, or service. As a condition of receiving this lease, LESSOR certifies that the premises and services provided under this lease are and will continue to be in compliance with the American with Disabilities Act. *See* 42 U.S.C. 12101; 28 CFR 35.130.

3. Forced Labor. LESSOR certifies that in accordance with the State Prohibition of Goods from Forced Labor Act that no foreign made equipment, materials, or supplies furnished to the State under the lease have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. *See* 30 ILCS 583/1, et seq.
4. Child Labor. LESSOR certifies that in accordance with the State Prohibition of Goods from Child Labor Act that no foreign made equipment, materials, or supplies furnished to the State under the lease have been or will be produced in whole or in part by the labor of any child under the age of 12. *See* 30 ILCS 584/1, et seq.
5. Environmental Barriers Act. This Lease is subject to the Environmental Barriers Act. *See* 410 ILCS 25/5(e).
6. Educational Loans. LESSOR certifies that neither it, nor any of its principals, is in default on an educational loan as provided in the Educational Loan Default Act. *See* 5 ILCS 385/3.
7. International Anti-Boycott Certification Act. LESSOR certifies that neither it, nor any of its principals or substantially-owned affiliated company is participating in or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. *See* 30 ILCS 582/5.
8. Illinois Human Rights Act. LESSOR certifies that it is in compliance with all applicable provisions of the Illinois Human Rights Act and any rules adopted thereunder. *See* 775 ILCS 5/1-101, et seq.
9. Bribery. LESSOR certifies that neither it nor any of its principals has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor have the LESSOR or its principals made an admission of guilt of such conduct which is a matter of record. *See* 30 ILCS 500/50-5.
10. Bid Rigging/Bid Rotating. LESSOR certifies that neither it, nor any of its principals, has been barred from contracting the State or a unit of local government as a result of a violation of Sections 5/33E-3 and 33E-4 of the Criminal Code of 1961. *See* 720 ILCS 5/33E-11.
11. Delinquent Payments. LESSOR certifies that it is not delinquent in the payment of any debt to the State. *See* 30 ILCS 500/50-11.
12. Taxpayer Identification. Under penalties of perjury, LESSOR certifies that its correct Federal Taxpayer Identification Number (Social Security Number or Employer Identification Number) is 37-6002170.
13. Real Estate Disclosure Statement. LESSOR certifies that the following persons or entities have an interest or distributive income share in LESSOR that is greater than either (i) 5% of the total interest or distributive income of LESSOR or its parent, or (ii) 60% of the Governor's annual salary, and LESSOR further certifies that notice has been given to LESSEE or REPRESENTATIVE of any known potential conflict of interest that may arise under the Procurement Code, 30 ILCS 500/50-35. *Include name, address, and proportionate or dollar amount of share, as applicable.*

N/A

14. Legal Status Disclosure. LESSOR is doing business as (please check one):

- |   |   |
|---|---|
| <input type="checkbox"/> Individual   | <input type="checkbox"/> Tax-Exempt Hospital or Extended Care Facility                            |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Corporation Providing or Billing Medical and/or Health Care Services     |
| <input type="checkbox"/> Partnership  | <input type="checkbox"/> Corporation NOT Providing or Billing Medical and/or Health Care Services |
| <input checked="" type="checkbox"/> Governmental Entity   | <input type="checkbox"/> Nonresident Alien Individual   |
| <input type="checkbox"/> Estate or Legal Trust  | <input type="checkbox"/> Foreign Corporation, Partnership, Estate or Trust                        |
| <input type="checkbox"/> Limited Liability Company—Disregarded Entity, Corporation, or Partnership (circle one) |   |
| <input type="checkbox"/> Other: _____   |   |

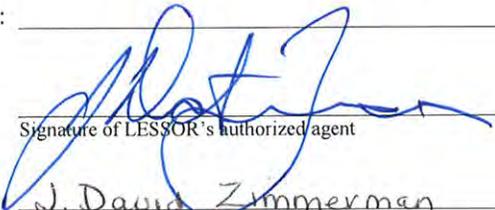
ARTICLE XVI. GENERAL PROVISIONS

1. This lease is subject to all applicable laws of the State of Illinois.
2. No amendment, modification, or alteration of the terms hereof shall be binding unless agreed to in a codicil, amendment, rider, or other written agreement signed by LESSOR and LESSEE.

The parties express their mutual assent to the promises and covenants made herein:

LESSOR: \_\_\_\_\_

LESSEE: *Illinois House of Representatives*

BY:   
Signature of LESSOR's authorized agent

BY: *State Rep. [Handwritten Signature]*  
Signature of REPRESENTATIVE, LESSEE's authorized agent

BY: J. David Zimmerman  
Printed Name of LESSOR's authorized agent

BY: *State Rep. [Handwritten Signature]*  
Printed Name of REPRESENTATIVE, LESSEE's authorized agent

DATED: 02-11-13

DATED: 2-13-13

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

_____	_____
_____	_____
_____	_____

**RESOLUTION**

WHEREAS, the County's Property Committee recommends to the County Board to renew the 24 month Lease Agreement with Alesandrini & Associates, Inc. for office space rental in the Monge Building; and

WHEREAS, the lease agreement is from January 01, 2013 until January 01, 2015 and the rent will be \$690.00 per month.

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

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

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

## MONGE BUILDING LEASE AGREEMENT

This lease agreement is entered into between the lessor and the lessee this 30th day of January, 2013 at Pekin, Illinois.

1. **Definitions.** Unless the context expressly provides otherwise, the following terms shall have the following meanings:

(a) "common area" shall mean all areas and facilities in the Monge Building which are provided and designated by the lessor for the general use and convenience of the lessee and other lessees in the Monge Building and their respective agents, employees, customers, guests, and invitees. Common areas include without limitation, the land and facilities used for parking, landscaped areas, walks and sidewalks, arcades, corridors, loading areas, sanitary sewers, utility lines and the like.

(b) "floor area" shall mean the aggregate of the actual number of square feet of floor space within the exterior faces of the building (or buildings if hereafter applicable) on the Monge Building, excluding, however, space on roofs, space on loading docks, the second level of any deck stock area, and common areas. With respect to the premises, "floor area" shall mean the actual number of square feet of floor space within the premises, and there shall be no deduction or exclusion by reason of columns, stairs, or other interior construction or equipment within the premises.

(c) "Monge Building" shall mean the real estate and improvements located at 11, 13, 15, 17 and 19 South Capitol Street, Pekin, Illinois 61554 and legally described as follows:

Lots 10, 11, 12, 13, 14 and 15 all in Block 46 in the Original Town, now City of Pekin, Tazewell County, Illinois.

(d) "the lessee" shall mean Alesandrini & Associates Inc., Suite 215 S. Capitol Pekin, IL 61554.  
the lessee's trade name is \_\_\_\_\_.

(e) "the lessor" shall mean Tazewell County, 11 South Fourth Street, Room 432, Pekin, Illinois 61554.

(f) "premises" shall mean that part of the Monge Building commonly known as Suite 215, 15 South Capitol, Pekin, Illinois 61554, containing approximately 1200 square feet of floor area, together with the appurtenances specifically granted in this lease agreement, but reserving unto the lessor the use of the exterior walls, the roof, and the right to install, maintain, use, repair, and replace pipes, decks, conduits, wires, and similar matters.

2. **Demise.** The lessor leases the premises to the lessee, and the lessee leases the premises from the lessor.

3. **Condition.** The lessee accepts the premises in the condition existing at the commencement of this lease agreement.

4 **Purpose.** The premises are to be used by the lessee for the purpose of Appraisal Business.

5. **Term.** The term of this lease shall be for 24 months, commencing on the 1st day of January, 2013, and ending on the 1st day of January, 2015. If the lessor shall be unable to deliver possession of the premises to the lessee for a period of 15 days after the commencement of this lease, the lessee may, by written notice to the lessor within 21 days after the commencement of this lease, declare this lease agreement void, and such declaration, the monthly rental installments shall be ratably adjusted for the period of non-possession.

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

See Addendum "A"

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

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

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

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

Such policies of insurance shall be in such form and amounts and by such companies, as the lessor may accept.

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

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

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

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

9. **Security Deposit.** The lessee has deposited with the lessor the additional sum of US\$-0-, as security for the lessee's performance under this lease agreement. After the occurrence of an event of default, the lessor may apply any portion of the security deposit to the payment of any amounts due under this lease agreement. The security deposit or any balance of the security deposit shall be returned without interest to the lessee after the lessee has vacated the premises in an acceptable condition.

10. **Maintenance, Repairs, and Replacements.** The lessee shall maintain the premises in good condition, and shall make all repairs and replacements necessary for such routine maintenance (defined as any repair or maintenance with a cost of \$500.00 or less per occurrence). In any event, the lessee shall be responsible for any repair or replacement of any damaged or broken locks, doors, or (glass or screen) windows or any other thing damaged or broken as occasioned by acts or omissions of the lessee or the lessee's employees, agents, customers, guests, or invitees. The lessor shall make all necessary structural, mechanical and roof repairs to the Monge Building unless the damage is due to the lessee's fault

11. **Advertisements.** The lessee shall include in all advertisements, including without limitation, newspaper, print, television and radio, the trademark/trade name "Monge Building". The lessee shall not, however, use "Monge Building" for any other reason without the lessor's prior written consent, including without limitation, the use of any name, trade name, mark, trade mark, service name, or service mark which includes "Monge Building". After the termination of this lease, the lessee shall not use the term "Monge Building" for any purpose.

12. **Signs and Décor.** All signs, space décor, displays, fixtures and improvements shall be designed and installed in good taste and in harmony with the Monge Building's décor, and the lessee shall remove promptly following the lessor's demand any such item which shall not be in keeping with the general concept of the Monge Building's appearance.

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

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

19. **Casualty Damage.** If any part of the premises shall have been totally destroyed by fire, flood, or other unavoidable casualty such that repairs or replacements cannot be reasonably completed within one hundred twenty days from the date of written notice by the lessee to the lessor of the occurrence of the damage, this lease shall terminate and the rent shall be abated for the unexpired portion of this lease, effective the date of such written notification. If, however, such repairs or replacements can be completed within that period and within ninety days of the expiration of the lease term, the lessor shall not be required to repair or replace such damage. If any portion of the premises shall be untenable following such casualty damage, rent shall be equitably adjusted, considering the portion being untenable and the period during which it shall have been untenable. In the event that the lessor should fail to complete the repairs or replacements within one hundred twenty days from the date of written notice by the lessee to the lessor of the occurrence of the damage, the lessee may terminate this lease by written notice to the lessor, and such termination shall be the lessee's sole remedy. The lessee shall be solely responsible for repairing or replacing any improvement, fixture, or item of personal property originally installed by the lessee which is not covered by casualty insurance, and nothing in this clause shall be construed as imposing on the lessor the duty to procure such insurance.
20. **Eminent Domain.** If all of the premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or if all of the premises is sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall abate effective the date upon which the condemning authority shall take possession of the premises. If less than all of the premises shall be taken or sold under such conditions, (a) the lessor may terminate this lease by written notice by the lessee, and the rent shall be abated as of the date upon which the condemning authority shall have taken possession of the premises, or (b) the lessor may rebuild or restore the improvements so long as such construction or restoration shall make the premises reasonably tenantable considering the uses for which the premises are leased, and the rent shall be equitably adjusted considering the portion of the premises being untenable and the period during which it shall be untenable. The lessor and the lessee shall each be entitled to prosecute or defend and receive separate awards and portions of lump-sum awards as may be allocated to their respective interests in any condemnation proceeding.
21. **Waste, Nuisance, and Use.** The lessee shall not commit or permit any waste of the premises; the lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance on the premises; the lessee shall not use and shall not permit another to use the premises for any unlawful purpose or for any purpose which would increase the fire and casualty insurance premium. There shall be no occurrence of an event of default as occasioned by any claimed unlawful use of the premises so long as (a) the lessee shall contest in good faith, diligently, and in accordance with all applicable laws, statutes, ordinances, rules or regulations, (b) the lessee shall pay when due any zoning or use charges or fees claimed due, under protest, (c) the lessee shall fund any indemnity expense fund as provided in paragraph 29, (d) the lessee shall perform all other acts necessary to prevent the creation of any lien or claims of lien against the premises, and (e) the lessee shall not have admitted that there shall be no further appeals taken or there shall have been no final non-appealable disposition of any such contest.

Furthermore, the lessee shall not (a) install any interior advertising media without the lessor's prior written consent, (b) keep or display any merchandise on the common areas or outside the confines of the premises, (c) otherwise obstruct the sidewalks or common

area, (d) fail to maintain the show windows and signs in a neat, clean and presentable condition, or (e) use any loud speakers, radio broadcasts, or other form of communication that can be heard outside the premises.

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

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

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

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

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

Upon the occurrence of an event of default, the lessor may immediately and without notice accelerate all sums due or to become due under this lease so that they are immediately due and payable, including reasonably anticipated costs and expenses, including attorney's fees, and enter and repossess the premises and evict the lessee and those claiming under the lessee without being deemed to be guilty in any manner of trespassing; such repossession and eviction shall not prejudice any remedies which might otherwise be used by the lessor for arrears of rent or for any breach of the lessee's agreement.

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

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

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

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

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

notices and demands other than those specifically governed by statute shall be addressed according to paragraph 1 unless either party shall notify the other of a change in such address pursuant to this provision. The lessor may enter and inspect the premises for any reason during normal business hours or at any other time under exigent circumstances. If the lessor shall convey the premises to a third party, the lessor is exculpated from liability or obligation following such conveyance so long as the grantee or transferee has prior notice or knowledge of the existence of this lease. This lease interest shall not constitute as asset of the lessee in an event of bankruptcy or other insolvency or debtor/collector proceedings and arrangements. If any part(s) of this agreement are determined to be invalid, unenforceable, or unlawful, this agreement shall be construed as if each such part was never included in this agreement. The captions used in this agreement are for convenience only and in no way define, limit, or describe the scope, intent, or construction of this agreement of its parts.

27. **Lease Termination.** Notwithstanding any other language or provisions in the Lease Agreement to the contrary, Landlord and Tenants agree Landlord may terminate this Lease by giving Tenants sixty (60) days notice. Upon being served with such notice of intent to terminate this lease, Tenants shall vacate the premises within said period of sixty (60) days. Any rents paid in advance for the month in which the premises are vacated shall be prorated to date of vacation. Tenant shall continue to adhere to all of the terms and conditions of this agreement until date of vacation.

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

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

29. **Other.** The parties acknowledge and consent that the Lessee will have a sub-tenant, the law firm of Wayne Carmichael PC, and that the sub lease does not violate any provisions of this Lease.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

Christie A Webb

Christie A. Webb Tazewell County  
(Print Name & Title) Clerk/Recorder

LESSOR:

By: [Signature]  
Board Chairman, Tazewell County, IL

ATTEST:

Kimberly J. Olman

KIMBERLY J. OLIMAN  
(Print Name & Title) Office manager

LESSEE:

By: [Signature]

Steven E Hostetter Pres.  
(Print Name & Title)

## ADDENDUM TO MONGE BUILDING LEASE AGREEMENT

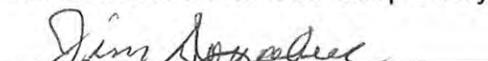
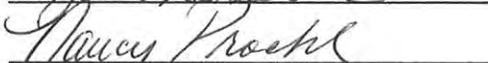
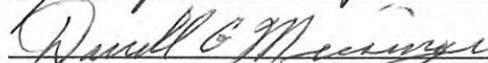
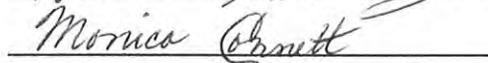
On the first day of each year of the extended term, the basic monthly rent shall be increased for the ensuing year in the same proportion that the Consumer Price Index for All Urban Consumers – United States City Average: All Items—Series A(1982-4=100) of the United States Department of Labor for the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

**COMMITTEE REPORT**

P-13-03

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Property Committee recommends to the County Board to approve the Lease Agreement with Pekin Main Street for rental space in the Monge Building; and

WHEREAS, the lease is for 12 months commencing on February 01, 2013 and ending February 01, 2014; and

WHEREAS, the monthly rent amount will be \$500.00 until May 01, 2013 and at that time the monthly rent amount will be \$600.00.

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

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

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

## MONGE BUILDING LEASE AGREEMENT

This lease agreement is entered into between the lessor and the lessee this 30 day of January, 2013 at Pekin, Illinois.

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

Lots 10, 11, 12, 13, 14 and 15 all in Block 46 in the Original Town, now City of Pekin, Tazewell County, Illinois.
  - (d) "the lessee" shall mean Pekin Main Street.  
the lessee's trade name is \_\_\_\_\_.
  - (e) "the lessor" shall mean Tazewell County, 11 South Fourth Street, Room 432, Pekin, Illinois 61554.
  - (f) "premises" shall mean that part of the Monge Building commonly known as Suite 219, 15 South Capitol, Pekin, Illinois 61554, containing approximately 540 square feet of floor area, together with the appurtenances specifically granted in this lease agreement, but reserving unto the lessor the use of the exterior walls, the roof, and the right to install, maintain, use, repair, and replace pipes, decks, conduits, wires, and similar matters.
2. **Demise.** The lessor leases the premises to the lessee, and the lessee leases the premises from the lessor.
3. **Condition.** The lessee accepts the premises in the condition existing at the commencement of this lease agreement.

**Purpose.** The premises are to be used by the lessee for the purpose of office space.

4. **Term.** The term of this lease shall be for 12 months, commencing on the 1st day of February, 2013, and ending on the 1st day of February, 2014. If the lessor shall be unable to deliver possession of the premises to the lessee for a period of 15 days after the commencement of this lease, the lessee may, by written notice to the lessor within 21 days after the commencement of this lease, declare this lease agreement void, and such declaration, the monthly rental installments shall be ratably adjusted for the period of non-possession.

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

See Addendum "A"

6. **Rent.** The lessee shall pay to the lessor an annual rent of U.S. \$6,000.00 payable in equal monthly installments of U.S. \$500.00, in advance, on the first day of each month, the first payment to be made upon the lessee's execution of this lease agreement.

Beginning May 1, 2013 the lessee shall pay the lessor an annual rent of U.S. \$7,200.00 payable in equal monthly installments of U.S. \$600.00 in advance, on the first day of each month through the remaining term of this lease.

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

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

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

Such policies of insurance shall be in such form and amounts and by such companies, as the lessor may accept.

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

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

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

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

9. **Security Deposit.** The lessee has deposited with the lessor the additional sum of US\$-0-, as security for the lessee's performance under this lease agreement. After the occurrence of an event of default, the lessor may apply any portion of the security deposit to the payment of any amounts due under this lease agreement. The security deposit or any balance of the security deposit shall be returned without interest to the lessee after the lessee has vacated the premises in an acceptable condition.

10. **Maintenance, Repairs, and Replacements.** The lessee shall maintain the premises in good condition, and shall make all repairs and replacements necessary for such routine maintenance (defined as any repair or maintenance with a cost of \$500.00 or less per occurrence). In any event, the lessee shall be responsible for any repair or replacement of any damaged or broken locks, doors, or (glass or screen) windows or any other thing damaged or broken as occasioned by acts or omissions of the lessee or the lessee's employees, agents, customers, guests, or invitees. The lessor shall make all necessary structural, mechanical and roof repairs to the Monge Building unless the damage is due to the lessee's fault

11. **Advertisements.** The lessee shall include in all advertisements, including without limitation, newspaper, print, television and radio, the trademark/trade name "Monge Building". The lessee shall not, however, use "Monge Building" for any other reason without the lessor's prior written consent, including without limitation, the use of any name, trade name, mark, trade mark, service name, or service mark which includes "Monge Building". After the termination of this lease, the lessee shall not use the term "Monge Building" for any purpose.

12. **Signs and Décor.** All signs, space décor, displays, fixtures and improvements shall be designed and installed in good taste and in harmony with the Monge Building's décor, and the lessee shall remove promptly following the lessor's demand any such item which shall not be in keeping with the general concept of the Monge Building's appearance.

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

13. **Lessee and Employee Parking.** The lessee and the lessee's employees shall park their vehicles (limited to automobiles, pick-up trucks, vans and motorcycles) only in those portions of the parking area designated for the purpose by the lessor. The lessee shall pay to the lessor, without notice or demand, a fee of U.S. \$5.00 per day for each violation hereof. Upon lessor's demand, the lessee shall furnish the lessor with the automobile license number for all such vehicles within three days after taking possession of the premises or within three days of any change in such vehicle or license number. Lessee shall be given a space in the parking area (Space 6 and 22 ).
14. **Modification of Building.** The lessor reserves the right to change, modify, add to or subtract from the size and dimensions of the Monge Building or any part thereof including without limitation the number, location and dimensions of buildings and stores, walkways, corridors, and sidewalks, the number of floors in any building, the location, size and number of tenant spaces, the identity, type, and location of other stores and tenants, and the size, shape, location, arrangement of common areas, and to design and decorate any portion of the Monge Building as it desires.
15. **Subordination.** This lease shall be subordinate to the lien of any mortgage, now or hereafter placed upon the Monge Building or any part of the Monge Building, and the lessee hereby irrevocably constitutes and appoints the lessor as the lessee's attorney-in-fact coupled with an interest to execute any subordination agreements which may be required in connection with negotiation or execution of any such mortgage. Moreover, the lessee agrees to execute subordination agreement, estoppels certificate, or such other paper and document as may be reasonably requested in connection with such mortgage transactions(s).
16. **Disclaimer of Warranties.** The lessor disclaims (and the lessee accepts such disclaimer and waives any claim to the contrary) any warranties, express or implies, of merchantability, fitness for a particular purpose, or otherwise of the heating and air conditioning equipment and systems or any other equipment, system, fixture, or goods attending this leasehold interest. To the extent any items affecting the leasehold are warranted by the manufacturer or any other third party, the lessor will apply any benefit received by reason of such warranties to the repair or maintenance thereof.
17. **Assignment/Sublease.** The lessee shall not assign this lease or enter into any sublease for the premises without the prior written consent of the lessor. The lessor may assign this lease, and, if so, shall assign all security deposits, prepaid rent, taxes, insurance, and other similar prepaid item to the lessor's assignee.
18. **Alterations/Improvements.** The lessee shall make no alterations or improvements to the premises without the lessor's prior written consent. In any event, any such alteration or improvement for which there is no prior written consent shall become a part of the premises to be surrendered to the lessor at the end of the term. Moreover, any alteration or improvement and all incidental work shall be completed by the lessee or its agents, contractor, of the like within 30 days following commencement of this lease term or such alteration or improvement. Additionally, the lease shall permit no lien to attach to or claim of lien to be made against the premises.

19. **Casualty Damage.** If any part of the premises shall have been totally destroyed by fire, flood, or other unavoidable casualty such that repairs or replacements cannot be reasonably completed within one hundred twenty days from the date of written notice by the lessee to the lessor of the occurrence of the damage, this lease shall terminate and the rent shall be abated for the unexpired portion of this lease, effective the date of such written notification. If, however, such repairs or replacements can be completed within that period and within ninety days of the expiration of the lease term, the lessor shall not be required to repair or replace such damage. If any portion of the premises shall be untenable following such casualty damage, rent shall be equitably adjusted, considering the portion being untenable and the period during which it shall have been untenable. In the event that the lessor should fail to complete the repairs or replacements within one hundred twenty days from the date of written notice by the lessee to the lessor of the occurrence of the damage, the lessee may terminate this lease by written notice to the lessor, and such termination shall be the lessee's sole remedy. The lessee shall be solely responsible for repairing or replacing any improvement, fixture, or item of personal property originally installed by the lessee which is not covered by casualty insurance, and nothing in this clause shall be construed as imposing on the lessor the duty to procure such insurance.
20. **Eminent Domain.** If all of the premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or if all of the premises is sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall abate effective the date upon which the condemning authority shall take possession of the premises. If less than all of the premises shall be taken or sold under such conditions, (a) the lessor may terminate this lease by written notice by the lessee, and the rent shall be abated as of the date upon which the condemning authority shall have taken possession of the premises, or (b) the lessor may rebuild or restore the improvements so long as such construction or restoration shall make the premises reasonably tenantable considering the uses for which the premises are leased, and the rent shall be equitably adjusted considering the portion of the premises being untenable and the period during which it shall be untenable. The lessor and the lessee shall each be entitled to prosecute or defend and receive separate awards and portions of lump-sum awards as may be allocated to their respective interests in any condemnation proceeding.
21. **Waste, Nuisance, and Use.** The lessee shall not commit or permit any waste of the premises; the lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance on the premises; the lessee shall not use and shall not permit another to use the premises for any unlawful purpose or for any purpose which would increase the fire and casualty insurance premium. There shall be no occurrence of an event of default as occasioned by any claimed unlawful use of the premises so long as (a) the lessee shall contest in good faith, diligently, and in accordance with all applicable laws, statutes, ordinances, rules or regulations, (b) the lessee shall pay when due any zoning or use charges or fees claimed due, under protest, (c) the lessee shall fund any indemnity expense fund as provided in paragraph 29, (d) the lessee shall perform all other acts necessary to prevent the creation of any lien or claims of lien against the premises, and (e) the lessee shall not have admitted that there shall be no further appeals taken or there shall have been no final non-appealable disposition of any such contest.

Furthermore, the lessee shall not (a) install any interior advertising media without the lessor's prior written consent, (b) keep or display any merchandise on the common areas or outside the confines of the premises, (c) otherwise obstruct the sidewalks or common

area, (d) fail to maintain the show windows and signs in a neat, clean and presentable condition, or (e) use any loud speakers, radio broadcasts, or other form of communication that can be heard outside the premises.

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

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

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

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

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

Upon the occurrence of an event of default, the lessor may immediately and without notice accelerate all sums due or to become due under this lease so that they are immediately due and payable, including reasonably anticipated costs and expenses, including attorney's fees, and enter and repossess the premises and evict the lessee and those claiming under the lessee without being deemed to be guilty in any manner of trespassing; such repossession and eviction shall not prejudice any remedies which might otherwise be used by the lessor for arrears of rent or for any breach of the lessee's agreement.

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

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

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

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

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

notices and demands other than those specifically governed by statute shall be addressed according to paragraph 1 unless either party shall notify the other of a change in such address pursuant to this provision. The lessor may enter and inspect the premises for any reason during normal business hours or at any other time under exigent circumstances. If the lessor shall convey the premises to a third party, the lessor is exculpated from liability or obligation following such conveyance so long as the grantee or transferee has prior notice or knowledge of the existence of this lease. This lease interest shall not constitute as asset of the lessee in an event of bankruptcy or other insolvency or debtor/collector proceedings and arrangements. If any part(s) of this agreement are determined to be invalid, unenforceable, or unlawful, this agreement shall be construed as if each such part was never included in this agreement. The captions used in this agreement are for convenience only and in no way define, limit, or describe the scope, intent, or construction of this agreement of its parts.

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

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

Dated this 30<sup>th</sup> day of January, 2013.

ATTEST:

Christie A. Webb  
Christie A. Webb Tazewell  
(Print Name & Title) County Clerk/Recorder

LESSOR:

By:   
Board Chairman, Tazewell County, IL

ATTEST:

Judy K. Seale

Judy K. Seale Zoning Asst.  
(Print Name & Title)

LESSEE:

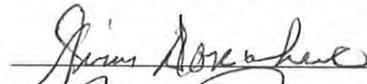
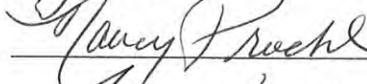
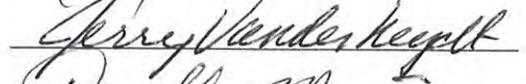
By: Melida Heien

Melida Heien, Executive Director  
(Print Name & Title)

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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




**RESOLUTION**

WHEREAS, the County's Property Committee recommends to the County Board to accept grant funds from Landmarks Illinois for an exterior lighting project at the Courthouse; and

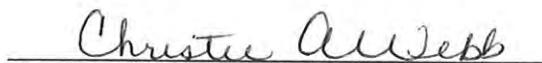
WHEREAS, the maximum grant amount Tazewell County could receive is \$12,500.00 and this is a matching grant program.

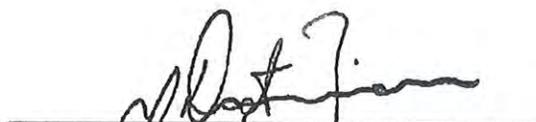
THEREFORE BE IT RESOLVED that the County Board authorizes the grant funds to be accepted and authorizes the County Administrator to sign and execute the agreement.

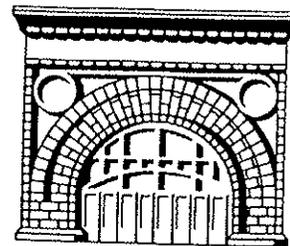
BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Superintendent of Building and Grounds of this action.

PASSED THIS 30<sup>th</sup> DAY OF JANUARY, 2013.

ATTEST:

  
 Tazewell County Clerk

  
 Tazewell County Board Chairman



LANDMARKS  
ILLINOIS

FOUNDED IN 1971

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Alicia Berg

*Vice Chairman*

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Frieda Ireland

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Anne-Marie St. Germaine

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\* *Life Director*

CHAIRMAN EMERITUS

Richard Miller

11 January 2013

Dan Gillette  
Buildings and Grounds Superintendent  
101 South Capitol Street  
Pekin, IL 61554

*Re: Richard H. Driehaus County Courthouse Grant*

Dear Mr. Gillette,

I'm please to inform you that Landmarks Illinois has awarded a \$12,500 grant to Tazewell County from the *Richard H. Driehaus County Courthouse Grant Program* for the Exterior Lighting Project.

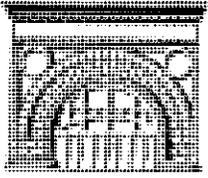
Acceptance of this grant is indication of your willingness to conduct your project in conformance with the special conditions outlined in the attached Grant Agreement. Please return this agreement to our office postmarked no later than February 15, 2013.

Landmarks Illinois is pleased to be part of the Exterior Lighting Project and congratulates you on your stewardship of such an important historic structure. Please do not hesitate to contact me with questions or concerns.

Sincerely,

Bonnie McDonald  
President

*The Monadnock Building*  
53 W. Jackson Blvd., Suite 1315  
Chicago, Illinois 60604-3562  
Tel: (312) 922-1742



# Landmarks Illinois

## Richard H. Driehaus County Courthouse Grant Grant Agreement

**1. Grant and Budget.** Landmarks Preservation Council Illinois d/b/a Landmarks Illinois (the "Grantor") has awarded a grant to **Tazewell County** (the "Grantee") in the amount of **\$12,500** for the purposes stated in paragraph 2 (the "grant"). In accepting this grant, Grantee agrees to all the terms and conditions of this Grant Agreement.

**2. Use of Grant Funds.** Grantee shall use the grant solely for the following purposes (the "project") as stated in the grant application:

Replacement of eight exterior lighting fixtures – two fixtures at each of the four entrances. The proposed lighting fixtures will be similar in design to the original fixtures as based on historic photos.

Grant funds may not be used to cover administrative costs or to subsidize staff salaries. Any changes in the purposes of the grant must secure in advance the written consent of the Grantor.

**3. Required Match.** This grant must be matched with other funding on at least a 1:1 basis. The match can be cash or in-kind donations. Evidence of the match must be submitted prior to the funds being dispersed.

**4. Schedule.** The terms of this grant agreement will commence upon execution by both parties. Administration of the grant will follow the process described herein.

**4.a** This contract must be signed and returned to the Grantor postmarked no later than **February 15, 2013**, and related construction must begin within **ninety days** of that submittal. An extension may be approved by the Grantor if there is evidence of progress toward a construction start acceptable by Grantor.

**4.b** When work on the project reaches 50% complete, the Grantee will submit a **50% PROGRESS REPORT** and the Grantor will verify progress through consultation with consultants, and/or contractors or by visiting the Project. Upon receipt and review of the **50% PROGRESS REPORT** the Grantor will issue payment for one half of the Grant. If the **50% PROGRESS REPORT** is not transmitted by **August 15, 2013**, the Grantor will have the right to cancel the award and all rights related thereto will be forfeited by the Grantee. An extension may be approved by the Grantor if there is evidence of progress acceptable by Grantor.

**4.c** The work must be substantially complete and the **COMPLETION REPORT** submitted by the Grantee no later than **December 31, 2013**. Extensions beyond that deadline shall be issued only for extraordinary circumstances beyond the control of the Grantee, subject to the approval of Grantor. Upon receipt of the **COMPLETION REPORT**, the Grantor will verify completion through consultation with consultants and/or, contractors or by visiting the project, and upon satisfaction of compliance with the terms of this agreement will issue payment for the balance of the grant.

Copies of all related submittal forms are attached hereto and will also be made available in electronic form.

**5. Retention of Records.** Grantee must maintain auditable records of all expenditures under this grant for three (3) years after completion of this grant assisted project.

**6. Publicity.** Upon request, the Grantee agrees to participate in publicity events determined beneficial by the Grantor. Grantee further agrees to permit the Grantor to use any and all submissions in the application and in the reports for the promotion of the program and for their general corporate purposes.

**7. Acknowledgement of Support.** Grantee agrees to acknowledge the support of Landmarks Illinois' Richard H. Driehaus County Courthouse Grant in all print, audio, electronic, and film/video media that it produces concerning the project by including the following statement:

"This project is supported by a grant from Landmarks Illinois' Richard H. Driehaus County Courthouse Grant program, a partnership of Landmarks Illinois and the Richard H. Driehaus Charitable Lead Trust."

If a project sign is erected Grantee agrees to recognize the contributions of Landmarks Illinois and the Richard H. Driehaus County Courthouse Grant program. Grantee agrees to apply the Landmarks Illinois logo on construction signage related to the project through the period of the grant. Permanent recognition of the grant appropriate to the site is required in a manner comparable to recognition of other donors at the level of this grant.

**8. Inspections.**

8.a. Grantee agrees to submit above specified documents and provide related attachments completed to describe the work on the project and all expenditures made from grant funds, and to demonstrate Grantee's compliance with the terms of this agreement. It is understood that the report will be submitted by the Grantee to Landmarks Illinois.

8.b. Grantee agrees to permit representatives of the Grantor with reasonable notice, to inspect the project to ensure that the work is progressing as planned and that the grant funds are being used for the purposes stated. Grantee also agrees to allow reasonable access to consultants and contractors engaged by the Grantee for the project.

**9. Representations and Warranties.** Grantee hereby represents and warrants the following:

9.a. it is a 501(c)(3) nonprofit corporation in good standing, or a public agency;

9.b. if it has previously received Grantor financial assistance, all grant requirements were satisfied or are current as of the date of this agreement;

9.c. that the representative executing this agreement has the power and authority to bind the Grantee to the terms stated herein;

9.d. that the project is in compliance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties*.

**10. Retention of Project Architect.** Grantee will retain a licensed architect for the Project which architect will be knowledgeable and experienced in the renovation of historic buildings.

**11. Breach.** Failure to comply with the terms and conditions of this grant agreement, including, without limitation, any failure to: 1) meet the deadlines for construction start and the submittal of related forms as specified in paragraph 3; 2) obtain the Grantor's written approval of any proposed changes in use of grant before implementation; or 3) complete the project as described shall nullify the grant with the expectation that all funds paid to the Grantee shall be returned, along with reasonable accrued interest. In the event that Grantee violates or fails to carry out any provision of this Agreement, including, without limitation, failure to submit reports when due, Grantor may, in addition to any other legal remedies it may have, refuse to make any future grants or installment payments of this grant to Grantee and require the repayment of any funds that have already been paid. Grantee agrees, in the event of breach, upon the request of Grantor, to return any and all payments to Grantor.

**12. Lobbying and Political Activities.** Grantee shall use no portion of the grant to participate in any political campaign on behalf of or in opposition to any candidate for public office, or to support attempts to influence legislation of any governmental body other than through making available the results of non-partisan analysis, study and research, to induce or encourage violations of law or public policy, to cause any private inurnment or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c)(3) of the Code.

**13. Non-Discrimination.** Grantee agrees to not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or sexual orientation. This obligation also extends to disabled veterans, Vietnam-era veterans and individuals with disabilities.

**14. Change in Status.** Grantee shall notify Grantor immediately of any change in (a) Grantee's tax-exempt status, or (b) Grantee's executive staff or key staff responsible for achieving the grant purposes.

**15. Indemnification and Hold Harmless.** Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Landmarks Illinois and the Richard H. Driehaus Charitable Lead Trust, their officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorney's fees), directly or indirectly, wholly or partially, arising from or in connection with any act or omission of Grantee, its officers, directors, employees, or agents, in applying for or accepting the grant, in expending or applying the proceeds of the grant, or in carrying out the project.

**16. Assignment.** This agreement may not be assigned by the Grantee without the prior written approval of the Grantor.

**17. Entire Agreement.** This agreement supersedes any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This agreement may not be amended or modified except in a written document signed by both parties hereto.

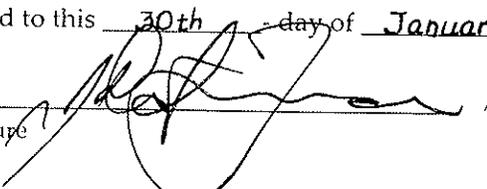
Bonnie McDonald      1/11/13  
Bonnie McDonald, President      Date  
Landmarks Preservation Council of Illinois  
d/b/a Landmarks Illinois

Shelley Gorson      1-10-13  
Shelley Gorson, Chairman of the Board      Date  
Landmarks Preservation Council of Illinois  
d/b/a Landmarks Illinois

By signing and returning this agreement you acknowledge that these grant funds will be used expressly for the purposes described herein and are subject to the conditions contained in herein. A copy is enclosed for your records.

Agreed to this 30th day of January, 2013.

Signature



Name

David Zimmerman

Title

Organization

Date

02-11-13

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

~~★~~

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RESOLUTION**

WHEREAS, the Consolidated Omnibus Reconciliation Budget Act (COBRA) requires employers with twenty or more employees to offer continued coverage in their group health plans to certain former employees, retirees, spouses and dependent children; and

WHEREAS, the length of continuation coverage offered ranges from eighteen to thirty-six months depending upon the existence of a "qualifying event"; and

WHEREAS, the employer may require individuals electing this health coverage to pay monthly premiums based upon an actuarial or experience method of calculation plus a surcharge of up to 2% to cover administrative costs.

NOW THEREFORE BE IT RESOLVED to establish the following COBRA premiums, based upon the actuarial method of calculation:

	<b>Medical/RX</b>	<b>Dental</b>	<b>Total</b>
Employee	\$494.38	\$38.54	\$532.92
Family	\$1,179.53	\$85.37	\$1,264.90

The effective date for premium change will be December 01, 2012.

BE IT FURTHER RESOLVED that the County Clerk notifies County Board Chairman, Health Alliance and the Payroll Division of this action.

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

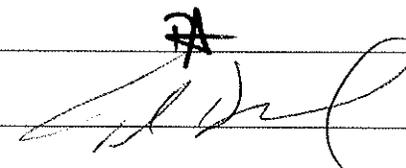
Christie Anderson  
County Clerk

[Signature]  
County Board Chairman

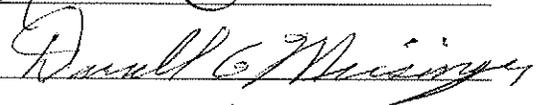
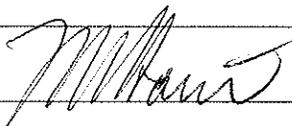


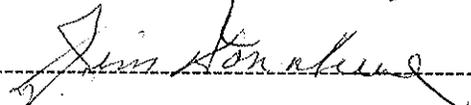
Mr. Chairman and Members of the Tazewell County Board:

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

\_\_\_\_\_  \_\_\_\_\_

\_\_\_\_\_  \_\_\_\_\_

\_\_\_\_\_   \_\_\_\_\_

\_\_\_\_\_  \_\_\_\_\_

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve an amendment to the 2009 Summary Plan Description/Plan Document of the Tazewell County Health Care Plan; and

WHEREAS, the amendment is in Employee Eligibility under subsection "Eligibility Date" and will be revised to read as follows:

An Employee shall be eligible for coverage under the Plan on the first day of the month following the date he or she begins Full-Time Employment with the Employer or other governmental unit participating in the Plan. A contract Employee not covered by a collective bargaining agreement shall be eligible for coverage under the Plan on the date set forth in the employment contract.

THEREFORE BE IT RESOLVED by the County Board that the proposed amendment to the Tazewell County Health Care Plan be approved.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Health Alliance, 301 S. Vine Street, Urbana, IL 61801, and the Payroll Division of this action.

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

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

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

**Regarding:**

1. **General Information**
2. **Employee Eligibility**

**AMENDMENT TO THE  
TAZEWELL COUNTY HEALTH CARE PLAN**

The following is an amendment to your **December 2009** Summary Plan Description/Plan Document. Please review this document carefully and keep it with your Summary Plan Description/Plan Document for future reference.

**AMENDMENT #6, Effective December 1, 2012:**

*On page 5 under the section "GENERAL INFORMATION," the subsections "Contract Administrator," "Utilization Review Administrator," and "COBRA Notice Coordinator" are revised, and a new subsection "Pharmacy Benefit Manager" is added. These subsections shall read as follows:*

6. Contract Administrator:

Health Alliance Medical Plans, Inc.  
301 S. Vine St.  
Urbana, IL 61801-3347  
1-800-322-7451

7. Utilization Review Administrator:

Health Alliance Medical Plans, Inc.  
1-800-322-7451

8. COBRA Notice Coordinator:

Benefit Planning Consultants (BPC)  
2110 Clearlake Blvd., Ste. 200  
Champaign, IL 61826-7500  
1-217-355-2300

14. Pharmacy Benefit Manager:

Catamaran™

Contact:  
Health Alliance Medical Plans, Inc.  
Pharmacy Department  
301 S. Vine St.  
Urbana, IL 61801-3347  
1-800-851-3379, extension 8078

*On page 14 under the section "EMPLOYEE ELIGIBILITY," as amended, the subsection "Eligibility Date" is revised to read as follows:*

**Eligibility Date**

An Employee shall be eligible for coverage under the Plan on the first day of the month following the date he or she begins Full-Time Employment with the Employer or other governmental unit participating in the Plan. A contract Employee not covered by a collective bargaining agreement shall be eligible for coverage under the Plan on the date set forth in the employment contract.

**TAZEWELL COUNTY HEALTH CARE PLAN**

December 2009 Summary Plan Description/Plan Document

**Amendment #6**  
General Information  
Employee Eligibility

Approved by   
Title Tazewell County Board Chairman  
Date 02-11-13



301 S. VINE ST. • URBANA, IL 61801-3347

Michael Freilinger  
Tazewell County Administrator  
11 South Fourth Street, Suite 432  
Pekin, IL 61554

Michael,

This letter is to confirm the proposed plan change effective December 1, 2012. Health Alliance Medical Plans will create a Health Benefit Plan Amendment that states effective December 1, 2012, a 60 (sixty) day waiting period will no longer be required to enroll in the Tazewell County Health Benefit Plan. Employees will be eligible for coverage the first of the month following the employee's first day of employment.

I have also sent this information to your current Stop Loss Carrier, StarLine. StarLine has agreed to accept the removal of the 60 (sixty) day waiting period and the addition of the new coverage eligibility date effective December 1, 2012.

Should you have any questions or concerns, please do not hesitate to contact me at (217) 255-4518.

Sincerely,

A handwritten signature in black ink that reads "Sarah Bigger".

Sarah Bigger  
Client Consultant.

800.851.3379  
217.337.8100  
TTY: 800.526.0844  
HEALTHALLIANCE.ORG

Si Usted necesita ayuda para interpretar la información sobre sus beneficios, por favor llamar al teléfono gratis 800.851.3379 y pregunte por la "Language Line."



## Tazewell County Board Policy Statement

Category:	Human Resources	Policy Number:	HR01-01
Subject:	Employee Performance Evaluation	Approval Date:	08/29/01
		Revised:	07/30/08
		Revised:	09/30/09
		Revised:	03/28/12 – HR-12-12
		Revised:	01/30/13 – HR-13-04

Purpose: In order to be responsive to existing Personnel Policy and Collective Bargaining Agreements providing for the evaluation of employee performance, it is appropriate to establish and implement a system for the regular and objective measuring of employee job performance. Procedures for employee performance evaluation shall be designed to assure that evaluations are conducted uniformly and consistently for all employees in the service of the County.

Rationale: Employee performance evaluation shall be conducted for all appointed employees in the County service. The purpose of performance evaluation is to provide each employee with a formal and regular opportunity to have examined the extent to which the employee's job performance meets the employer's work standards or expectations and to receive suggestions, recommendations and direction for performance improvement.

Use: Performance evaluations shall also be used as a basis to determine merit pay increases, performance bonuses and may be used as one factor in decisions regarding future training needs, promotion potential or such other purposes as may be deemed appropriate.

### Action Plan:

#### 1. Evaluation System

- a. The County Administrator shall, with input of all Department Heads and, subject to the approval of all elected officials regarding their employees, maintain a plan for classifying, compensating and evaluating all positions in County service and recommend its approval by the appropriate County Board Committee.
- b. The Employee Evaluation System shall be designed to objectively measure employees' abilities to effectively and efficiently perform their position's duties. To the extent practical, evaluation instruments should be developed and tailored to measure position-specific performance indicators. At a minimum, performance evaluation instruments shall be developed for each of the following position classes:

- Managerial
- Professional
- Supervisory
- Administrative
- Field/Technical
- Office/Clerical

c. The Employee Evaluation System shall be designed such that performance on each job-related factor is measured, according to appropriate, meaningful indicators. Employee performance shall be rated according to the following rating key:

- Unsatisfactory      Unacceptable performance which must receive immediate attention.
- Below Standards      Performance falls short of that which is normally expected.
- Meets Standards      Performance generally meets organizational and Departmental expectations and is limited to the top 90% of the County workforce.
- Exceeds Standards      Performance generally falls above organizational and Departmental expectations and is limited to the top 20% of the County workforce.

To qualify for a rating of Exceeds Standards the employee must have an evaluation rating that exceeds the mean department score by 25%.

- Outstanding      Exemplary performance on all or nearly all performance factors and is limited to a maximum of the top 5% of the County workforce.

To qualify for a rating of Outstanding the employee must have specific performance in one of the following:

- i. FSLA Exempt (Exempt) employees who assume additional duties without additional compensation that require an average of 8 hours of additional work per pay period for a minimum of 15 weeks.
- ii. FSLA Non-exempt employees who assume duties of a higher job classification, without additional compensation, for a period of time in excess of 15 weeks.

- iii. Any employee who voluntarily returns to work while on a scheduled paid leave of absence to assist in the resolution of an issue that they have not contributed to.

## 2. Performance Evaluation Procedure

- a. Upon receipt of notification by the Department Head, the immediate supervisor shall prepare performance evaluations for each employee under his/her supervision, and in accordance with this policy and the instructions found on the evaluation instrument. Employees will be given the opportunity to submit written summaries of work achievements and accomplishments during the evaluation period, which will be taken into consideration by the Supervisor in preparing the evaluation.
- b1. Upon completion of the evaluation instrument, the supervisor will submit the evaluation to his/her respective Department Head. The Department Head shall review, amend, or clarify the evaluation, as appropriate.
- b2. In the event the overall evaluation for the employee is **Exceeds Standards, Outstanding and all Performance Bonus awards** the Department Head shall forward the evaluation instrument to the County Administrator prior to the performance review meeting with the employee and prior to the evaluation score being communicated to the employee. Evaluations tentatively scored as **Exceeds Standards, Outstanding or Performance Bonus award** submitted to the County Administrator shall include attachments that support the **Exceeds Standards, Outstanding or Performance Bonus award** rating, including the mean evaluation score for the office or department. The County Administrator will review the evaluation for completeness, review the content of the written comments to assure the instrument has been prepared in conformance with the intent of this Policy Statement and to ensure that the number of awards do not exceed the overall percentage limits. If so, the evaluation instrument will be signed off by the County Administrator and forwarded to the Department Head.
- c. The Department Head will sign off on the evaluation instrument and return the evaluation form to the supervisor, directing the supervisor to conduct a performance review meeting with the employee. The employee may make comment, either verbally or in writing in support of, or objection to, the evaluation. These comments shall be noted either on the evaluation form, or as an attachment.
- d. The completed form with attachments, if any, shall be signed by the supervisor and employee and submitted to the Department Head. If, after reviewing the evaluation and any employee comments, the Department Head elects to modify the evaluation, and the modification results in a

change in Overall Performance Rating to **Exceeds Standards, Outstanding or Performance Bonus award**, Steps B1 and B2 shall be repeated. The employee will be given the opportunity to review the modification with the Department Head and to respond in writing to the changes.

- e. In order for an employee to be eligible to receive the merit compensation adjustment associated with **Exceeds Standards, Outstanding or Performance Bonus award**, the evaluation instrument must cite specific examples, or reasons for such rating on the individual performance factor ratings and for the Overall Performance Rating.
- f. A Personnel Action Form (PAF) shall be completed to reflect the change in salary and performance bonus awarded based on the Performance Evaluation Instrument and distributed as follows:
  - i. The Original to the employee's permanent personnel file
  - ii. One copy to the Human Resource unit
  - iii. One copy to the payroll unit
  - iv. One copy to the Employee
  - v. One copy to the Evaluator/Elected Official or Department Head
- g. The completed evaluation will then become a part of the employee's permanent personnel file and distributed as follows.
  - i. The Original to the employee's permanent personnel file
  - ii. One copy to the Human Resource unit
  - iii. One copy to the payroll unit
  - iv. One copy to the Employee
  - v. One copy to the Evaluator/Elected Official or Department Head

### 3. Merit Compensation Eligibility

- a. All employees who serve in positions that are classified and assigned a Pay Grade according to the Hay Group Internal Equity Study are eligible for annual merit compensation adjustments in accordance with their overall rating on their annual performance evaluation, provided their date of hire in their current position was no later than June 1<sup>st</sup> of the evaluation year.
- b. Employees who meet all eligibility requirements, including a date of hire for their current position of no later than June 1<sup>st</sup> of the evaluation year, shall be advanced in their Pay Grade, as follows:
  - i. An overall evaluation of Meets Expectations = a one Step advancement, or 2.5% for nonunion employees working under a

- Pay Plan without a step system, up to the mid-point for the assigned pay grade.
- ii. An overall evaluation of Exceeds Standards = a one Step advancement or 2.5% for nonunion employees working under a Pay Plan without a step system.
  - iii. An overall evaluation of Outstanding = a two Step advancement or 5.0% for nonunion employees working under a Pay Plan with a step system.
- c. Employees whose base compensation is set above the Maximum Step in their designated Pay Grade shall receive a Merit Bonus\*, as follows:
- i. An overall evaluation of Meets = a 0.0% Bonus
  - ii. An overall evaluation of Exceeds = a 1.0% Bonus
  - iii. An overall evaluation of Outstanding = a 2.5% Bonus

\*Such Bonus shall not become a part of the employee's Base Pay. Employees who are performing at a minimum of a "Meets Expectations" level who would experience a pay decrease in years when there is no general wage or cost-of-living increase to the pay plan or one whose size also would cause a pay decrease, shall receive compensation at the previous year's level subject to all other conditions of this policy, including affordability.

#### 4. Performance Bonus

- a. Employees at all levels shall be eligible for a "Performance Bonus" that does not become part of their base pay. Performance bonuses may be awarded by the Elected Officials or Department Heads with the County Administrator's approval, as they determine to best reward performance and motivate their workforce. Performance Bonuses may be awarded in any dollar amount to any subordinate employee for a single year, not to exceed the amount allocated to their office or department by the County Board.
- b. The County Board may appropriate up to 0.5% of total salary amount for employees covered by this policy to provide for performance bonuses for any fiscal year. The appropriation will be originally made under County Administration and an amount sufficient to fund the aggregate approved performance bonus award will be transferred to the appropriate Office or Department upon approval of the County Board.
- c. "Special Performance Bonuses" – Any employee or group of employees, who presents a cost savings or revenue generating idea that is implemented and results in savings or increased revenues of at least \$100,000 in a twelve month period are eligible for a special performance bonus of 5% of the first year savings or increased revenue up to a maximum of \$10,000. In case of a group of employees the bonus will be divided equally among the employees.

To be eligible for a special performance bonus the employee(s) must submit their idea on forms provided by the employer prior to its implementation. The idea must be approved and implemented by the employer. The required savings or increased revenues need to be realized within a twelve month period after full implementation and verified by the County Auditor and approved by the County Administrator in order to be eligible for an award.

The eligibility to receive this award is solely determined by the employer. This criterion is not subject to the top 0.5% appropriation, nor does it count towards the threshold for the other performance bonus awards.

- d. Performance Bonuses and Special Performance Bonuses will be distributed with the first pay check in the fiscal year the funds were appropriated and based on the employee's evaluation and performance or verified savings or increased revenues in the prior fiscal year.
- e. This policy in no way obligates the County Board to appropriate funds or Elected Officials and Department Heads to award these bonuses.

5. Period of Evaluation

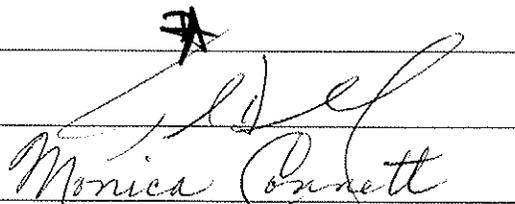
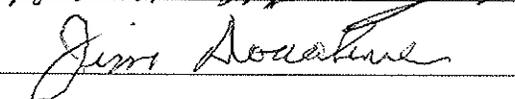
- a. Employees' performance shall be evaluated annually for the period August 1 through July 31. Merit compensation increases shall be effective December 1 following the evaluation period.

6. Affordability

- a. The scope of the County's continued use of merit compensation as outlined above is contingent on the County's ability to afford to fund the merit compensation program.

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:

	
Monica Bennett	
	
Donald C. Murrain	
	
Jim Souther	[unclear]

**RESOLUTION**

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve the Provider Services Agreement and Business Associate Agreement through Benefit Planning Consultants, Inc. for Medical Reimbursement and COBRA benefits; and

WHEREAS, Health Alliance does not provide Medical Reimbursement or COBRA and have reassigned the administration of those benefits through Benefit Planning Consultants, Inc.; and

WHEREAS, the Human Resources Committee recommends authorizing the County Administrator to execute the Plan document; and

THEREFORE BE IT RESOLVED the County Board approves the recommendation.

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

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

  
County Clerk

  
County Board Chairman

## PROVIDER SERVICES AGREEMENT AND BUSINESS ASSOCIATE AGREEMENT

### RECITALS

A. Tazewell County ("Employer") has established certain employee benefit programs, including one or more of the following: a health flexible spending account ("FSA") under Code Section 105; a dependent care assistance program ("DCAP") under Code Section 129; a health reimbursement arrangement ("HRA") under Code Section 105; transportation fringe benefit plan ("Transportation Plan") under Code Section 132(f)(4); Health Savings Accounts ("HSA") under Code Section 223 and COBRA administration. The FSA and the DCAP are each offered under Code Section 125 cafeteria plan.

B. Employer has requested Benefit Planning Consultants, Inc. ("PROVIDER") to act as its agent for the payment of certain benefits and to furnish certain administrative services for one or more of the FSA, DCAP, HRA, Transportation Plan, HSA, and COBRA as described in this Agreement (collectively, the "Program").

In consideration of the mutual promises contained in this Agreement, Employer and PROVIDER agree as follows.

### ARTICLE I. INTRODUCTION

**1.1 Effective Date and Term.** The effective date of this Agreement is December 1, 2012 ("Effective Date"). The initial term shall be the length of the initial plan year; thereafter, this Agreement will renew automatically for successive periods of twelve (12) months unless this Agreement is terminated in accordance with the provisions of Section 7.8.

**1.2 Scope of Undertaking.** Employer has sole and final authority to control and manage the operation of the Program. PROVIDER is and shall remain an independent contractor with respect to the services being performed hereunder and shall not for any purpose be deemed an employee of Employer. Nor shall PROVIDER and Employer be deemed partners, engaged in a joint venture or governed by any legal relationship other than that of independent contractor. PROVIDER does not assume any responsibility for the general policy design of the Program, the adequacy of its funding, or any act or omission or breach of duty by Employer. Nor is PROVIDER in any way to be deemed an insurer, underwriter or guarantor with respect to any benefits payable under the Program. Provider generally provides reimbursement services only and does not assume any financial risk or obligation with respect to benefits offered or claims for benefits payable by Employer under the Program. Nothing herein shall be deemed to constitute Provider as a party to the Program or to confer upon Provider any authority or control respecting management of the Program, authority or responsibility in connection with administration of the Program, or responsibility for the terms or validity of the Program. Nothing in this Agreement shall be deemed to impose upon Provider any obligation to any employee of Employer or any person who is participating in the program ("Participant").

#### **1.3 Definitions.**

"**Agreement**" means this Provider Services Agreement, including all Appendices hereto.

"**COBRA**" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

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

"**DCAP**" has the meaning given in the Recitals.

"**Electronic PHI**" has the meaning assigned to such term under HIPAA.

"**Eligibility Reports**" have the meaning described in Section 2.3.

"**Employer**" has the meaning given in the Recitals.

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

"**Effective Date**" has the meaning given in Section 1.1.

"**FSA**" has the meaning given in the Recitals.

"**Group Health Plan**" means a Plan maintained by an Employer that provides medical care to employees or their dependents, directly or through insurance, reimbursement, or otherwise.

"**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, as amended.

"**Named Fiduciary**" means the named fiduciary as defined in ERISA Section 402(a) (1).

"**Participant**" has the meaning given in Section 1.2.

"**Plan**" means the FSA, DCAP, HRA, Transportation Plan, or Group Health Plan as applicable.

"**Plan Administrator**" means the administrator as defined in ERISA Section 3(16)(A).

"**Program**" has the meaning given in the Recitals

"**Qualifying Event**" means a Triggering Event that causes a loss of coverage under a Group Health Plan.

"**Provider**" has the meaning given in the Recitals.

"**Transportation Plan**" has the meaning given in the Recitals.

"**Triggering Event**" means an event that will result in a Qualifying Event under COBRA, it also causes a loss of coverage under a Group Health Plan.

**ARTICLE II**  
**EMPLOYER RESPONSIBILITIES**

**2.1 Sole Responsibilities**

- (a) *General.* Employer has the sole authority and responsibility for the Program and its operation, including the authority and responsibility for administering, construing and interpreting the provisions of the Program and making all determinations thereunder. Employer gives Provider the authority to act on behalf of Employer in connection with the Program, but only as expressly stated in this Agreement or as mutually agreed in writing by Employer and Provider. All final determinations as to a Participant's entitlement to Program benefits are to be made by Employer, including any determination upon appeal of a denied claim for Program benefits. Employer is considered the Plan Administrator and Named Fiduciary of the Program benefits for purposes of ERISA.
- (b) *Examples.* Without limiting Employer's responsibilities described herein, it shall be Employer's sole responsibility (as Plan Administrator) and duty to: ensure compliance with COBRA; perform required nondiscrimination testing; amend the Plans as necessary to ensure ongoing compliance with applicable law; file any required tax or governmental returns (including Form 5500 returns) relating to the Plans; determine if and when a valid election change has occurred; handle Participant appeals; execute and retain required Plan, claims and COBRA documentation; and take all other steps necessary to maintain and operate the Plans in compliance with applicable provisions of the Plans, ERISA, the Code and other applicable federal and state laws. Upon written request, Provider can act as an independent contractor to assist in preparing said services for mutually agreed upon fees or as outlined in the fee schedule Appendix.

**2.2 Service Charges, Taxes and Fees; Funding.** Employer shall pay Provider the service charges set forth in the Appendices hereto, as described in Article V. Employer shall promptly fund an account maintained for the payment of Program benefits as described in Article IV. In addition, the Employer shall pay Provider any taxes or fees that may be required to be paid by the Provider for any plans or plan participants sponsored by the Employer. Benefit Payment System (BPS), the company the TPA uses for processing payments for the Employer Program will debit the Employer's bank account \$1.00 for a pre-note fee whenever the Employer provides a new bank account or there is a change in the bank account the Employer uses for payments under any Program. The employer will be responsible for funding this pre-note fee.

**2.3 Information to Provider.** Employer shall furnish the information requested by Provider as determined necessary to perform Provider's functions hereunder, including information concerning the Program and the eligibility of individuals to participate in and receive Program benefits ("Eligibility Reports"). Such information shall be provided to Provider in the time and in the manner agreed to by Employer and Provider but no later than 30 days from the date of coverage termination for COBRA notification purposes. Provider shall have no responsibility with regard to benefits paid in error due to Employer's failure to timely update such information. From time to time thereafter, but no more frequently than monthly, Provider shall provide Employer with updated Reports by electronic medium unless otherwise agreed by the parties. Employer shall be responsible for ensuring the accuracy of its Eligibility Reports, and bears the burden of proof in any dispute with Provider relating to the accuracy of any Report. Provider shall have no liability to Employer or any Participant as a consequence of an inaccurate Report and Provider shall not have any obligation to credit Employer for any claims expenses or administrative fees incurred or paid to Provider as a consequence of Employer failing to review Reports for accuracy. Provider shall assume that all such information is complete and accurate and is under no duty to question the completeness or accuracy of such information. Such Eligibility Reports shall be considered PHI and, when transmitted by or maintained in electronic media shall be considered electronic PHI, and subject to the privacy and security rules under HIPAA and Article VI of this Agreement.

**2.4 Plan Documents.** Employer is responsible for the Program's compliance with all applicable federal and state laws and regulations and shall provide Provider with all relevant documents, including but not limited to, the Program documents and any Program amendments. Employer will notify Provider of any changes to the Program at least sixty (60) days before the effective date of such changes. Employer acknowledges that Provider is not providing tax or legal advice and that Employer shall be solely responsible for determining the legal and tax status of the Program. As described in Section 3.7, Provider can furnish updated documents and/or amendments at the current applicable fee.

**2.5 Liability for Claims.** Employer is responsible for payment of claims made pursuant to, and the benefits to be provided by, the Program. Provider does not insure or underwrite the liability of Employer under the Program. Employer is responsible for proper funding of reimbursements issued by Provider to participants. Except for expenses specifically assumed by Provider in this Agreement, Employer is responsible for all expenses incident to the Program.

**2.6 Indemnification.** Employer shall indemnify Provider and hold it harmless from and against all loss, liability, damage, expense, attorney's fees or other obligations, resulting from, or arising out of any act or omission of Employer in connection with the Program or demand, or lawsuit by Program Participants and beneficiaries against Provider in connection with benefit payments or services performed hereunder. In addition, Employer shall indemnify Provider and hold it harmless from and against any liability, expense, demand, or other obligation, resulting from, or out of any premium charge, tax or similar assessment (federal or state), for which the Program or Employer is liable. Employer shall also have the indemnification obligation described in Section 3.3. Provider shall indemnify Employer and hold it harmless from and against all loss, liability, damage, expense, attorney's fee or other obligations, resulting from, or arising out of any act or omission of Provider in connection with performing its obligations under this Agreement.

**2.7 Medical Records.** Employer shall, if required by law or regulation, notify each Participant and provide each Participant with an opportunity to opt out (if required) or obtain from each Participant such written authorization for release of any personal financial records and medical records in accordance with applicable state and federal law (including the Gramm-Leach-Bliley Act) to permit Employer and/or Provider to perform their obligations under this Agreement.

### **ARTICLE III. PROVIDER RESPONSIBILITIES**

**3.1 Sole Responsibilities.** Provider's sole responsibilities shall be as described in this Agreement (including the obligations listed in any Appendix to this Agreement). Provider generally provides certain reimbursement and record keeping services, as described further below.

**3.2 Service Delivery.** Provider shall provide customer service personnel during normal business hours as determined by Provider by telephone and shall provide electronic administrative services twenty-four (24) hours per day, seven (7) days per week. Provider shall not be deemed in default of this Agreement, nor held responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance, disruption of the public markets, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any law, judgment or decree.

**3.3 Benefits Payment.** Provider shall, as agent of Employer, operate under the express terms of this Agreement and the Program. Provider shall initially determine if persons covered by the Program (as described in the Eligibility Reports) are entitled to benefits under the Program and shall pay Program benefits in its usual and customary manner, to Participants as set forth in this Article III and Article IV. Provider shall have no duty or obligation with respect to claims incurred prior to the Effective Date ("Prior Reimbursement Requests"), if any, and/or Program administration (or other) services arising prior to the Effective Date ("Prior Administration"), if any, regardless of whether such services were/are to be performed prior to or after the Effective Date. Employer agrees that: (a) Provider has no responsibility or obligation with respect to Prior Reimbursement Requests and/or Prior Administration; (b) Employer will be responsible for processing Prior Reimbursement Requests (including any run-off claims submitted after the Effective Date) and maintaining legally required records of all Prior Reimbursement Requests and Prior Administration sufficient to comply with applicable legal (e.g., IRS substantiation) requirements; and (c) Employer shall indemnify and hold Provider harmless for any liability relating to Prior Reimbursement Requests and/or Prior Administration.

**3.4 Bonding.** Provider has, and will maintain, a fidelity bond for all persons involved in collecting money or making claim payments, and all officers of the company. This bond covers the handling of Employer's and Participants' money from dishonesty, theft, forgery or alteration, and unexplained disappearance.

**3.5 Reporting.** Provider shall make available to Employer each month via electronic medium (unless otherwise agreed upon by the parties) a master report showing annual election, year-to-date claims paid, year-to-date payroll deposits, and account balances. For purposes of Employer's FSA, Employer must provide certification that the plan document requires the Employer to comply with applicable privacy and security rules under HIPAA before Provider will make available the reports provided for in this Section to Employer. Provider shall also make available to Participants each quarter via electronic medium unless otherwise agreed on by the parties a report showing their individual payment history and status of claims and the amounts and transactions in their individual accounts. For purposes of Employer's Health FSA, Employer is responsible for ensuring that any beneficiary of the Participant for whom a claim has been submitted to the Health FSA has agreed to the disclosure of his or her PHI to the Participant, if required by the privacy rule.

**3.6 Claims or Coverage Appeals.** Provider shall refer to Employer or its designee, for final determination, any claim for benefits or coverage that is appealed after initial rejection by Provider or any class of claims that Employee may specify, including: (a) any question of eligibility or entitlement of the claimant for coverage under the Program; (b) any question with respect to the amount due; or (c) any other appeal.

**3.7 Additional Documents.** Employer requests, and Employer and Provider mutually agree upon payment of applicable fees, then Provider shall furnish Employer: (a) plan documents to be reviewed by Employer, for creation of customized documentation for the Program to be approved and executed by Employer, including board resolutions, summary plan descriptions (SPDs), plan documents and plan amendments (if any); and (b) administrative forms needed for Provider to perform its duties under this Agreement. Provider will furnish legally required amendments, as needed without specific request of Employer at the rate stated on the Provider's current standard fee schedule.

**3.8 Recordkeeping.** Provider shall maintain, for the duration of this Agreement, the usual and customary books, records and documents, including electronic records, that relate to the Program and its Participants that Provider has prepared or that have otherwise come within its possession. These books, records, and documents, including electronic records, are the property of Employer, and Employer has the right of continuing access to them during normal business hours at Provider's offices with reasonable prior notice. If this Agreement terminates, Provider may deliver, or at Employer's request, will deliver all such books, records, and documents to Employer, subject to Provider's right to retain copies of any records it deems appropriate. Employer shall be required to pay Provider reasonable charges for transportation or duplication of such records.

Provided, however, that upon termination of this Agreement, Provider must destroy or return to Employer all PHI, including PHI that is in the possession of subcontractors or agents of Provider. If it is infeasible to return or destroy PHI received from Employer or the Health FSA, or created or received by Provider on behalf of Employer or the Health FSA, Provider shall provide to Employer notification of the conditions that make return or destruction infeasible. Upon Employer's agreement that return or destruction of PHI is infeasible, Provider shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Provider retains such PHI. Provider shall pay all storage charges for any such PHI for so long as Provider retains such PHI.

**3.9 Standard of Care.** Provider shall use reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement. If Provider makes any payment under this Agreement to an ineligible person, or if more than the correct amount is paid, Provider shall make a diligent effort to recover any payment made to or on behalf of an ineligible person or any overpayment. However, Provider will not be liable for such payment, unless Provider would otherwise be liable under another provision of this Agreement.

**3.10 Notices to Participants; Amendment to Comply with Privacy Rules.** Provider shall provide to Employer all notices (including any required opt-out notice) reflecting its privacy policies and practices as required by state and/or federal law (including the Gramm-Leach-Bliley Act). Parties agree to amend this Agreement as is necessary from time to time to comply with the requirements of the privacy rules under HIPAA.

**3.11 Non-Discretionary Duties; Additional Duties.** Provider and Employer agree that the duties to be performed hereunder by Provider are non-discretionary duties. Provider and Employer may agree to additional duties in writing as may be specified in the Appendices from time to time.

**ARTICLE IV.**  
**BENEFIT PROGRAM PAYMENT:**  
**EMPLOYER'S FUNDING RESPONSIBILITY**

**4.1 Payment of Benefits.** Employer authorizes Provider to pay Program benefits by checks written (or other draft payment or debit) on a bank account established and maintained in the name of the Employer for the payment of Program benefits. Each week or at such other interval as mutually agreed upon, Provider will notify Employer of the amount needed to pay approved benefit claims and Employer shall pay or transfer into the bank account the amount needed for the payment of Program benefits. Employer shall enter into such agreements and provide instructions to its bank as are necessary to implement this Section 4.1. Provider shall have sole authority to provide whatever notifications, instructions or directions as may be necessary to accomplish the disbursement of such Program funds to or on behalf of Participants in payment of approved claims. Provider is merely a collection agent for the employer and any funds collected belong to the employer (and not to the Provider). Provider shall immediately forward any amount due the group policyholder for remittance to the appropriate insurer. Provider will not pay any claims with money withdrawn from an account established in which premiums or charges are deposited. If debit cards are used in conjunction with the Program, Employer agrees to sufficiently fund the bank account and monitor it to prevent overdraft.

**4.2 Funding of Benefits.** Funding for any payment on behalf of the Participants under the Program, including but not limited to, all benefits to Participants in accordance with the Program, is the sole responsibility of Employer, and Employer agrees to accept liability for, and provide sufficient funds to satisfy, all payments to Participants under the Program, including claims for reimbursement for covered expenses, where such expenses are incurred and the claim is presented for payment during the term of this Agreement.

**ARTICLE V.**  
**PROVIDER COMPENSATION**

**5.1 Service Charges.** The amounts of the monthly service charges of Provider are described in the Appendices. Provider may change the amount of such charges by providing at least thirty (30) days written or electronic notice to Employer, before the annual date of renewal of this Agreement. Provider may also change the monthly service charges as of the date any change is made in the Program. Requests for additional or non-standard services may result in additional charges.

**5.2 Billing of Charges.** All service charges of Provider, whether provided for in this or any other Section, shall be billed separately from statements for payment of claims so that proper accounting can be made by Employer of the respective amounts paid for claims and for administrative expenses.

**5.3 Payment of Charges.** All charges under this Article V shall be determined by Provider and billed prospectively to Employer on a monthly basis unless otherwise agreed upon in the Appendices. Fees for the month shall be billed around the 15<sup>th</sup> of each month. Alternatively, if so agreed by the parties, Provider may deduct payment for monthly service charges from the bank account maintained by Employer as described in Article IV. Employer shall make payment to Provider within fifteen (15) business days of receipt of notice of the amount due, or such amount will automatically be deducted from the bank account maintained by Employer as described in Article IV.

**ARTICLE VI.**  
**HIPAA GUIDELINES FOR EMPLOYER AND PROVIDER**

This Article VI is the **BUSINESS ASSOCIATE AGREEMENT** ("**Agreement**") by and between the Plan Administrator or Employer ("**Covered Entity**") and the Provider ("**Business Associate**"). Business Associate and Covered Entity are hereafter referred to individually as a "**Party**" and collectively as the "**Parties**".

The Parties recognize that HIPAA and the Privacy Regulations require the imposition of certain safeguards necessary to protect the privacy of individually identifiable health information that is created or received by Business Associate in performing services ("**Services**") for or on behalf of Covered Entity pursuant to the most recent Provider Services Agreement ("**Underlying Agreement**").

The Parties will fully comply with all applicable Privacy Security Regulations (including Breach Notification regulations) and other applicable laws respecting the privacy and the security of health information, and hereby agree to enter into this Agreement in order to comply with the business associate agreement requirements of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and its implementing regulations and to comply with the Privacy and Security Regulations, the standards for electronic transactions (45 C.F.R. Parts 160, 162, and 164) promulgated or to be promulgated under HIPAA, and to incorporate any material required to be incorporated thereby. The Parties do hereby agree as follows:

**6.1 Definitions.**

- (a) *Breach.* "Breach" shall have the same meaning as the term "breach" in 45 CFR §164.402.
- (b) *Electronic Health Record.* "Electronic Health Record" shall have the same meaning as the term "electronic protected health information" in American Recovery and Reinvestment Act of 2009, §13400(5).
- (c) *Electronic Protected Health Information.* "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR §160.103 .
- (d) *Electronic Transactions Rule.* "Electronic Transactions Rule" shall mean the final regulations issued by HHS concerning standard transactions and code sets under 45 CFR Parts 160 and 162.
- (e) *HHS.* "HHS" shall mean the Department of Health and Human Services.
- (f) *HITECH Act.* "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, effective February 17, 2009.
- (g) *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, subparts A and E.

(h) *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(i) *Required By Law*. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

(j) *Security Incident*. "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR §164.304.

(k) *Security Rule*. "Security Rule" shall mean the Security Standards and Implementation Specifications at 45 CFR Parts 160 and 164, subpart C.

(l) *Transaction*. "Transaction" shall have the meaning given the term "transaction" in 45 CFR §160.103.

(m) *Unsecured Protected Health Information*. "Unsecured protected health information" shall have the meaning given the term "unsecured protected health information" in 45 CFR §164.402.

## 6.2 Safeguarding Privacy and Security of Protected Health Information.

(a) **Permitted Uses and Disclosures**. Business Associate is permitted to use and disclose Protected Health Information that it creates or receives on Covered Entity's behalf or receives from Covered Entity (or another business associate of Covered Entity) and to request Protected Health Information on Covered Entity's behalf (collectively, "Covered Entity's Protected Health Information") only:

(i) **Functions and Activities on Covered Entity's Behalf**. Business Associate performs one or more services relating to Health Reimbursement Arrangement Accounts (HRA), Health and Dependent Care Flexible Spending Accounts, Health Savings Accounts (HSA) and COBRA administration as defined in the Underlying Agreement.

(ii) **Business Associate's Operations**. For Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities, provided that, with respect to disclosure of Covered Entity's Protected Health Information, either:

(A) The disclosure is Required by Law; or

(B) Business Associate obtains reasonable assurance from any person or entity to which Business Associate will disclose Covered Entity's Protected Health Information that the person or entity will:

(1) Hold Covered Entity's Protected Health Information in confidence and use or further disclose Covered Entity's Protected Health Information only for the purpose for which Business Associate disclosed Covered Entity's Protected Health Information to the person or entity or as Required by Law; and

(2) Promptly notify Business Associate (who will in turn notify Covered Entity in accordance with the breach notification provisions) of any instance of which the person or entity becomes aware in which the confidentiality of Covered Entity's Protected Health Information was breached.

(iii) **Minimum Necessary**. Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of Covered Entity's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure or request to the minimum necessary. Business Associate and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), passed as part of the American Recovery and Reinvestment Act of 2009, and government guidance on the definition.

(b) **Prohibition on Unauthorized Use or Disclosure**. Business Associate will neither use nor disclose Covered Entity's Protected Health Information, except as permitted or required by this Agreement or in writing by Covered Entity or as Required by Law. This Agreement does not authorize Business Associate to use or disclose Covered Entity's Protected Health Information in a manner that will violate the Privacy Rule if done by Covered Entity.

(c) **Information Safeguards**.

(i) **Privacy of Covered Entity's Protected Health Information.** Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Covered Entity's Protected Health Information. The safeguards must reasonably protect Covered Entity's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement.

(ii) **Security of Covered Entity's Electronic Protected Health Information.** Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on Covered Entity's behalf as required by the Security Rule.

(d) **Subcontractors and Agents.** Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted by this Agreement or in writing by Covered Entity to disclose Covered Entity's Protected Health Information and/or Electronic Protected Health Information, to provide reasonable assurance that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to Covered Entity's Protected Health Information and/or Electronic Protected Health Information that are applicable to Business Associate under this Agreement.

(e) **Prohibition on Sale of Records.** As of the effective date specified by HHS in final regulations to be issued on this topic, Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual unless the Covered Entity or Business Associate obtained from the individual, in accordance with 45 CFR §164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that individual, except as otherwise allowed under the HITECH Act.

(f) **Penalties for Noncompliance.** Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the privacy rule and security rule, as amended by the HITECH Act.

**6.3 Compliance with Electronic Transactions Rule.** If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which HHS has established standards, Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transactions Rule. Business Associate shall also comply with the National Provider Identifier requirements, if and to the extent applicable.

#### **6.4 Individual Rights.**

(a) **Access.** Business Associate will, within twenty-five (25) calendar days following Covered Entity's request, make available to Covered Entity or, at Covered Entity's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies Covered Entity's Protected Health Information about the individual that is in Business Associate's custody or control, so that Covered Entity may meet its access obligations under 45 CFR §164.524. Effective as of the date specified by HHS, if the Protected Health Information is held in an Electronic Health Record, then the individual shall have a right to obtain from Business Associate a copy of such information in an electronic format. Business Associate shall provide such a copy to Covered Entity or, alternatively, to the individual directly, if such alternative choice is clearly, conspicuously, and specifically made by the individual or Covered Entity.

(b) **Amendment.** Business Associate will, upon receipt of written notice from Covered Entity, promptly amend or permit Covered Entity access to amend any portion of Covered Entity's Protected Health Information, so that Covered Entity may meet its amendment obligations under 45 CFR §164.526.

(c) **Disclosure Accounting.** To allow Covered Entity to meet its disclosure accounting obligations under 45 CFR §164.528:

(i) **Disclosures Subject to Accounting.** Business Associate will record the information specified below ("Disclosure Information") for each disclosure of Covered Entity's Protected Health Information, not excepted from disclosure accounting as specified below, that Business Associate makes to Covered Entity or to a third party.

(ii) **Disclosures Not Subject to Accounting.** Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Covered Entity's Protected Health Information if Covered Entity need not account for such disclosures.

(iii) **Disclosure Information.** With respect to any disclosure by Business Associate of Covered Entity's Protected Health Information that is not excepted from disclosure accounting, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

**(A) Disclosure Information Generally.** Except for repetitive disclosures of Covered Entity's Protected Health Information as specified below, the Disclosure Information that Business Associate must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a brief description of Covered Entity's Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.

**(B) Disclosure Information for Repetitive Disclosures.** For repetitive disclosures of Covered Entity's Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including Covered Entity), the Disclosure Information that Business Associate must record is either the Disclosure Information specified above for each accountable disclosure, or (i) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (ii) the frequency, periodicity, or number of the repetitive accountable disclosures; and (iii) the date of the last of the repetitive accountable disclosures.

**(iv) Availability of Disclosure Information.** Business Associate will maintain the Disclosure Information for at least 6 years following the date of the accountable disclosure to which the Disclosure Information relates (3 years for disclosures related to an Electronic Health Record, starting with the date specified by HHS). Business Associate will make the Disclosure Information available to Covered Entity within fifty-five (55) calendar days following Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting. Effective as of the date specified by HHS, with respect to disclosures related to an Electronic Health Record, Business Associate shall provide the accounting directly to an individual making such a disclosure request, if a direct response is requested by the individual.

**(d) Restriction Agreements and Confidential Communications.** Business Associate will comply with any agreement that Covered Entity makes that either (i) restricts use or disclosure of Covered Entity's Protected Health Information pursuant to 45 CFR §164.522(a) or (ii) requires confidential communication about Covered Entity's Protected Health Information pursuant to 45 CFR §164.522(b), provided that Covered Entity notifies Business Associate in writing of the restriction or confidential communication obligations that Business Associate must follow. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct Business Associate whether any of Covered Entity's Protected Health Information will remain subject to the terms of the restriction agreement. Business Associate will comply with any restriction request if: (i) except as otherwise required by law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment); and (ii) the Protected Health Information pertains solely to a health care item or service for which the health care provider involved has been paid out-of-pocket in full.

## **6.5 Breaches and Security Incidents.**

### **(a) Reporting.**

**(i) Privacy or Security Breach.** Business Associate will report to Covered Entity any use or disclosure of Covered Entity's Protected Health Information not permitted by this Agreement along with any Breach of Covered Entity's Unsecured Protected Health Information. Business Associate will treat the Breach as being discovered in accordance with 45 CFR §164.410. Business Associate will make the report to Covered Entity's Privacy Official not more than fifty-five (55) calendar days after Business Associate learns of such non-permitted use or disclosure. If a delay is requested by a law-enforcement official in accordance with 45 CFR §164.412, Business Associate may delay notifying Covered Entity for the applicable time period. Business Associate's report will at least:

- (A) Identify the nature of the Breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;
- (B) Identify Covered Entity's Protected Health Information that was subject to the non-permitted use or disclosure or Breach (such as whether full name, social security number, date of birth, home address, account number or other information were involved) on an individual basis;
- (C) Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;
- (D) Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further Breaches;
- (E) Identify what steps the individuals who were subject to a Breach should take to protect themselves;
- (F) Provide such other information, including a written report, as Covered Entity may reasonably request.

(ii) **Security Incidents.** Business Associate will report to Covered Entity any successful unauthorized access, use, disclosure, modification, or destruction of Covered Entity's Electronic Protected Health Information. Business Associate will make this report within thirty (30) calendar days of incident, except if any such security incident resulted in a disclosure not permitted by this Agreement or Breach of Covered Entity's Unsecured Protected Health Information, Business Associate will make the report in accordance with the provisions set forth in the paragraph above.

## 6.6 Term and Termination.

(a) **Term.** The term of this Agreement shall be effective as of Effective Date, and shall terminate when all Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.

(b) **Right to Terminate for Cause.** Covered Entity may terminate Agreement if it determines, in its sole discretion, that Business Associate has breached any provision of this Agreement, and upon written notice to Business Associate of the breach, Business Associate fails to cure the breach within thirty (30) calendar days after receipt of the notice. Any such termination will be effective immediately or at such other date specified in Covered Entity's notice of termination.

(i) **Return or Destruction of Covered Entity's Protected Health Information as Feasible.** Upon termination or other conclusion of Agreement, Business Associate will, if feasible, return to Covered Entity or destroy all of Covered Entity's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived there from that allow identification of any individual who is a subject of Covered Entity's Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. Further, Business Associate shall require any such subcontractor or agent to certify to Business Associate that it returned to Business Associate (so that Business Associate may return it to the Covered Entity) or destroyed all such information which could be returned or destroyed.

(ii) **Procedure When Return or Destruction Is Not Feasible.** Business Associate will identify any of Covered Entity's Protected Health Information, including any that Business Associate has disclosed to subcontractors or agents as permitted under this Agreement, that cannot feasibly be returned to Covered Entity or destroyed and explain why return or destruction is infeasible. Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible.

(iii) **Continuing Privacy and Security Obligation.** Business Associate's obligation to protect the privacy and safeguard the security of Covered Entity's Protected Health Information as specified in this Agreement will be continuous and survive termination or other conclusion of this Agreement.

## 6.7 General Provisions.

(a) **Definitions.** All terms that are used but not otherwise defined in this Article VI shall have the meaning specified under HIPAA, including its statute, regulations and other official government guidance.

(b) **Inspection of Internal Practices, Books, and Records.** Business Associate will make its internal practices, books, and records relating to its use and disclosure of Covered Entity's Protected Health Information available to Covered Entity and to HHS to determine compliance with the Privacy Rule.

(c) **Red Flag Rules.** To the extent applicable and upon the effective date, as stated by the Federal Trade Commission (the "FTC"), and thereafter, if Business Associate performs services for Covered Entity with respect to Covered Accounts as such term is defined in the Identity Theft Red Flag rules published by the FTC (the "Rules"), Business Associate shall also be deemed a "Service Provider" of Covered Entity and as to such Covered Accounts, Business Associate shall: (i) perform its activities under the Agreement in accordance with reasonable policies and procedures of Business Associate designed to detect, prevent, and mitigate the risk of identity theft, as required of a Service Provider under the Rules (the "Program"); and (ii) promptly report to Covered Entity but in no event later than five (5) days after learning of any specific Red Flag Incidents (as such term is defined in the Rules) which Business Associate detects as to Covered Accounts of Covered Entity pursuant to the Program and respond to, or reasonably assist Covered Entity in responding to, such reported Red Flag.

(d) **Amendment to Agreement.** Upon the compliance date of any final regulation or amendment to final regulation promulgated by HHS that affects Business Associate or Covered Entity's obligations under this Article IV, Article IV of this

Agreement will automatically amend such that the obligations imposed on Business Associate or Covered Entity remain in compliance with the final regulation or amendment to final regulation.

(e) **Compliance with Laws.** Business Associate shall comply with all applicable federal, state and local laws, rules and regulations, including, without limitation, the requirements of HIPAA.

(f) **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.

(g) **Interpretation.** Any ambiguity in the Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the applicable requirements under HIPAA.

## **ARTICLE VII. GENERAL PROVISIONS**

**7.1 Severability; Headings.** If any term of this Agreement is declared invalid by a court, the same will not affect the validity of any other provision, provided that the basic purposes of this Agreement are achieved through the remaining valid provisions. The headings of Sections and subsections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**7.2 Compliance; Non-Waiver.** Failure by Employer or Provider to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach. No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless in each instance the waiver or modification is accomplished pursuant to the amendment provisions of Section 7.3.

**7.3 Assignment; Amendment.** Neither Employer nor Provider can assign this Agreement without the other party's written consent. This Agreement may be amended only by written agreement of duly authorized officers of Employer and Provider.

**7.4 Audits.** Each party shall be authorized to perform audits of the records of payment to all Participants and other data specifically related to performance of the parties under this Agreement upon reasonable prior written notice to the other. Audits shall be performed during normal working hours. Audits may be performed by an agent of either party provided such agent signs an acceptable confidentiality agreement. Each party agrees to provide reasonable assistance and information to the auditors. Employer acknowledges and agrees that if it requests an audit, it shall reimburse Provider for Provider's reasonable expenses, including copying and labor costs, in assisting Employer to perform the audit. Each party also agrees to provide such additional information and reports as the other party shall reasonably request.

### **7.5 Non-Disclosure of Proprietary Information**

(a) *General.* Employer and Provider each acknowledge that in contemplation of entering into this Agreement (and as a result of the contractual relationship created hereby), each party has revealed and disclosed, and shall continue to reveal and disclose to the other, information which is proprietary and or confidential information of such party. Employer and Provider agree that each party shall: (1) keep such proprietary and/or confidential information of the other party in strict confidence; (2) not disclose confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and (3) shall not use confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure).

(b) *Confidential Information Defined.* Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under this Agreement shall not be considered confidential information for purposes hereof (1) if, when, and to the extent such information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the information; or (2) if the unrestricted use of such information by the party receiving or disclosing the information has been expressly authorized in writing and in advance by an authorized representative of the other party. For purposes of this Section, confidential information is any information in written, human-readable, machine-readable, or electronically recorded form (and legended as confidential and/or proprietary or words of similar import) and information disclosed orally in connection with this Agreement and identified as confidential and/or proprietary (or words of similar import); and programs, policies, practices, procedures, files, records and correspondence concerning the parties' respective businesses or finances. The terms and conditions of this Section 7.5 shall survive the termination of this Agreement.

**7.6 Arbitration.** Any controversy or claim arising out of or relating to this Agreement between Employer and Provider, or the breach thereof, shall be subject to non-binding arbitration prior to the filing of a complaint in a court of law; provided, however, that such arbitration shall be final and binding and may be enforced in any court with the requisite jurisdiction if the parties agree in advance, in writing, that such arbitration shall have final, binding effect. All arbitration, whether binding or non-binding, shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Champaign, Illinois.

### **7.7 Notices and Communications.**

(a) *Notices.* All notices provided for herein shall be sent by confirmed facsimile, or guaranteed overnight mail, with tracing capability, or by first class United States mail, with postage prepaid, addressed to the other party at their respective addresses set forth below or such other addresses as either party may designate in writing to the other from time to time for such purposes. All notices provided for herein shall be deemed given or made when sent.

(b) *Addresses.*

Employer's address for notices as described above is:  
Tazewell County  
11 S. 4<sup>th</sup> St. Suite 432  
Pekin, IL 61554

Provider's address for notices as described above is:  
Benefit Planning Consultants, Inc.  
2110 Clearlake Blvd., Suite 200  
P.O. Box 7500  
Champaign, IL 61826-7500

(c) *Communications.* Employer agrees that Provider may communicate confidential, protected, privileged or otherwise sensitive information to Employer through a named contact designated by Employer "Named Contact" and specifically agrees to indemnify Provider and hold it harmless: (a) for any such communications directed to Employer through the Named Contact attempted via telefax, mail, telephone, e-mail or any other media, acknowledging the possibility that such communications may be inadvertently misrouted or intercepted; and (b) from any claim for the improper use or disclosure of any PHI by Provider if such information is used in a manner consistent with its duties and responsibilities hereunder.

### **7.8 Termination of Agreement**

(a) *Automatic.* This Agreement shall automatically terminate as of the earliest of the following: (i) the effective date of any legislation which makes the Program and/or this Agreement illegal; (ii) the date Employer or Provider becomes insolvent, or bankrupt, or subject to liquidation, receivership, or conservatorship; or (iii) the termination date of the Program, subject to any agreement between Employer and Provider regarding payment of benefits after the Program is terminated.

(b) *Optional.* This Agreement may be terminated as of the earliest of the following: (i) by Provider upon the failure of Employer to pay any charges within thirty (30) business days after they are due and payable as provided in Article V; (ii) by Provider upon the failure of Employer to perform its obligations in accordance with this Agreement, (iii) by Employer upon the failure of Provider to perform its obligations in accordance with this Agreement; or (iv) by either Employer or Provider, as of the end of the term of this Agreement, by giving the other party thirty (30) days written notice.

(c) *Limited Continuation After Termination.* If the Program is terminated, Employer and Provider may mutually agree in writing that this Agreement shall continue for the purpose of payment of any Program benefit, expense or claims incurred prior to the date of Program termination. In addition, if this Agreement is terminated while the Program continues in effect, Employer and Provider may mutually agree in writing that this Agreement shall continue for the purpose of payment of any claims for which requests for reimbursements have been received by Provider before the date of such termination. If this Agreement is continued in accordance with this subsection (c), Employer shall pay the monthly service charges incurred during the period that this Agreement is so continued. This Agreement shall continue as provided by and subject to Section 3.8 if the return or destruction of PHI is determined to be infeasible.

(d) *Survival of Certain Provisions.* Termination of this Agreement shall not terminate the rights or obligations of either party arising out of a period prior to such termination. The indemnity, confidentiality, privacy and security provisions of this Agreement shall survive its termination.

**7.9 Complete Agreement; Governing Law.** This Agreement (including the Appendices) is the full Agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and representations between the parties. This Agreement shall be construed, enforced and governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, Employer and Provider have caused this Agreement to be executed in their names by their undersigned officers, the same being duly authorized to do so.

Tazewell County  
("Employer")

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

By: David Zimmerman  
Print name

Title: Tazewell County Board Chairman

Date: 02-11-13

Benefit Planning Consultants, Inc.  
("Provider")

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

By: Habeeb G. Habeeb

Title: CEO & President

Date: 2/18/13

**Provider Service Agreement  
Appendix B – COBRA Administration Guidelines  
Tazewell County**

Capitalized terms used that are not defined have the meanings given in the Agreement.

**Initial Setup Fee: Waived**

\*\*Requests for additional or non-standard services may result in additional charges.

**Monthly Service Fees for BPC Administrative Services:**

Administrative fees for COBRA offered by Employers whose Group Health Plan is administered by Health Alliance Medical Plans, Inc. (Health Alliance) will be invoiced by BPC at the Health Alliance discounted monthly rate of \$.80 per Participant enrolled in benefit plans requiring COBRA notification, with a minimum monthly fee of \$40.00 as long as the Employer's Group Health Plan remains administered by Health Alliance. Monthly fees will be billed by BPC around the 15<sup>th</sup> of each month for Provider services performed for the following month, and are due and payable within 21 calendar days. Interest will be charged on the outstanding balance beginning 30 calendar days after it is billed. In addition, the Provider will keep the 2% administrative fee added to the COBRA premiums paid by the Employer's COBRA participants. Employers whose Group Health Plan is no longer administered by Health Alliance or no longer covered under a qualified plan will be required to assume the fees using BPC standard fee structure beginning the first month following termination from Health Alliance or the qualified health plan. Requests for stop-payment or nonpayment of any claims expenses for insufficient funds or any other reason will be billed at the prevailing fee charged by bank or debit card company at the time the request is made or non-payment occurs.

**Optional Services:** \_\_\_\_\_ Accept OR \_\_\_\_\_ Decline this service. Please initial here \_\_\_\_\_

Mail Initial COBRA Notices to Current Employees (One-Time Fee for compliance if Employer had not provided Initial COBRA Notices to current Employees in the past) for \$2.75 per Employee enrolled in Employer's Group Health Plan.

**Services Performed by Provider:**

Employer is responsible for all legal requirements and administrative obligations with regard to COBRA, except for the following administrative duties (to be performed by Provider):

1. Provider shall supply sample initial COBRA Notification forms to the Employer to disburse to Plan Participants and spouses. If Tazewell County desires, Provider will do mailing to Plan Participants and spouses. Employer shall be responsible to inform Provider of all new hires within 30 days of Date of Eligibility.
2. Provider shall send a COBRA Election Notice and COBRA Election/Waiver Form via First Class Mail United States Postal Service to the Qualified Beneficiary, within 14 days of the notification from Employer, once Provider has been notified of the Qualifying Event.
3. Provider will process all billing and collection of COBRA premiums and forward any checks received each month to the Employer.
4. Provider will send Premium Shortfall Notice if necessary.
5. Provider will send notice of change in COBRA premium.
6. Provider shall track COBRA participation information.
7. Provider will send Cessation of coverage letters and HIPAA Certificate of Creditable Coverage for the COBRA period.

**Services Performed by Employer:**

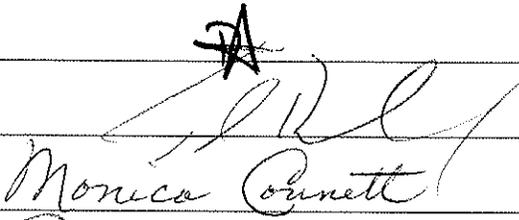
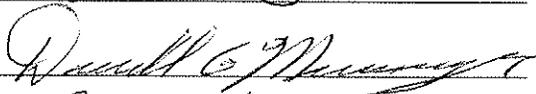
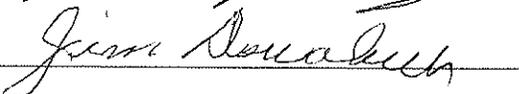
Provider is not responsible for the following:

1. Employer shall be responsible for notifying Provider of qualifying event within 30 days of the event.

Employer is responsible for furnishing Open Enrollment materials, conversion notices, SPDs, SMMs and documents to Qualified Beneficiaries as needed.

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:

  
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RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve hiring for an additional position in the Sheriff's Department; and

WHEREAS, the position is for a second Jail Operations Supervisor; and

WHEREAS the Jail Operations Supervisor will be a non-union position with a Grade 6 pay rate.

THEREFORE BE IT RESOLVED the County Board approves the hiring for this additional position.

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

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

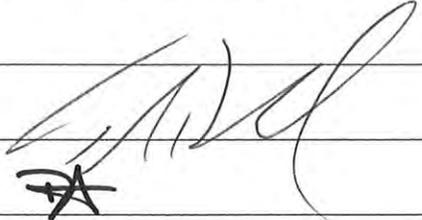
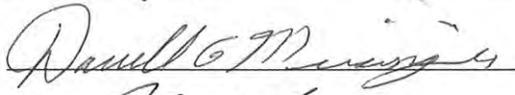
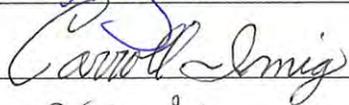
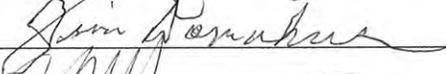
  
 \_\_\_\_\_  
 County Clerk

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

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

WHEREAS, the County's Risk Management Committee recommends to the County Board to approve the worker's compensation settlement case WC-13-01; and

WHEREAS, the County's Worker's Compensation Third Party Administrator Gallagher Bassett has recommended the settlement of WC-13-01 to the Risk Management Committee for an amount not to exceed \$56,530.32.

THEREFORE BE IT RESOLVED that the County Board concurs with the Risk Management Committee and grants settlement authority for case WC-13-01 for an amount not to exceed \$56,530.32.

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

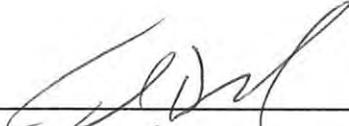
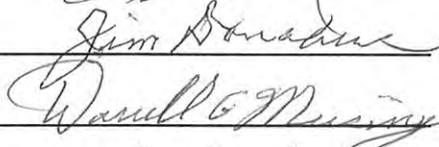
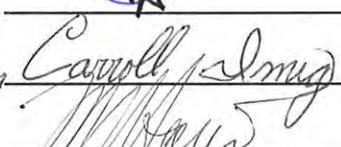
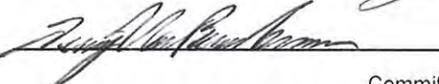
PASSED THIS 30th DAY OF JANUARY, 2013.

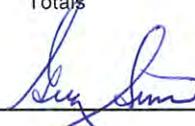
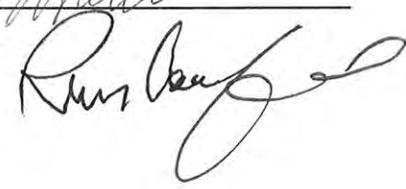
ATTEST:

  
County Clerk

  
County Board Chairman

RES#	Account	Type	Account Name	Total Collected	County Clerk	Auctioneer	Recorder/Sec of State	Agent	Treasurer
12-12-001	0612001C	SAL	DANIEL HOERR	635.75	0.00	0.00	35.75	350.00	250.00
Totals				\$635.75	\$0.00	\$0.00	\$35.75	\$350.00	\$250.00

  
 \_\_\_\_\_  
 Jim Donadoni  
  
 \_\_\_\_\_  
 Daniel Messinger  
  
 \_\_\_\_\_  
 Carol Long  
  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Committee Members

  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
  
 \_\_\_\_\_

Clerk Fees \$0.00  
 Recorder/Sec of State Fees \$35.75  
 Total to County \$285.75



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

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

FONDULAC TOWNSHIP

PERMANENT PARCEL NUMBER: 01-01-14-100-012

As described in certificate(s) : 000018 sold October 2009

and it appearing to the Executive Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Daniel Hoerr, has bid \$635.75 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$250.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$35.75 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$635.75.

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

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$250.00 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 30th day of January, 2013

ATTEST:

Christee A. Webb  
CLERK

[Signature]  
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

12-12-001

Tazewell County December 2012 Resolutions  
Future Taxes for Properties Sold at Auction

---

## ROUTE TO TREASURER

Dear Treasurer,

Please ensure the properties listed below receive tax bills no sooner than the payable date listed. Please direct any questions to our office.

<u>Item #</u>	<u>Date Sold</u>	<u>Purchaser</u>	<u>Future Taxes Due Beginning</u>
0612001C	06/22/2012	Daniel Hoerr	January 1, 2013 payable 2014

*Parcel(s) Involved: 01-01-14-100-012*

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:

\_\_\_\_\_

*Jim Donahue*

*Donell G. Messinger*

*Joseph M. Banker*

*Ken Berg*

*Ken Jones*

*A*

*Carroll Smig*

*Mark*

**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve a one-year agreement extension between Tazewell County and Anderson Legislative Consulting; and

WHEREAS, Anderson Legislative Consulting will provide professional consulting services for legislative activities related to the State of Illinois General Assembly; and

WHEREAS, Anderson Legislative Consulting will continue to provide services to Tazewell County for a fee of \$7,500.00

THEREFORE BE IT RESOLVED that the County Board approve the agreement extension and authorize the signing of the agreement by the Board Chairman.

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

PASSED THIS 30<sup>TH</sup> DAY OF JANUARY, 2013.

ATTEST:

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

*Ken Jones*  
\_\_\_\_\_  
County Board Chairman



## Anderson Legislative Consulting, Ltd.

Providing Excellent Consulting Service Since 1991

Monday, December 31, 2013

Michael Freilinger, County Administrator  
Tazewell County  
11 South 4<sup>TH</sup> Street  
Pekin, IL 61554

### **RE: Letter of Agreement –Legislative Consulting Services**

Dear Mr. Freilinger:

This letter constitutes the agreement for services by and between the Tazewell County and Anderson Legislative Consulting, Ltd.

#### **Services:**

Anderson Legislative Consulting, Ltd. agrees to perform the following services for regular and veto session in the Illinois General Assembly in the 2013 calendar year:

1. Assist in the development of legislative alerts on targeted legislation;
2. Monitor and track key legislation of interest to Tazewell County;
3. Provide legislative updates;
4. Develop legislative user files on behalf of Tazewell County on a legislative computer system, and provide the same to the County;
5. Coordinate meetings wit legislators, the Governor's Office and Legislative Staff as necessary; and
6. Assist the County in the drafting of legislation and amendments on behalf of the County

#### **Fees:**

For these services, Tazewell County agrees to pay Anderson Legislative Consulting, Ltd. an annual fee of Seven Thousand Five Hundred Dollars (\$7,500) to perform services outlined in the Agreement. Tazewell County will make equal payments of three thousand seven hundred and fifty dollars (\$3,750.00) on January 2, 2013 and July 30, 2013.

**Term:**

This agreement is effective January 1, 2013 through December 31, 2013, unless either party provides 30 days written notice to terminate the agreement.

**Changes:**

Tazewell County may require changes in the work and services, which Anderson Legislative Consulting, Ltd. is to perform hereunder. Such changes may require an increase in the contracted fee between Tazewell County and Anderson Legislative Consulting, Ltd. Changes to the agreement, including any increase or decrease in the amount of Anderson Legislative Consulting Ltd.'s compensation, work and services, which are mutually agree upon by and between Tazewell County and Anderson Legislative Consulting, Ltd., shall be incorporated in written amendments to this Letter of Agreement.

Agreed and accepted

  
\_\_\_\_\_  
For Anderson Legislative Consulting, Ltd.

2/15/2013  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For Tazewell County

07-11-13  
\_\_\_\_\_  
Date

**2002 South Wiggins Avenue  
Springfield, Illinois 62704  
Office: 217.726.8358  
Fax: 217.726.8362**

Mr. Chairman and Members of the Tazewell County Board:

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RESOLUTION**

Whereas, the Open Meetings Act, 5 ILCS 120/2.06, requires in relevant part:

"The public body shall periodically, but no less than semi-annually, meet to review minutes and recordings of all closed meetings. At such meetings a determination shall be made, and reported in an open session that (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or recordings or portions thereof no longer require confidential treatment and are available for public inspection."

Whereas, the State's Attorney and the County Administrator have reviewed such minutes or recordings and made recommendations as detailed below, providing that all recordings of meetings herein listed as Open and shall be destroyed and the minutes of those meetings as of this date shall be available for public inspection:

**County Board**

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
9/24/03	Personnel/Pending Litigation	Closed
10/29/03 at 6:39 p.m.	Land Acquisition	Closed
10/29/03 at 7:03 p.m.	Probable Litigation	Closed
08/31/05	Pending Litigation	Closed
05/31/06	Land Acquisition	Closed
06/28/06	Personnel	Closed
07/26/06	Land Acquisition	Closed
06/25/08	Pending Litigation	Closed

**Executive/Risk Management Committee**

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
3/9/00	Pending Litigation	OPEN
8/1/02	Pending Litigation	Closed
1/23/03	Pending Litigation	Closed
6/18/03	Pending/Imminent Litigation	OPEN

8/20/03	Pending/Imminent Litigation	OPEN
10/22/03	Pending/Imminent Litigation	Closed
01/21/04	Pending Litigation	Closed
04/21/04	Pending Litigation	Closed
08/18/04	Pending Litigation	Closed
10/20/04	Pending Litigation	Closed
01/19/05	Pending Litigation	OPEN
02/16/05	Pending Litigation	OPEN
05/18/05	Pending Litigation	OPEN
06/22/05	Pending Litigation	Closed
07/20/05 at 4:03pm	Pending Litigation	Closed
09/21/05	Pending Litigation	OPEN
12/21/05	Pending Litigation	OPEN
02/15/06	Pending Litigation	OPEN
03/22/06	Pending Litigation	OPEN
08/30/06	Pending Litigation	OPEN
09/27/06	Pending Litigation	OPEN
10/9/06	Pending Litigation	Closed
10/18/06	Pending Litigation	OPEN
06/27/07	Pending Litigation	OPEN
07/18/07	Personnel	OPEN
10/17/07	Pending Litigation	Closed
11/21/07 at 4:04	Personnel	Closed
11/21/07 at 4:57 p.m.	Personnel	OPEN
12/12/07 at 4:25 p.m.	Personnel	Closed
01/23/08	Pending Litigation	Closed
02/20/08	Pending Litigation	Closed
03/19/08	Pending Litigation	Closed
04/23/08	Pending Litigation	Closed
05/21/08	Pending Litigation	Closed
07/23/08 at 4:03 p.m.	Pending Litigation	OPEN
07/23/08 at 4:22 p.m.	Personnel	Closed
07/30/08	Pending Litigation	Closed
08/20/08	Pending Litigation	OPEN
09/24/08	Pending Litigation	Closed
10/22/08	Pending Litigation	Closed
01/28/09	Pending Litigation	Closed
02/18/09 at 4:10 p.m.	Pending Litigation	OPEN
02/25/09	Pending Litigation	OPEN
04/22/09	Pending Litigation	Closed
08/19/09	Pending Litigation	OPEN
09/23/09	Pending Litigation	OPEN
10/21/09	Pending Litigation	Closed
10/28/09	Pending Litigation	Closed
01/20/10	Pending Litigation	Closed
03/24/10	Pending Litigation	OPEN
4/21/10	Pending Litigation	Closed
6/23/10	Pending Litigation	OPEN
7/21/10	Pending Litigation	Closed
9/22/10 at 4:00 p.m.	Pending Litigation	Closed
1/19/11	Pending Litigation	Closed
6/22/11	Pending Litigation	OPEN
8/24/11	Pending Litigation	OPEN
8/31/11	Pending Litigation	Closed
9/22/11	Pending Litigation	OPEN
9/28/11	Pending Litigation	Closed

11/9/11	Pending Litigation	OPEN
12/9/11	Pending Litigation	Closed
12/14/11	Pending Litigation	Closed
01/18/12 at 4:01 p.m	Pending Litigation	Closed
01/18/12 at 5:09 p.m.	Land Acquisition	Closed
01/25/2012	Pending Litigation	Closed
02/29/2012	Pending Litigation	Closed
03/21/2012	Pending Litigation	Closed
06/20/2012	Pending Litigation	Closed
07/18/2012	Pending Litigation	Closed
08/22/12	Pending Litigation	OPEN
11/7/12	Pending Litigation	Closed
11/15/12	Pending Litigation	Closed

### **Human Resources/Finance and Budget Committee**

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
9/16/03	Collective Bargaining/Salary Schedules	Closed
9/29/03	Collective Bargaining/Salary Schedules	Closed
11/18/03	Collective Bargaining	Closed
01/20/04	Collective Bargaining/Salary Schedules	Closed
02/03/04	Collective Bargaining	Closed
03/23/04	Collective Bargaining	Closed
07/20/04	Personnel	Closed
01/18/05	Collective Bargaining/Salary Schedules	Closed
10/17/06	Pending Litigation	Closed
11/21/06	Personnel	Closed
11/29/06	Personnel	Closed
05/22/07	Personnel	Closed
05/19/09	Collective Bargaining/Salary Schedules	Closed
06/16/09	Collective Bargaining/Salary Schedules	Closed
07/21/09	Personnel	Closed
01/19/10	Collective Bargaining/Salary Schedules	Closed
02/16/10	Personnel	Closed
03/23/10	Personnel	Closed
04/20/10	Collective Bargaining/Salary Schedules	Closed
05/04/10	Collective Bargaining/Salary Schedules	Closed
05/18/10	Collective Bargaining/Salary Schedules	Closed
06/22/10	Collective Bargaining/Salary Schedules	Closed
06/30/10	Collective Bargaining/Salary Schedules	Closed
07/20/10	Collective Bargaining/Salary Schedules	Closed
8/17/10	Collective Bargaining/Salary Schedules	Closed
9/20/10	Collective Bargaining/Salary Schedules	Closed
10/19/10	Collective Bargaining/Salary Schedules	Closed
12/7/10	Collective Bargaining/Salary Schedules	Closed
1/18/11	Collective Bargaining/Salary Schedules	Closed
2/15/11	Personnel	Closed
2/23/11	Collective Bargaining/Salary Schedules	Closed
4/19/11	Collective Bargaining/Salary Schedules	Closed
5/17/11	Collective Bargaining/Salary Schedules	Closed
8/23/11 at 3:50	Personnel	Closed
8/31/11 at 7:07 p.m.	Personnel	Closed
8/31/11 at 6:17 p.m.	Personnel	Closed
9/20/11	Personnel	Closed

11/8/11	Collective Bargaining/Salary Schedules	Closed
12/5/11	Collective Bargaining/Salary Schedules	Closed
01/17/12	Collective Bargaining/Salary Schedules	Closed
01/25/12	Collective Bargaining/Salary Schedules	Closed
06/19/12	Collective Bargaining/Salary Schedules	Closed
07/19/12	Collective Bargaining/Salary Schedules	Closed
08/21/12	Collective Bargaining/Salary Schedules	Closed
09/18/12	Collective Bargaining/Salary Schedules	Closed
10/23/12 at 4:09 p.m.	Collective Bargaining/Salary Schedules	Closed
10/23/12 at 5:16 p.m.	Pending Litigation	Closed
11/5/12	Collective Bargaining/Salary Schedules	Closed

### Property Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
03/17/04	Land Acquisition	Closed
03/21/06	Pending Litigation	Closed
03/21/06	Land Acquisition	Closed
04/18/06	Land Acquisition	Closed
4/26/06	Land Acquisition	Closed
07/18/06	Land Acquisition	Closed
07/17/07	Land Acquisition	Closed
05/22/07	Pending/Imminent Litigation	Closed
07/17/07	Land Acquisition	Closed
08/21/07	Land Acquisition	Closed
10/16/07	Land Acquisition	Closed
11/14/07	Land Acquisition	Closed
06/13/08	Land Acquisition	Closed
06/17/08	Land Acquisition	Closed
07/22/08	Land Acquisition	Closed
09/16/08	Land Acquisition	Closed
10/21/08	Land Acquisition	Closed
11/13/08	Land Acquisition	Closed
01/20/09	Land Acquisition	Closed
03/17/09	Land Acquisition	Closed
2/16/10	Land Acquisition	Closed
3/23/10	Land Acquisition	Closed
7/20/10	Land Acquisition	Closed
8/17/10	Land Acquisition	Closed
1/18/11	Land Acquisition	Closed
9/20/11	Land Acquisition	Closed

### Health Services Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
1/17/01	Pending Litigation	Closed
4/9/02	Pending Litigation	Closed
7/17/02	Pending Litigation	Closed
12/17/04	Pending Litigation	Closed
12/10/09	Pending Litigation	Closed

### Insurance Review Committee

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
3/18/02	Personnel	Closed

6/19/03	Personnel	Closed
6/24/04	Personnel	Closed
12/1/05	Personnel	Closed
12/8/05	Personnel	Closed
12/15/05	Personnel	Closed
04/06/06	Personnel	Closed
08/03/06	Personnel	Closed
02/08/07	Personnel	Closed
04/12/07	Personnel	Closed
12/8/11	Personnel	Closed
11/8/12	Risk Management/Claims Information	OPEN

**Executive Subcommittee**

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
01/04/06	Personnel	Closed

**Ad Hoc Tax Subcommittee**

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
10/26/06	Personnel	Closed
11/20/06	Personnel	Closed
12/14/06	Personnel	Closed
01/04/07	Pending/Imminent Litigation	Closed
07/10/07	Personnel	Closed

**Search and Screening Committee**

<u>Date</u>	<u>Reason for Closed Session</u>	<u>Action</u>
10/3/11	Collective Bargaining/Salary Schedules	Closed

Whereas, your Executive Committee recommends that the County Board approve the recommendation of the State's Attorney and County Administrator regarding the six month review of closed session minutes and recordings.

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

BE IT FURTHER RESOLVED that all closed session minutes available for public inspection be placed in the appropriate minute books, the corresponding recordings be destroyed, and that such minutes and recordings remaining closed to the public shall be kept separately under seal, all within the Office of the County Clerk.

PASSED THIS 30<sup>th</sup> DAY OF January, 2013.

ATTEST:

Christie A. Webb  
COUNTY CLERK

  
BOARD CHAIRMAN

Motion by member Ackerman, Second by member Donahue to Approve Resolution 11. Motion carried by Roll Call Vote.

---

Aye: Ackerman, B. Grimm, Graff, Harris, Imig, Meisinger, Neuhauser, Proehl, Rinehart, Sinn, Stanford, Sundell and VonBoeckman.

Nay: Connett, Crawford, Donahue, D. Grimm, Palmer, and Vanderheydt.

Absent: Hillegonds.

---

Review and Discussion: Chris Coulter VP of PDC gave overview of recommended proposal.

---

Member D. Grimm will be voting no as he feels Tazewell County is already taking everyone's waste.

---

Member Graff asked why it should be supported.

---

David Zimmerman answered it was part of host agreement which was negotiated.

---

Member Donahue questioned why they aren't dumping in there own jurisdiction. The other landfills don't have the security of Indian Creek landfill.

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

*Carroll Emig*  
*Ray Corey*

*Amy Tipping*  
*Emily Roper*  
*Melissa Goetz*  
*M. R. ...*

**RESOLUTION**

WHEREAS, PDC has requested that Indian Creek Landfill accept out of state waste from Meminger Metal Finishing of Eldridge, IA; and

WHEREAS, Section 32B of Tazewell County's Host Agreement states that municipal solid waste generated outside the State of Illinois shall not be accepted without requesting and receiving prior County Board approval; and

WHEREAS, Meminger Metal Finishing also has a facility in Aledo, IL and currently sends the same waste to the Indian Creek Landfill; and

WHEREAS, the Special Waste Review Committee voted to recommend to the County Board to approve the disposal of the non-hazardous waste at Indian Creek Landfill.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Health Department Administrator Amy Tippey and the Director of the Solid Waste Management Program Ray Corey of this action.

PASSED THIS 30<sup>TH</sup> DAY OF JANUARY, 2013.

ATTEST:

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

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

Motion by member B. Grimm, Second by member Palmer to Approve Resolution 23. Motion carried by Voice Vote.

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

\_\_\_\_\_  
*Nancy Proch*  
 \_\_\_\_\_  
*John D. [unclear]*  
 \_\_\_\_\_  
*Gregory [unclear]*  
 \_\_\_\_\_  
*Jim [unclear]*  
 \_\_\_\_\_  
*David G. [unclear]*

\_\_\_\_\_  
*[unclear]*  
 \_\_\_\_\_  
*Dean [unclear]*  
 \_\_\_\_\_  
 \_\_\_\_\_

**RESOLUTION**

WHEREAS, the County's Property Committee recommends to the County Board to approve the Lease Renewal Agreement with Midwest Counseling Services for office space rental in the Monge Building; and

WHEREAS, the lease renewal will be for 24 months commencing on January 01, 2013 and ending January 01, 2015 with monthly rent in the amount of \$705.00.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Midwest Counseling Services, 15 S. Capitol Street, Pekin, IL and the Auditor of this action.

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

\_\_\_\_\_  
*Christie All Webb*  
 Tazewell County Clerk

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

## MONGE BUILDING LEASE AGREEMENT

This lease agreement is entered into between the lessor and the lessee this 30th day of January, 2013 at Pekin, Illinois.

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

Lots 10, 11, 12, 13, 14 and 15 all in Block 46 in the Original Town, now City of Pekin, Tazewell County, Illinois.
  - (d) “the lessee” shall mean Midwest Counseling Services.  
the lessee’s trade name is \_\_\_\_\_.
  - (e) “the lessor” shall mean Tazewell County, 11 South Fourth Street, Room 432, Pekin, Illinois 61554.
  - (f) “premises” shall mean that part of the Monge Building commonly known as Suite 207 & 209, 15 South Capitol, Pekin, Illinois 61554, containing approximately 953 square feet of floor area, together with the appurtenances specifically granted in this lease agreement, but reserving unto the lessor the use of the exterior walls, the roof, and the right to install, maintain, use, repair, and replace pipes, decks, conduits, wires, and similar matters.
2. **Demise.** The lessor leases the premises to the lessee, and the lessee leases the premises from the lessor.
3. **Condition.** The lessee accepts the premises in the condition existing at the commencement of this lease agreement.

**Purpose.** The premises are to be used by the lessee for the purpose of Offices

4. **Term.** The term of this lease shall be for 24 months, commencing on the 1st day of January, 2013, and ending on the 1st day of January 1, 2015. If the lessor shall be unable to deliver possession of the premises to the lessee for a period of 15 days after the commencement of this lease, the lessee may, by written notice to the lessor within 21 days after the commencement of this lease, declare this lease agreement void, and such declaration, the monthly rental installments shall be ratably adjusted for the period of non-possession.

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

See Addendum "A"

6. **Rent.** The lessee shall pay to the lessor an annual rent of U.S. \$ 7,800.00 payable in equal monthly installments of U.S. \$ 705.00, in advance, on the first day of each month, the first payment to be made upon the lessee's execution of this lease agreement.

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

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

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

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

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

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

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

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

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

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

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

20. **Eminent Domain.** If all of the premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or if all of the premises is sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall abate effective the date upon which the condemning authority shall take possession of the premises. If less than all of the premises shall be taken or sold under such conditions, (a) the lessor may terminate this lease by written notice by the lessee, and the rent shall be abated as of the date upon which the condemning authority shall have taken possession of the premises, or (b) the lessor may rebuild or restore the improvements so long as such construction or restoration shall make the premises reasonably tenantable considering the uses for which the premises are leased, and the rent shall be equitably adjusted considering the portion of the premises being untenable and the period during which it shall be untenable. The lessor and the lessee shall each be entitled to prosecute or defend and receive separate awards and portions of lump-sum awards as may be allocated to their respective interests in any condemnation proceeding.
21. **Waste, Nuisance, and Use.** The lessee shall not commit or permit any waste of the premises; the lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance on the premises; the lessee shall not use and shall not permit another to use the premises for any unlawful purpose or for any purpose which would increase the fire and casualty insurance premium. There shall be no occurrence of an event of default as occasioned by any claimed unlawful use of the premises so long as (a) the lessee shall contest in good faith, diligently, and in accordance with all applicable laws, statutes, ordinances, rules or regulations, (b) the lessee shall pay when due any zoning or use charges or fees claimed due, under protest, (c) the lessee shall fund any indemnity expense fund as provided in paragraph 29, (d) the lessee shall perform all other acts necessary to prevent the creation of any lien or claims of lien against the premises, and (e) the lessee shall not have admitted that there shall be no further appeals taken or there shall have been no final non-appealable disposition of any such contest.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated this 30<sup>th</sup> day of January, 2013.

ATTEST:

Christie A. Webb  
Christie A. Webb - Tazewell County  
(Print Name & Title) Clerk/Recorder

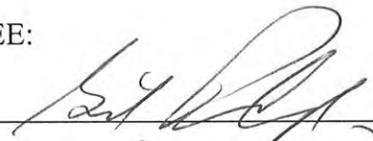
LESSOR:

By: [Signature]  
Board Chairman, Tazewell County, IL

ATTEST:

  
\_\_\_\_\_  
GIL PILAPIL, President  
(Print Name & Title)

LESSEE:

By:   
\_\_\_\_\_  
GIL PILAPIL, President  
(Print Name & Title)

**RECEIVED**  
**JAN 24 2013**  
DEPARTMENT  
COMMUNITY

## ADDENDUM TO MONGE BUILDING LEASE AGREEMENT

On the first day of each year of the extended term, the basic monthly rent shall be increased for the ensuing year in the same proportion that the Consumer Price Index for All Urban Consumers – United States City Average: All Items—Series A(1982-4=100) of the United States Department of Labor for the last month of the expired term shall have increased over such index figure for the first month of the lease term. If a different base period is used in determining the index number at the time of the extension of the term, the computation of the new base rental shall reflect any change therein. If at any time prior to the first day of the extended term the aforesaid index shall cease to be published, there shall be substituted for such index the most similar economic indicator then published, if any. If the parties cannot agree to such substitute or if none shall be published, the lease shall terminate. In no event shall the basic monthly rent be less than U.S. \$ 705.00.

Motion by member Ackerman, Second by member Sundell to Approve Resolution 24. Motion carried by Voice Vote.

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

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*Carroll Dwyer*                      *Ronald E. Missinger*  
*Nick Hoff*                              *Monica Connett*

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*[Signature]*                              *[Signature]*

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**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to approve the attached Tazewell County Grant Policy and summary form as presented; and

WHEREAS, the purpose of this policy is to provide procedures relating to the requirements for application and contracts for grants and to ensure that county administration is accountable for proper grant documentation, administration and grant related activities.

THEREFORE BE IT RESOLVED that the County Board approve the Tazewell County Grant Policy.

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

PASSED THIS 30<sup>th</sup> DAY OF JANUARY, 2013.

ATTEST:

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

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

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## Grant Policy

### 1. PURPOSE

Tazewell County recognizes that grant funding provides significant resources to enhance the County's ability to provide services and activities not otherwise available. The County will seek grant funding for activities that are determined to further core County functions or that provide for activities, which are in the best interests of our citizens. The County will examine the benefits of grant funding prior to application and decline funding determined not to meet the above criteria.

The purpose of this policy is to provide procedures relating to the requirements for application and contracts for grants, and

To ensure that county administration is accountable for proper grant documentation, administration, and grant related activities.

### 2. APPLICABILITY

This policy applies to Tazewell County departments that fall under the direct supervision of County Administration.

### 3. DEFINITIONS

3.1 "Accruals" means pending revenue for work completed or sales made in one year, whether billed or not billed, that is not received until the next year.

3.2 "Indirect Costs" are costs associated with the administrative and general functions of County government that support direct services of a grant or fund. Indirect costs include such things as cost of facilities, utilities, insurance, accounting and payroll, information technology, infrastructure, etc. according to generally accepted practices.

3.3 "State and Federal Grants" are revenues received from the state or federal government (directly or indirectly).

3.4 "County Official" as used in this policy means those under direct supervision of county administration.

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4. AUTHORITIES

All grant contracts will be approved in accordance with the County's purchasing ordinance and policy and procedures and as required by the terms of the grant.

Grant applications may be completed, signed, and submitted by county officials after direction from the county administrator or county board.

5. GRANT SUMMARY FORM

The grant summary form is designed to provide information so the county administrator can consider whether the requesting department may apply for grants based on the needs, priorities, and on the criteria detailed in the County's General Financial Policies.

Prior to application for any new grant or renewal of any existing grant, the requesting department will complete the grant summary form. Signature of the county administrator is required. The summary form will be submitted through normal board procedures and placed on the Finance Committee agenda for discussion and direction on whether to proceed with application.

The grant summary form will be maintained by the department and attached to the grant contract when the board considers the contract for approval.

6. GRANT APPLICATION

Completion of grant applications is the responsibility of the county official.

After submission and approval of the grant summary form, applications may be signed and submitted by the county official. Applications requiring signature of the County's executive authority may be signed by the board chairman or the county administrator.

7. GRANT CONTRACT/REQUIREMENTS FOR APPROVAL

The finance committee will make a recommendation to the county board for approval prior to acceptance of any funding or expenditure of funds on any grant activity. A written contract is required.

A copy of the signed grant summary form and, if the contract requires modification of the county budget, a completed budget modification form or an amended budget form must be submitted to the board with the contract.

8. COMPLIANCE WITH GRANT REQUIREMENTS

County officials are responsible for compliance with all aspects of grant requirements including

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monitoring to ensure that grant activities are properly accomplished, grant accounting and tracking, and ensuring that requests for reimbursement are accurate and submitted on schedule or as soon as possible after completion of grant activities.

#### 9. RESPONSIBILITY FOR MAINTENANCE OF FILE AND PUBLIC DISCLOSURE

A copy of the grant summary form, grant contract, and any approved amendments are retained by the Grants Administrator.

The official grant file including an original signed contract and all documents associated with the grant, including but not limited to the contract and amendments, applications, grant summary form, activity reports, requests for reimbursement, fiscal reports, and other correspondence will be maintained by the initiating department. Any destruction of these records will be in accordance with the approved retention schedule in the appropriate department. Public disclosure requests regarding grants will be referred to the initiating department for coordination with the grants administrator of public records gathering and release.

#### 10. GRANT REVENUES

##### 10.1 Revenue Accounts to be established by the County Treasurer

Pursuant to the County's General Financial Policies, all grant revenues will be deposited to revenue accounts specific to the grant and grant year and separated into revenues for direct activities and indirect costs. In addition, accruals will be deposited to separate revenue accounts. The Treasurer will create and maintain revenue numbers that ensure identification of grants by year, separate direct from indirect costs, and provide for tracking of accruals.

##### 10.2 Deposit and Budgeting of Revenue for Multi-year Grants

County officials must ensure that for reimbursement-based, multi-year grants, both revenues and expenditures are budgeted in the year during which the grant activity will be performed. Reimbursements for grant activities performed in one calendar year and not actually received until the next calendar year are considered accruals and deposited as such.

Revenues for grants where funds are received by the County prior to the grant activity (typically as a lump sum) are required to be deposited and budgeted as follows:

- General Fund budgeted grants - When received, all revenue is deposited in the General Fund (unsecured revenue will then be reclassified at fiscal year end to a deferred revenue line). The funds are then reinstated to a receivable line for the next fiscal year within the general fund.

- 
- Grants budgeted in other funds - Revenues are deposited to the appropriate fund when received. If the expenditure is not budgeted during the year of receipt, the ending fund balance is raised. The ending fund balance is reduced in future years as grant activities occur.

County officials and the county treasurer are responsible to ensure that grant revenues are properly budgeted and that they are deposited into the proper revenue accounts immediately upon receipt in accordance with terms of the grant.

#### 11. GRANT SIGNATURE AUTHORIZATION FORM

Some grant applications require the completion and submittal of a signature authorization form. For obtaining signatures of the board chairman or county administrator, signature authorization forms should be delivered to the chief clerk/board secretary. Signature of the board chairman on authorization forms may be obtained without public meeting. The following signature authorities should be included:

- Applications/revised applications – County official and the county administrator.
- Contracts/contract modifications - Chairman of the Board or the county official depending on the grant amount.
- Purchase Orders - The county official and his/her designee.
- Authorizing authority – Chairman of the Board

#### 12. INDIRECT COSTS TO BE MAXIMIZED

All grant applications and contracts will include charges to cover all the indirect costs up to the maximum allowed in accordance with the specific grant rules. Indirect revenues will be deposited and budgeted according to the county administrator and will not be expended on direct activities of the grant. In addition, the department applying for a grant award may seek a waiver, from the county administrator, for these indirect costs if seeking such reimbursement will significantly impede the chances of being awarded the grant.

#### 13. PERSONNEL HIRED WITH GRANT FUNDING

Any positions that are approved based on grant funding shall be eliminated when the grant funding discontinues. All job postings for grant funded positions must disclose that the position will be eliminated once grant funds have been expended and the grant has ended.



## GRANT SUMMARY FORM

**Please submit the completed form with the required signatures to Dawn Cook,  
Grants Administrator, [dcook@tazewell.com](mailto:dcook@tazewell.com), Tazewell Building, phone: 478-5948.**

1. Name(s) of person(s) and department initiating the grant proposal:	10. List all community partners by name of organization and type of support, and indicate if any match is required:
2. Name(s) of person(s) writing the grant proposal:	
3. Grant title and funding entity:	11. List anticipated new personnel, facilities, and equipment required for the grant project's successful implementation:
4. Who will manage the funded grant project?	<u>Personnel:</u>  <u>Facilities:</u>  <u>Equipment:</u>
5. Amount of funding sought:	12. Briefly describe the project you wish to fund and identify the Tazewell County strategic goal(s) it addresses:
6. Application due date:	
7. Are matching funds required? <input type="checkbox"/> yes <input type="checkbox"/> no If yes: cash amount: \$ _____ Identify source(s)/budget code(s)	
8. Grant period:	
9. In-kind support (current personnel, facilities, equipment to be used). List all by percent of time to be spent on the grant project or actual dollar amount:  <u>Personnel:</u>  <u>Facilities:</u>  <u>Equipment:</u>	<i>Attach additional paper if necessary</i>

PLEASE ATTACH THE **COMPLETE** REQUEST FOR PROPOSAL (RFP) FOR THE GRANT

Your Signature: \_\_\_\_\_ Department Head's Signature: \_\_\_\_\_

Form to be submitted to County Administrator for signature and returned to Department Head:

Approve \_\_\_\_\_ Disapprove \_\_\_\_\_ County Administrator: \_\_\_\_\_

Motion by member Palmer, Second by member Donahue to Approve Resolution 30.

Motion by member Harris, Second by member Graff to refer Resolution 30 back to Committee. Motion carried by Voice Vote.



FY2013 SALARIES

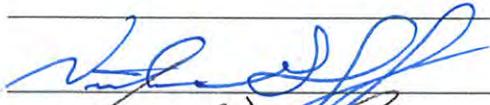
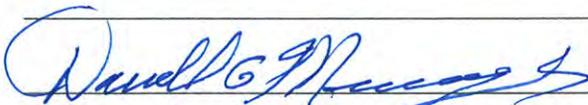
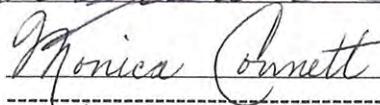
Employee	Job Title	Grade/ Step	FY 2012 Salary	FY2013 Salary	Salary Increase
<b>Highway Department</b>					
Anderson, John	County Engineer	19/*	\$ 115,301.54	\$ 119,913.60	\$ 4,612.06
<b>Non Salary Compensation</b>			\$ 7,800.00	\$ 7,800.00	\$ -
<b>Total Anderson, John</b>			<b>\$ 123,101.54</b>	<b>\$ 127,713.60</b>	<b>\$ 4,612.06</b>
<b>Court Services</b>					
Mills, David	Department Head	17/8	\$ 104,019.00	\$ 108,946.02	\$ 4,927.02
<b>Assessments</b>					
Twist, Gary	Department Head	14/5	\$ 57,852.00	\$ 60,923.41	\$ 3,071.41
		14/5	\$ 14,463.00	\$ 15,230.91	\$ 767.91
<b>IT Stipen</b>			\$ 7,000.00	\$ 7,000.00	\$ -
<b>Total Twist, Gary</b>			<b>\$ 79,315.00</b>	<b>\$ 83,154.32</b>	<b>\$ 3,839.32</b>
<b>Community Development</b>					
Deining, Kristal	Department Head	14/4	\$ 56,514.00	\$ 59,326.05	\$ 2,812.05
		14/4	\$ 14,128.00	\$ 14,831.51	\$ 703.51
<b>Total Deining, Kristal</b>			<b>\$ 70,642.00</b>	<b>\$ 74,157.56</b>	<b>\$ 3,515.56</b>
<b>E.M.A.</b>					
Cook, Dawn	EMA Director/Grants Mgr.	12/7	\$ 61,277.00	\$ 65,997.00	\$ 4,720.00

Motion by member D. Grimm, Second by member Crawford to approve Resolution 33. Motion carried by Voice Vote.

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

_____	_____
	
	
	
	

**RESOLUTION**

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve filling a vacant position for a Deputy position in the Sheriff's Department; and

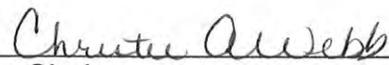
WHEREAS, the Deputy position has a base starting annualized rate of pay of \$38,957.64.

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

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

PASSED THIS 30<sup>th</sup> DAY OF JANUARY, 2013.

ATTEST:

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

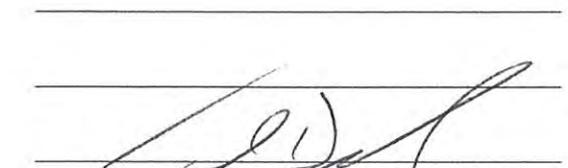
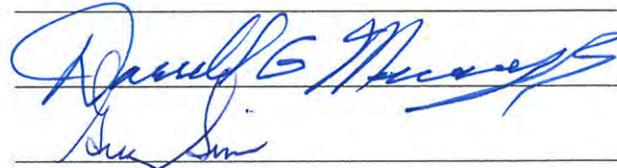
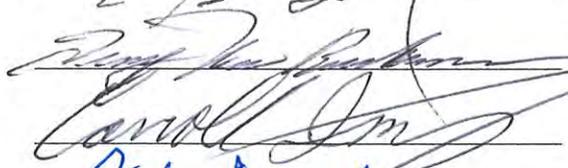
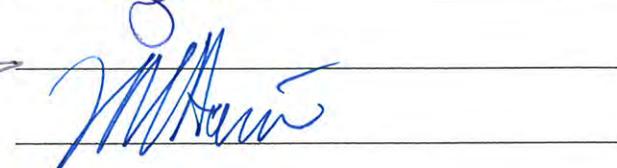
  
\_\_\_\_\_  
County Board Chairman

Motion by member Stanford, Second by member Crawford to approve with deep regret Resolution 39. Motion carried by Voice Vote.

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

**RESOLUTION**

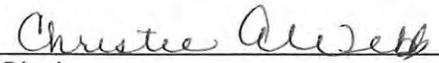
WHEREAS, the Executive Committee recommends to the County Board to approve formal acceptance of the resignation of District 3 County Board Member Paul Hahn as of January 30, 2013.

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

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

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

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

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

RECEIVED

JAN 22 2013

TAZEWELL COUNTY  
BOARD OFFICE

Tazewell County Board  
Chairman Zimmerman  
11<sup>th</sup> South 4<sup>th</sup>  
The McKenzie Building  
Pekin, Illinois 61554

January 21, 2013

Chairman Zimmerman and Tazewell County Board Members:

Please accept this letter of resignation from my position as a Tazewell County Board member. It is with regret that I am resigning this post and have enjoyed the involvement and input the board membership affords to make a positive difference for our Tazewell County constituents. It is due to health problems that I am resigning as I feel I will not be able to give the position the time and attention it deserves to serve the voters properly. I hope in the future when my health problems are resolved to return to serve in our County government.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul A. Hahn". The signature is fluid and cursive, with a long horizontal line extending to the right.

Mr. Paul A. Hahn  
33633 State Route 9  
Mackinaw, Illinois 61554

Member Ackerman recommended proclamation of 4 Chaplains.  
Ackerman also gave a review.

---

Member Crawford mentioned Economic Development focus  
and UCCI.

\*\*\* Press Release \*\*\*

70<sup>th</sup> Anniversary of Four Chaplains Day

**Whereas** on February 3<sup>rd</sup>, 1943, the USAT *Dorchester* was torpedoed and sank off the coast of Greenland while transporting soldiers to the European Theater of World War II,

**And Whereas** as a result of the torpedo and sinking the *Dorchester* took the lives of 627 of the men out of the 902 on board,

**And Whereas** among the 627 lives lost that day included four newly graduated Lieutenants in the United States Army; the Reverend George L. Fox of the Methodist Church, Jewish Rabbi Alexander D. Goode, Reverend Clark V. Poling of the Reformed Church in America, and Father John P. Washington of the Roman Catholic Church,

**And Whereas** the survivors of the sinking recognized the efforts of the Four Chaplains in organizing the rescue efforts and ultimately sacrificing their own lives to save others,

**And Whereas** many of the survivors stated later that in the ships final moments before slipping beneath the waves of the ocean, the Four Chaplains braced themselves against the railings, praying and singing to give strength to others with their final valiant declaration of faith, their arms linked together as they braced against the railing and leaned into each other for support,

**And Whereas** one of the witnesses to this act, John Ladd, later said, *"It was the finest thing I have seen or hope to see this side of Heaven"*,

**And Whereas** the survivors told the story of the Four Chaplains, their heroism entranced the nation,

**And Whereas** in their death they illustrated a cause of unity without uniformity, encouraging goodwill and cooperation among all people,

**And Whereas** on December 19<sup>th</sup>, 1944, all four chaplains were posthumously awarded the Purple Heart and the Distinguished Service Cross,

**And Whereas** upon being told that the Medal of Honor could not be awarded to these Four Chaplains as the stringent requirements for that medal required heroism performed *"under fire"*, members of Congress decided to authorize a special medal intended to have the same weight and importance as the Medal of Honor, which would become the Four Chaplains' Medal, which was approved by a unanimous act of Congress on July 14, 1960,

**And Whereas** in 1988, February 3<sup>rd</sup> was established by a unanimous act of Congress as an annual "Four Chaplains Day",

**And Whereas** this year we mark the 70<sup>th</sup> Anniversary of that tragic night in 1943,

**And Whereas** this 70<sup>th</sup> Anniversary also falls on a Sunday this year, which is iconic since we are honoring the heroism of Four Chaplains,

**And Whereas** City of Peoria Mayor Jim Ardis, Tazewell County Board Member John C. Ackerman and City of Washington Mayor Gary Manier along with Revered Dr. Robert "Bob" Phillips of First United Methodist Church in Peoria and Rabbi Daniel Bogard of Anshai Emeth of the Jewish Faith have joined together to bring regional attention to this national day of remembrance,

**Let Us Today** call for all centers of faith within the Central Illinois Region to join us in a Regional Recognition of Four Chaplains Day this coming February 3<sup>rd</sup> and remember the lessons to be learned from Reverend George L. Fox, Rabbi Alexander D. Goode, Reverend Clark V. Poling, and Father John P. Washington and their last heroic act of bravery.

Motion by member Crawford, Second by member Proehl to approve Appointments/Reappointments A-l

Motion by member Stanford, Second by member Ackerman to Table Appointment D-Ronald L. Ranson to the Tri- County Regional Planning Commission Board. Motion to table Appointment D carried.

**APPOINTMENT**

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

Carroll Imig who resides at 329 Monroe, PO Box 493, Hopedale, IL 61747 to the Tazewell County Board of Health for a term commencing December 03, 2012 and expiring June 30, 2013.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Michael Harris to the Tazewell County Board of Health and we recommend said appointment be approved.

\_\_\_\_\_  
*David Zimmerman*  
 \_\_\_\_\_  
*David C. Musings*  
 \_\_\_\_\_  
*Jim Donahue*  
 \_\_\_\_\_  
*David C. Musings*  
 \_\_\_\_\_  
*Angela...*

\_\_\_\_\_  
*Carroll Imig*  
 \_\_\_\_\_  
*...*  
 \_\_\_\_\_  
*...*  
 \_\_\_\_\_  
*...*

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Carroll Imig to the Tazewell County Board of Health.

The County Clerk shall notify the County Board Office and the County Board Office will notify Amy Tippey, Administrator of the Tazewell County Health Department, 21306 Illinois Route 9, Tremont, IL 61568 of this action.

PASSED THIS 30<sup>th</sup> DAY OF JANUARY, 2013.

ATTEST:

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

\_\_\_\_\_  
*David Zimmerman*  
Tazewell County Board Chairman

**APPOINTMENT**

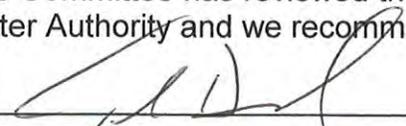
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint

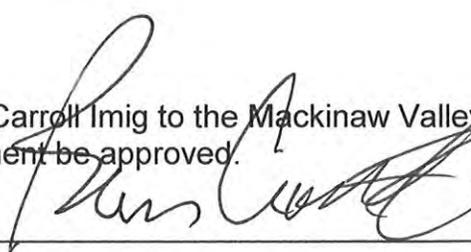
Carroll Imig, who resides at 329 Monroe, PO Box 493, Hopedale, IL 61747 to the Mackinaw Valley Water Authority for a term commencing December 03, 2012 and expiring November 30, 2013.

**COMMITTEE REPORT**

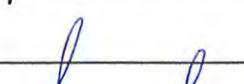
TO: Tazewell County Board  
FROM: Executive Committee

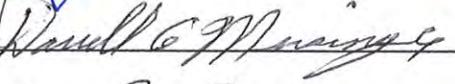
This Committee has reviewed the appointment of Carroll Imig to the Mackinaw Valley Water Authority and we recommend said appointment be approved.

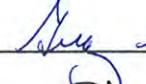
  
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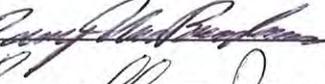
  
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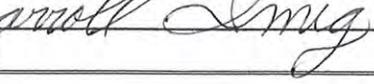
  
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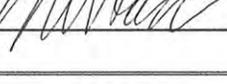
  
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**RESOLUTION OF APPROVAL**

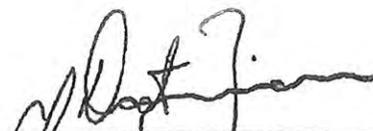
The Tazewell County Board hereby approves the appointment of Carroll Imig to the Mackinaw Valley Water Authority.

The County Clerk shall notify the County Board Office and the County Board Office will notify Mark J. McGrath, 113 Main Street, PO Box 139, Mackinaw, IL 61755.

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

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

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

**REAPPOINTMENT**

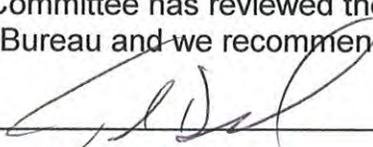
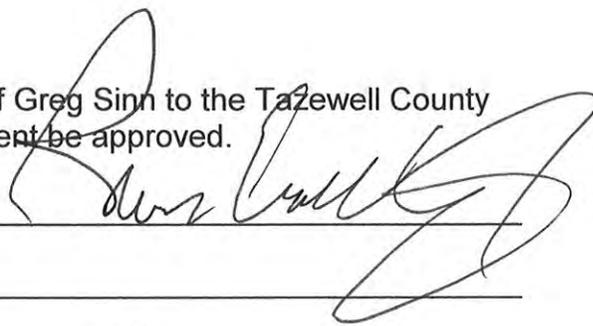
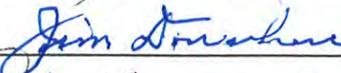
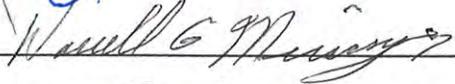
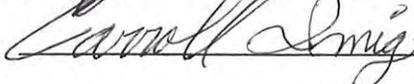
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

Greg Sinn who resides at 607 Locust St., Tremont, IL 61568 to the Tazewell County Farm Bureau for a term commencing December 1, 2012 and expiring November 30, 2014.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Greg Sinn to the Tazewell County Farm Bureau and we recommend said reappointment be approved.

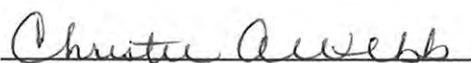
**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Greg Sinn to the Tazewell County Farm Bureau.

The County Clerk shall notify the County Board Office and the County Board Office will notify County Board Chairman of this action.

PASSED THIS 30<sup>th</sup> DAY OF JANUARY, 2013.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**APPOINTMENT**

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

Brett Grimm, who resides at 840 W. Birchwood, Morton, IL 61550 to the Heartland Water Resources for a term commencing December 03, 2012 and expiring November 30, 2013.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Brett Grimm to the Heartland Water Resources and we recommend said appointment be approved.

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\_\_\_\_\_

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Brett Grimm to the Heartland Water Resources.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Executive Director of Heartland Water Resources, 415 Main Street, Suite 838, Peoria, IL 61612.

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

\_\_\_\_\_

Christie A. Webb  
Tazewell County Clerk

\_\_\_\_\_

David Zimmerman  
Tazewell County Board Chairman

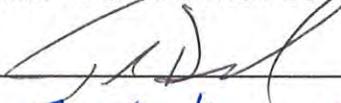
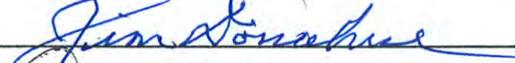
**REAPPOINTMENT**

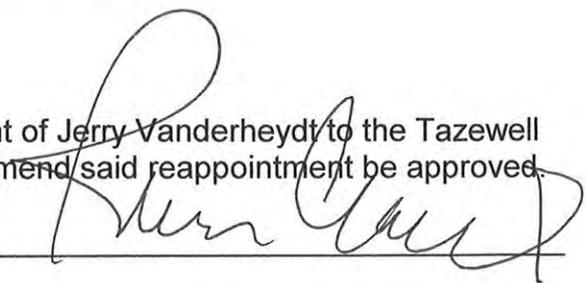
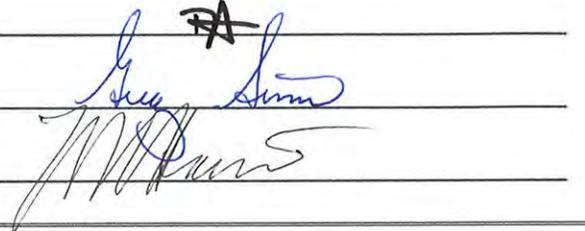
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Jerry Vanderheydt who resides at 1326 Hilltop Drive, Pekin, IL 61554 to the Tazewell Woodford Youth Services Board for a term commencing December 1, 2012 and expiring November 30, 2014.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Jerry Vanderheydt to the Tazewell Woodford Youth Services Board and we recommend said reappointment be approved.

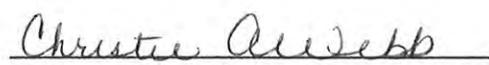
**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Jerry Vanderheydt to the Tazewell Woodford Youth Services Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify The Center for Youth & Family Solutions, 2610 W. Richwoods Blvd., Peoria, IL 61604 of this action.

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

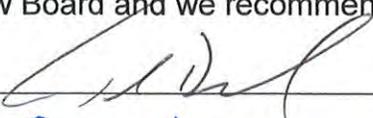
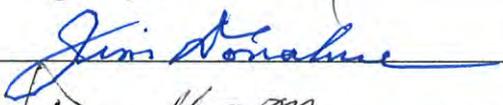
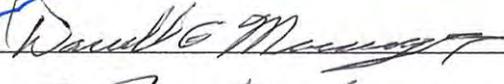
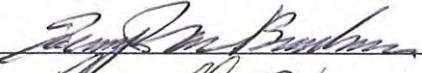
**APPOINTMENT**

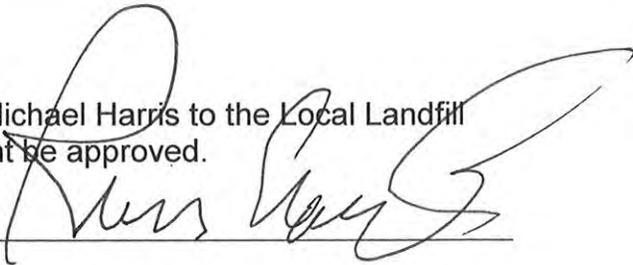
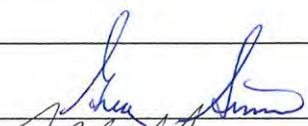
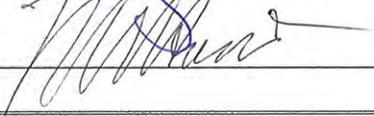
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Michael Harris who resides at Box 245, Mackinaw, IL 61755 to the Local Landfill Review Board for a term commencing December 03, 2012 and expiring September 30, 2015.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Michael Harris to the Local Landfill Review Board and we recommend said appointment be approved.

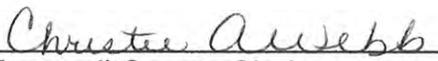
**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Michael Harris to the Local Landfill Review Board.

The County Clerk shall notify the County Board Office of this action.

PASSED THIS 30<sup>th</sup> DAY of JANUARY, 2013.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**APPOINTMENT**

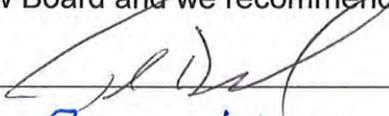
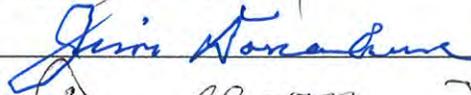
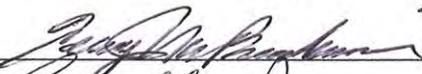
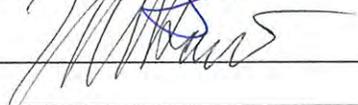
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint

Mel Stanford who resides at PO Box 726, Mackinaw, IL 61755 to the Local Landfill Review Board for a term commencing December 03, 2012 and expiring September 30, 2015.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Mel Stanford to the Local Landfill Review Board and we recommend said appointment be approved.

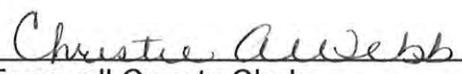
**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Mel Stanford to the Local Landfill Review Board.

The County Clerk shall notify the County Board Office of this action.

PASSED THIS 30<sup>th</sup> DAY of JANUARY, 2013.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**REAPPOINTMENT**

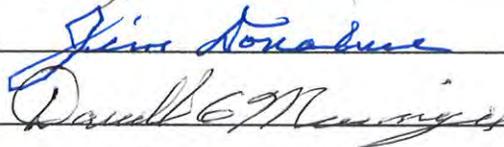
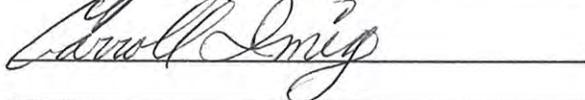
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

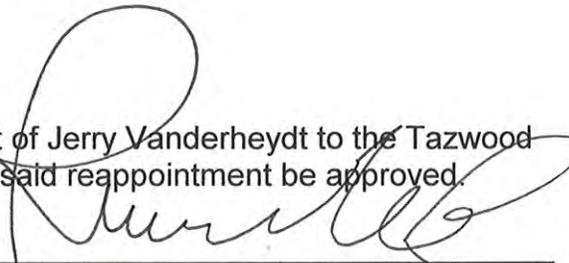
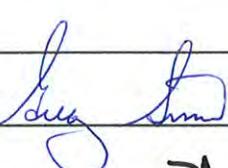
Jerry Vanderheydt who resides at 1326 Hilltop Drive, Pekin, IL 61554 to the Tazwood Community Services Board for a term commencing December 1, 2012 and expiring November 30, 2014.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Jerry Vanderheydt to the Tazwood Community Services Board and we recommend said reappointment be approved.

  
 \_\_\_\_\_  
 Jim Donahue  
  
 \_\_\_\_\_  
 David McManis  
  
 \_\_\_\_\_  
 Paul Roberts  
  
 \_\_\_\_\_  
 Carol Enig

  
 \_\_\_\_\_  
  
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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Jerry Vanderheydt to the Tazwood Community Services Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify Tazwood Community Services, 2109 S. Main Street, Morton, IL 61550 of this action.

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

  
 \_\_\_\_\_  
 Christine A. Webb  
 Tazewell County Clerk

  
 \_\_\_\_\_  
 David Zimmerman  
 Tazewell County Board Chairman

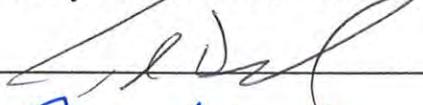
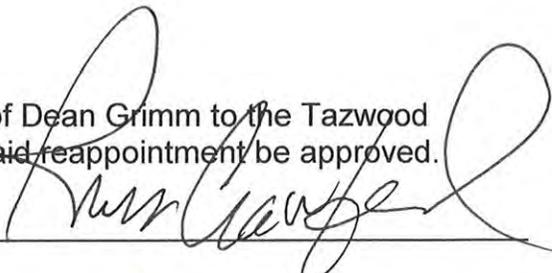
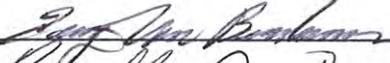
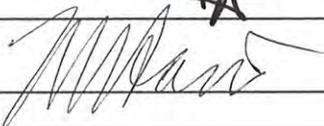
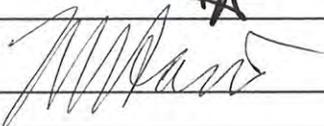
**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Dean Grimm who resides at 330 S. Main Street, Morton, IL 61550 to the Tazwood Community Services Board for a term commencing December 1, 2012 and expiring November 30, 2014.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Dean Grimm to the Tazwood Community Services Board and we recommend said reappointment be approved.

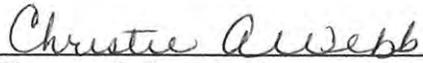
**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Dean Grimm to the Tazwood Community Services Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify Tazwood Community Services, 2109 S. Main Street, Morton, IL 61550 of this action.

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**APPOINTMENT**

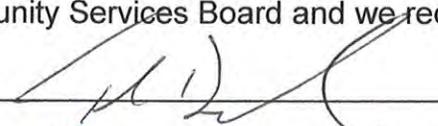
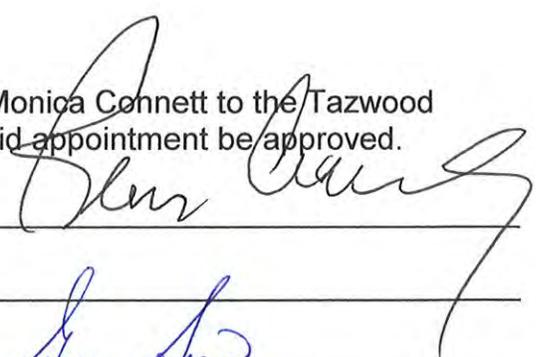
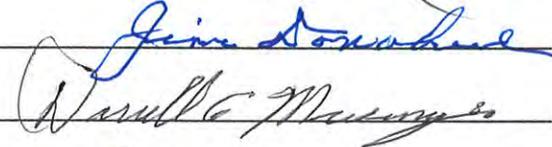
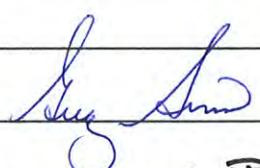
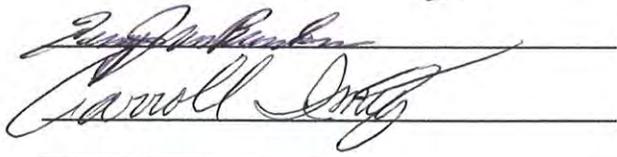
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint

Monica Connett who resides at 15762 Joseph Court, Pekin, IL 61554 to the Tazwood Community Services Board for a term commencing December 03, 2012 and expiring November 30, 2014.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Monica Connett to the Tazwood Community Services Board and we recommend said appointment be approved.

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Monica Connett to the Tazwood Community Services Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify Tazwood Community Services, 2109 S. Main Street, Morton, IL 61550 of this action.

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

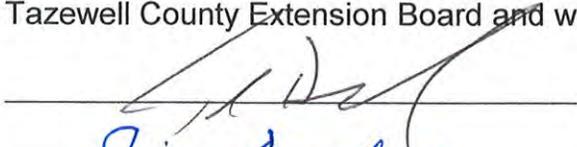
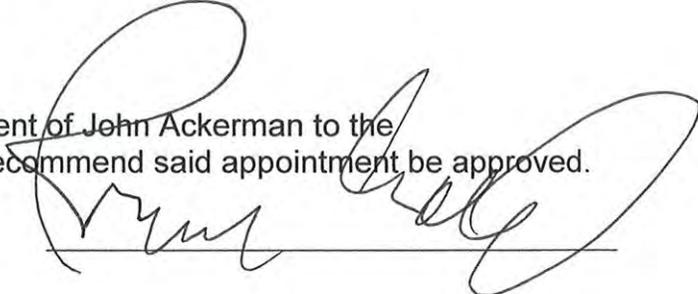
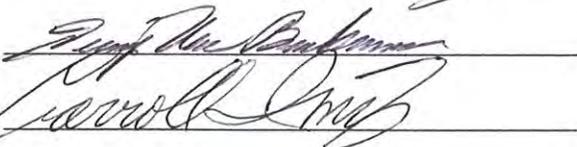
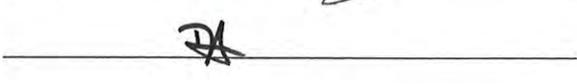
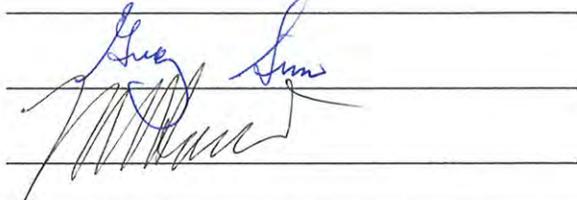
**APPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint John Ackerman who resides at 2257 Washington Road, Washington, IL 61755 to the Tazewell County Extension Board for a term commencing December 03, 2012 and expiring November 30, 2013.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of John Ackerman to the Tazewell County Extension Board and we recommend said appointment be approved.

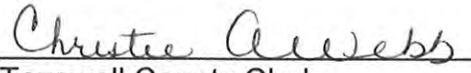
**RESOLUTION OF APPROVAL**

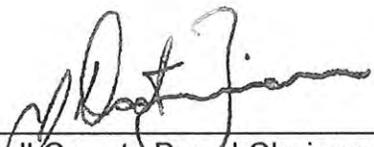
The Tazewell County Board hereby approves the appointment of John Ackerman to the Tazewell County Extension Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Tazewell County Extension Board, 1505 Valle Vista, Pekin, IL 61554 of this action.

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**REAPPOINTMENT**

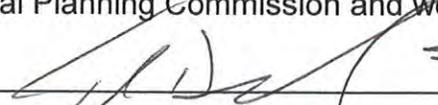
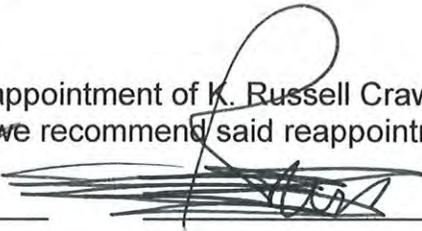
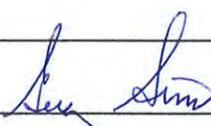
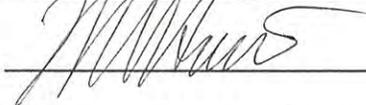
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

K. Russell Crawford who resides at 204 District Court, East Peoria, IL 61611 to the Tri-County Regional Planning Commission Board for a term commencing December 1, 2012 and expiring November 30, 2013.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of K. Russell Crawford to the Tri-County Regional Planning Commission and we recommend said reappointment be approved.

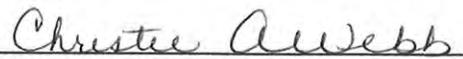
**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of K. Russell Crawford to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRPC, 211 Fulton, Suite 207, Peoria, IL 61602.

PASSED THIS 30th DAY OF JANUARY, 2013

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**REAPPOINTMENT**

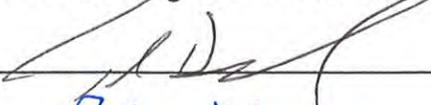
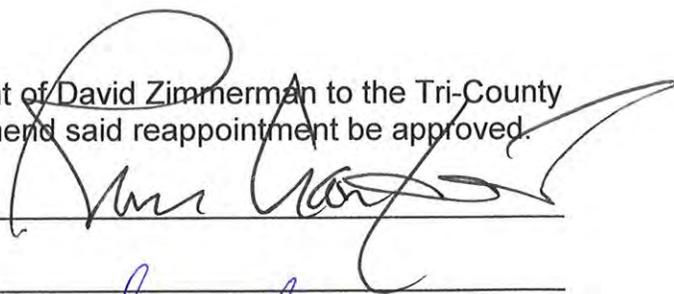
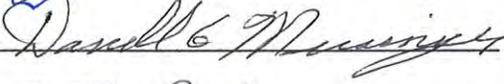
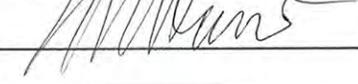
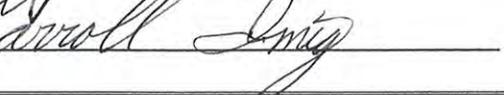
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

David Zimmerman who resides at 101 Forestview Drive, Morton, IL 61550 to the Tri-County Regional Planning Commission Board for a term commencing December 1, 2012 and expiring November 30, 2013.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of David Zimmerman to the Tri-County Regional Planning Commission and we recommend said reappointment be approved.

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of David Zimmerman to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRPC, 211 Fulton, Suite 207, Peoria, IL 61602.

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**REAPPOINTMENT**

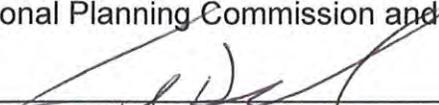
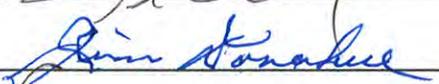
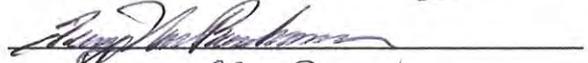
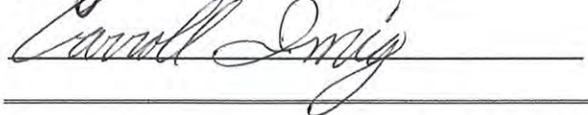
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

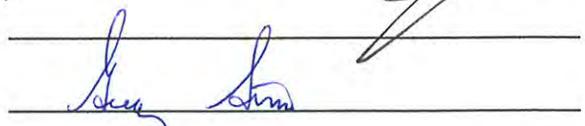
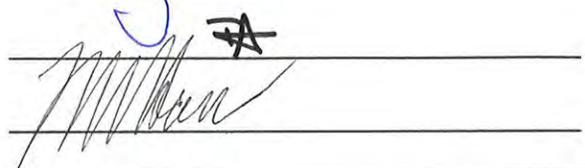
Darrell Meisinger who resides at 5331 Illinois Rt. 29, Green Valley, IL 61534 to the Tri-County Regional Planning Commission Board for a term commencing December 1, 2012 and expiring November 30, 2013.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Darrell Meisinger to the Tri-County Regional Planning Commission and we recommend said reappointment be approved.

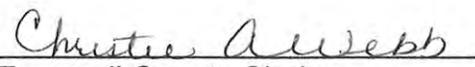
**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Darrell Meisinger to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRPC, 211 Fulton, Suite 207, Peoria, IL 61602.

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**REAPPOINTMENT**

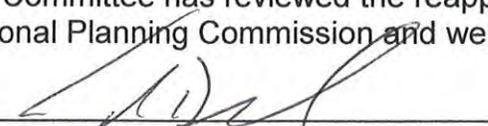
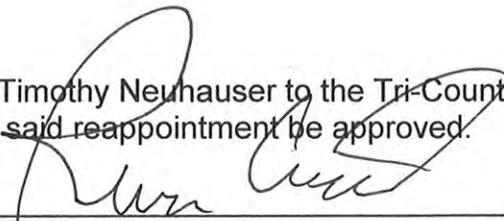
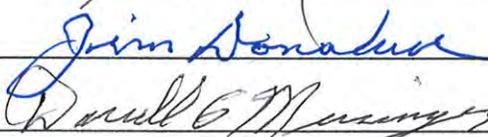
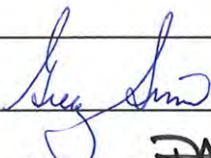
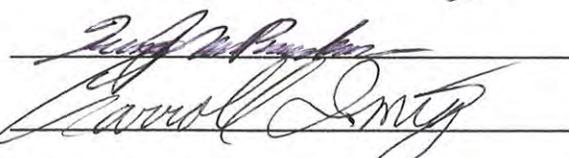
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

Timothy Neuhauser who resides at 5 Hawthorne Cove, Morton, IL 61550 to the Tri-County Regional Planning Commission Board for a term commencing December 1, 2012 and expiring November 30, 2013.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Timothy Neuhauser to the Tri-County Regional Planning Commission and we recommend said reappointment be approved.

**RESOLUTION OF APPROVAL**

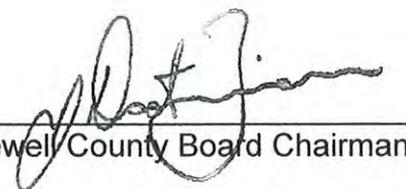
The Tazewell County Board hereby approves the reappointment of Timothy Neuhauser to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRPC, 211 Fulton, Suite 207, Peoria, IL 61602.

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**APPOINTMENT**

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

Nancy Proehl who resides at 9776 Warner Road, Manito, IL 61546 to the Tri-County Regional Planning Commission Board for a term commencing December 3, 2012 and expiring November 30, 2013.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

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

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**RESOLUTION OF APPROVAL**

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

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRPC, 211 Fulton, Suite 207, Peoria, IL 61602.

PASSED THIS 30th DAY OF JANUARY, 2013

ATTEST:

\_\_\_\_\_  
Christine A. Webb  
Tazewell County Clerk

\_\_\_\_\_  
David Zimmerman  
Tazewell County Board Chairman

**APPOINTMENT**

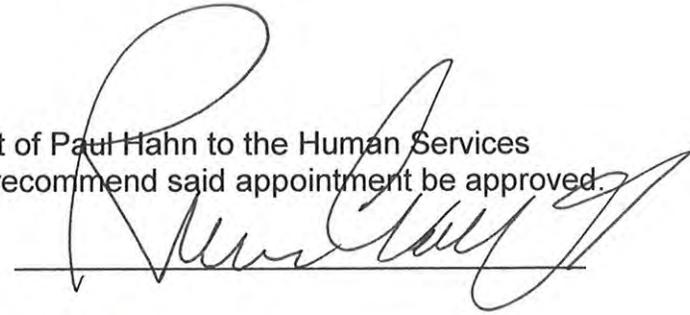
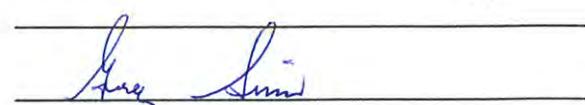
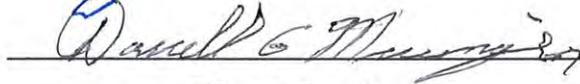
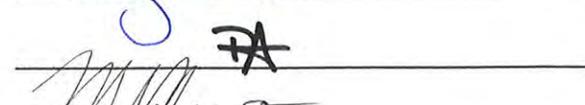
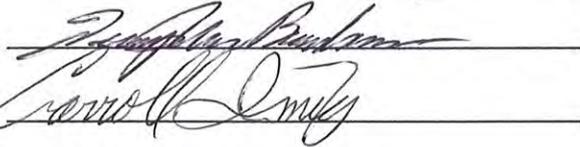
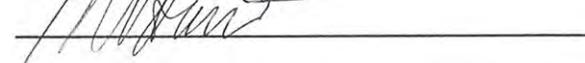
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint

Paul Hahn who resides at 33633 Illinois Route 9, Mackinaw, IL 61755 to the Human Services Transportation Planning Commission for a term commencing December 3, 2012 and expiring November 30, 2015.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Paul Hahn to the Human Services Transportation Planning Commission and we recommend said appointment be approved.

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Paul Hahn to the Human Services Transportation Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRPC, 211 Fulton, Suite 207, Peoria, IL 61602.

PASSED THIS 30th DAY OF JANUARY, 2013

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**APPOINTMENT**

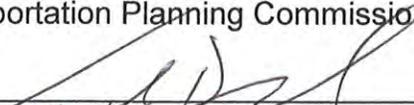
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint

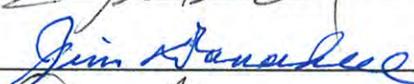
Andrew Rinehart who resides at 807 Crestview Drive, Washington, IL 61571 to the Human Services Transportation Planning Commission for a term commencing December 3, 2012 and expiring November 30, 2015.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

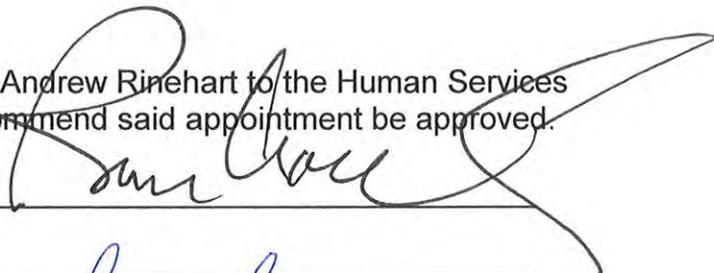
This Committee has reviewed the appointment of Andrew Rinehart to the Human Services Transportation Planning Commission and we recommend said appointment be approved.

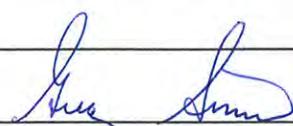
  
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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Andrew Rinehart to the Human Services Transportation Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRPC, 211 Fulton, Suite 207, Peoria, IL 61602.

PASSED THIS 30th DAY OF JANUARY, 2013

ATTEST:

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

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

**REAPPOINTMENT**

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

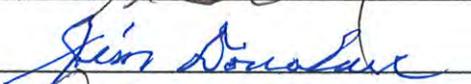
Terry Von Boeckman who resides at 1105 N 16<sup>th</sup> St., Pekin, IL 61554 to the Manito Area Regional Economic Development for a term commencing December 1, 2012 and expiring November 30, 2014.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

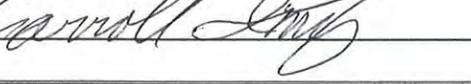
This Committee has reviewed the reappointment of Terry Von Boeckman to the Manito Area Regional Economic Development and we recommend said reappointment be approved.

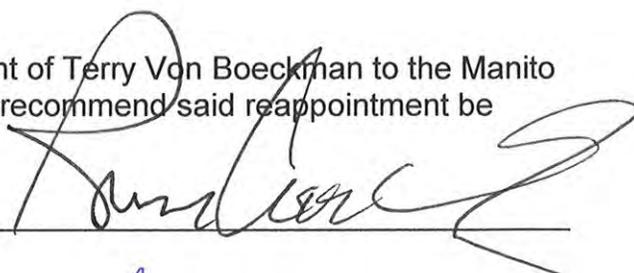
  
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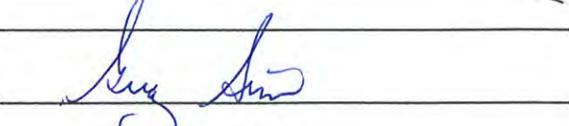
  
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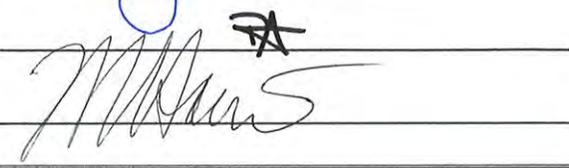
  
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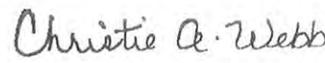
**RESOLUTION OF APPROVAL**

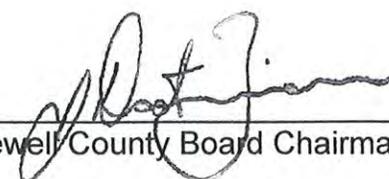
The Tazewell County Board hereby approves the reappointment of Terry Von Boeckman to the Manito Regional Economic Development.

The County Clerk shall notify the County Board Office and the County Board Office will notify the County Board Chairman of this action.

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

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

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

**REAPPOINTMENT**

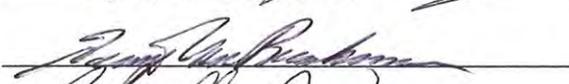
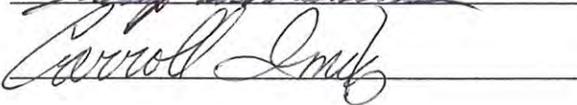
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

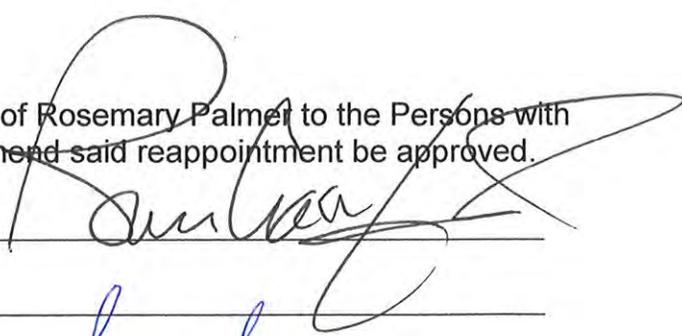
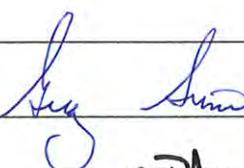
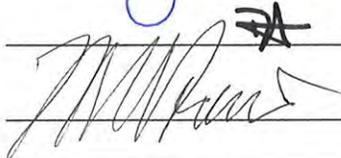
Rosemary Palmer who resides at 6404 Bass Road, Manito, IL 61546 to the Persons with Developmental Disabilities Board for a term commencing December 01, 2012 and expiring November 30, 2015.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Rosemary Palmer to the Persons with Developmental Disabilities Board and we recommend said reappointment be approved.

  
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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Rosemary Palmer to the Persons with Developmental Disabilities Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify Randy Meehan, 146 Crestwood Dr., Morton, IL 61550 of this action.

PASSED THIS 30<sup>th</sup> DAY OF JANUARY, 2013.

ATTEST:

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

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

**APPOINTMENT**

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

Sue Sundell who resides at 6250 Sky Ranch Road, Manito, IL 61546 to the City of Pekin Chamber of Commerce Transportation Committee for a term commencing December 03, 2012 November 30, 2015.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Sue Sundell to the City of Pekin Chamber of Commerce Transportation Committee and we recommend said appointment be approved.

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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Sue Sundell to the City of Pekin Chamber of Commerce Transportation Committee.

The County Clerk shall notify the County Board Office and the County Board Office will notify the County Board Chairman.

PASSED THIS 30<sup>th</sup> DAY OF JANUARY, 2013.

ATTEST:

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Christie A. Webb  
Tazewell County Clerk

\_\_\_\_\_

Tazewell County Board Chairman

**REAPPOINTMENT**

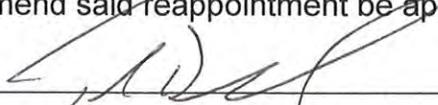
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

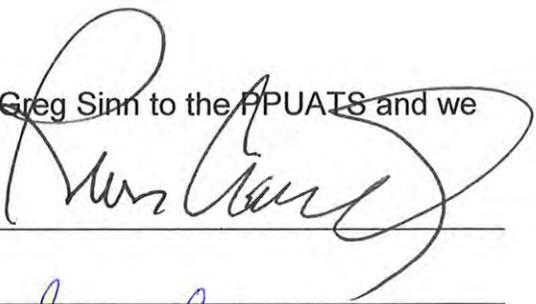
Greg Sinn who resides at 607 S. Locust, Tremont, IL 61568 to the Peoria/Pekin Urbanized Area Transportation Study (PPUATS) for a term commencing February 01, 2013 and expiring January 31, 2017.

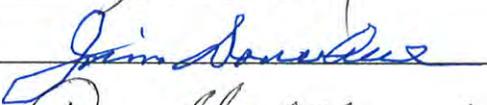
**COMMITTEE REPORT**

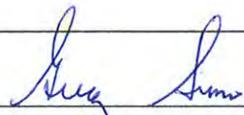
TO: Tazewell County Board  
FROM: Executive Committee

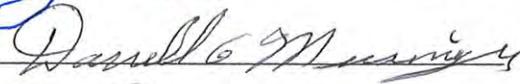
This Committee has reviewed the reappointment of Greg Sinn to the PPUATS and we recommend said reappointment be approved.

  
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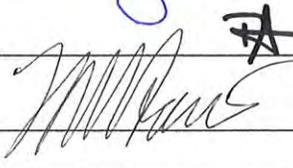
  
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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Greg Sinn to the PPUATS.

The County Clerk shall notify the County Board Office and the County Board Office will notify Terry Kohlbuss, 211 Fulton Street, Suite 207, Peoria, IL 61602 of this action.

PASSED THIS 30<sup>th</sup> DAY OF JANUARY, 2013.

ATTEST:

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

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

**REAPPOINTMENT**

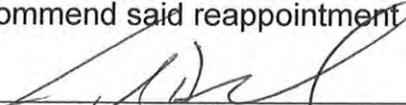
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

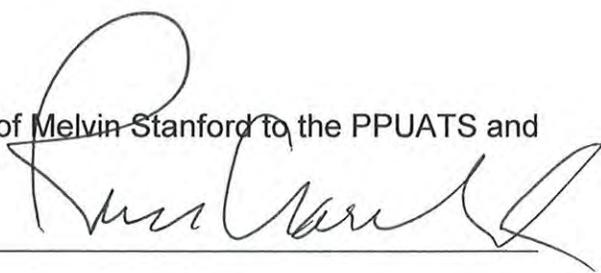
Melvin Stanford who resides at 16070 Dee Mac Road, Mackinaw, IL 61755 to the Peoria/Pekin Urbanized Area Transportation Study (PPUATS) for a term commencing February 01, 2013 and expiring January 31, 2017.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

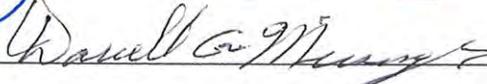
This Committee has reviewed the reappointment of Melvin Stanford to the PPUATS and we recommend said reappointment be approved.

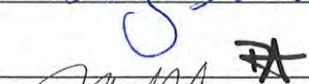
  
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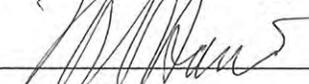
  
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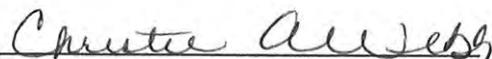
**RESOLUTION OF APPROVAL**

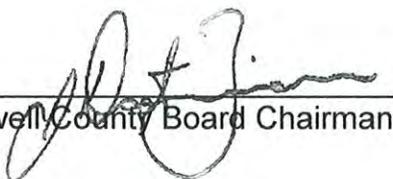
The Tazewell County Board hereby approves the reappointment of Melvin Stanford to the PPUATS.

The County Clerk shall notify the County Board Office and the County Board Office will notify Terry Kohlbuss, 211 Fulton Street, Suite 207, Peoria, IL 61602 of this action.

PASSED THIS 30<sup>th</sup> DAY OF JANUARY, 2013.

ATTEST:

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

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

**APPOINTMENT**

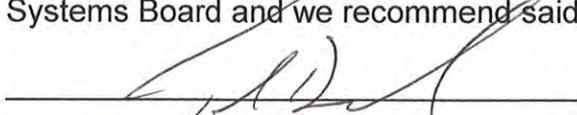
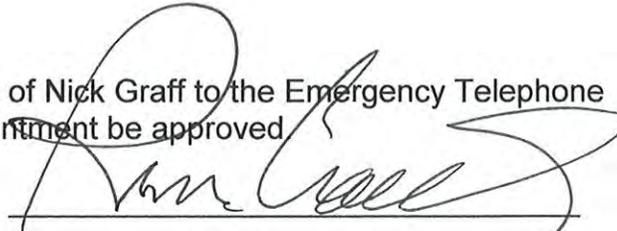
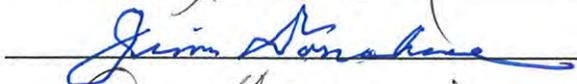
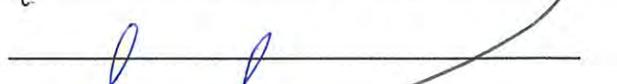
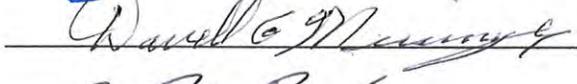
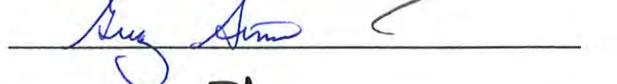
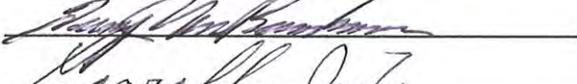
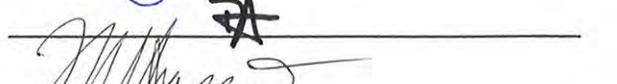
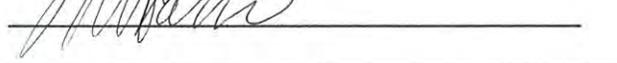
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint

Nick Graff who resides at 111 Stonecrop Road, Morton, IL 61550 to the Emergency Telephone Systems Board for a term commencing December 03, 2012 and expiring November 30, 2016.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

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

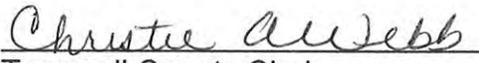
**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Nick Graff to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify PPD Chief Greg Nelson, 111 S. Capitol Street, Pekin, IL 61554 of this action.

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**REAPPOINTMENT**

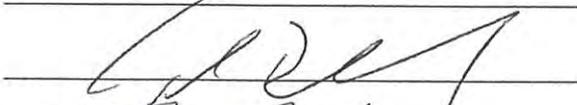
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

Russ Crawford who resides at 204 District Court, East Peoria, IL 61611 to the Tri-County River Valley Development Authority (TCRVDA) for a term commencing January 22, 2013 and expiring January 21, 2016.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Russ Crawford to the Tri-County River Valley Development Authority (TCRVDA) and we recommend said reappointment be approved.

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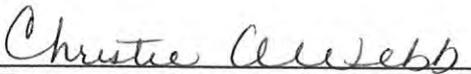
**RESOLUTION OF APPROVAL**

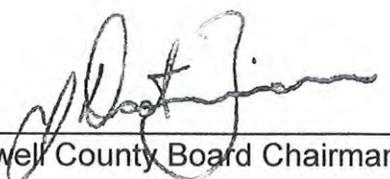
The Tazewell County Board hereby approves the reappointment of Russ Crawford to the Tri-County River Valley Development Authority (TCRVDA).

The County Clerk shall notify the County Board Office and the County Board Office will notify Roy Bockler, Vice-President of the Community Development Authority and Denny Kief of the Heartland Partnership of this action.

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

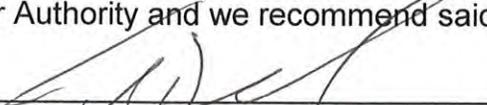
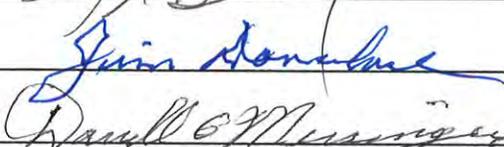
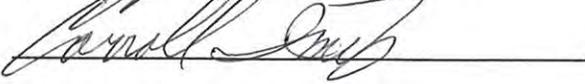
**REAPPOINTMENT**

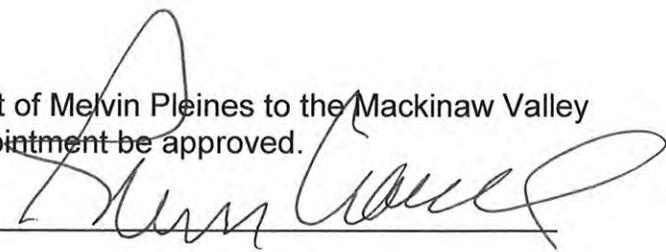
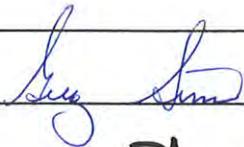
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Melvin Pleines, who resides at 613 S. Main Street, Minier, IL 61759 to the Mackinaw Valley Water Authority for a term commencing December 01, 2012 and expiring November 30, 2015.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Melvin Pleines to the Mackinaw Valley Water Authority and we recommend said reappointment be approved.

  
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 Jim Donohue  
  
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 Paul McManis  
  
 \_\_\_\_\_  
 Robert Bunker  
  
 \_\_\_\_\_  
 Carol Gray

  
 \_\_\_\_\_  
 David Zimmerman  
  
 \_\_\_\_\_  
 Greg Smith  
  
 \_\_\_\_\_  
 Mark J. McGrath

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Melvin Pleines to the Mackinaw Valley Water Authority.

The County Clerk shall notify the County Board Office and the County Board Office will notify Mark J. McGrath, 113 Main Street, PO Box 139, Mackinaw, IL 61755.

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

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

  
 \_\_\_\_\_  
 David Zimmerman  
 Tazewell County Board Chairman

**REAPPOINTMENT**

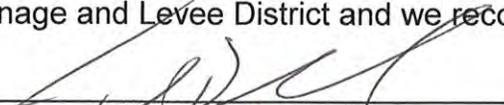
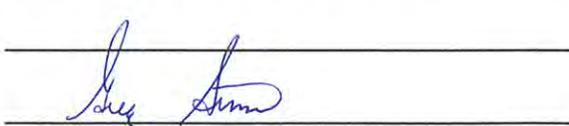
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint

Philip D. Mansfield who is employed by Ameren Illinois Company, 300 Liberty Street, Peoria, IL 61602 to the East Peoria Drainage and Levee District for a term commencing September 4, 2012 and expiring September 03, 2015.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Philip D. Mansfield to the East Peoria Drainage and Levee District and we recommend said reappointment be approved.

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Philip D. Mansfield to the East Peoria Drainage and Levee District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Kirk Bode, Atty., 25 S. Capitol St., Pekin, IL 61554 of this action.

PASSED THIS 30<sup>th</sup> DAY OF JANUARY, 2013.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**APPOINTMENT**

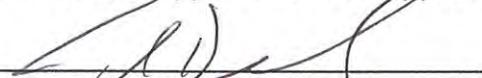
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint

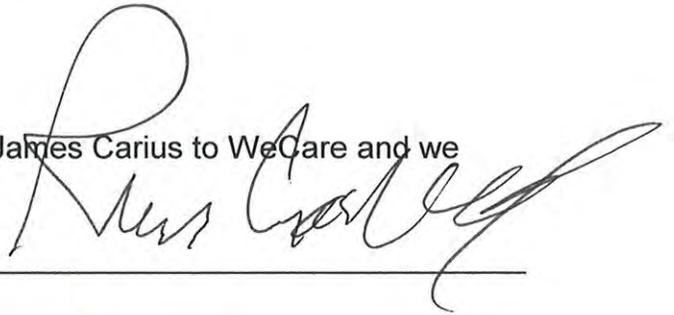
James Carius who resides at 86 Forestview Drive, Morton, IL 61550 to WeCare for a term commencing December 1, 2012 and expiring November 30, 2015.

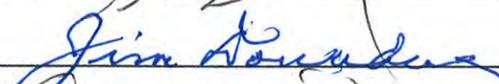
**COMMITTEE REPORT**

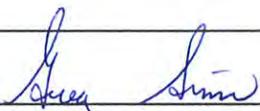
TO: Tazewell County Board  
FROM: Executive Committee

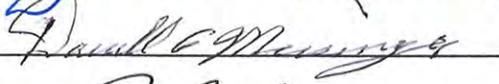
This Committee has reviewed the appointment of James Carius to WeCare and we recommend said appointment be approved.

  
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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of James Carius to We Care.

The County Clerk shall notify the County Board Office and the County Board Office will notify County Board Chairman of this action.

PASSED THIS 30<sup>th</sup> DAY OF JANUARY, 2013.

ATTEST:

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

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

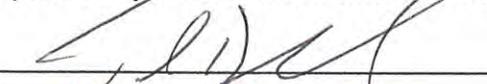
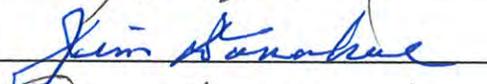
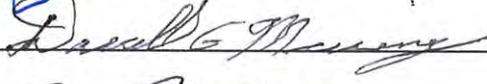
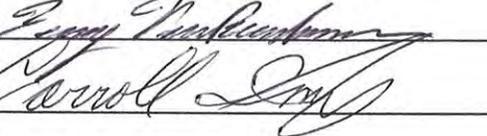
**REAPPOINTMENT**

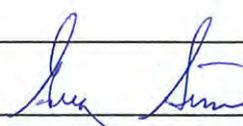
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Shawna Mangold who resides at 201 W. Washington, East Peoria, IL 61611 to the Emergency Telephone Systems Board for a term commencing December 01, 2012 and expiring November 30, 2016.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

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

  
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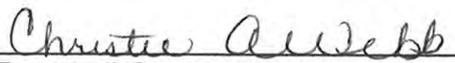
**RESOLUTION OF APPROVAL**

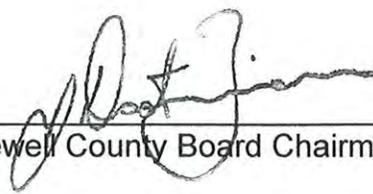
The Tazewell County Board hereby approves the reappointment of Shawna Mangold to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify PPD Chief Greg Nelson, 111 S. Capitol Street, Pekin, IL 61554 of this action.

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

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

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

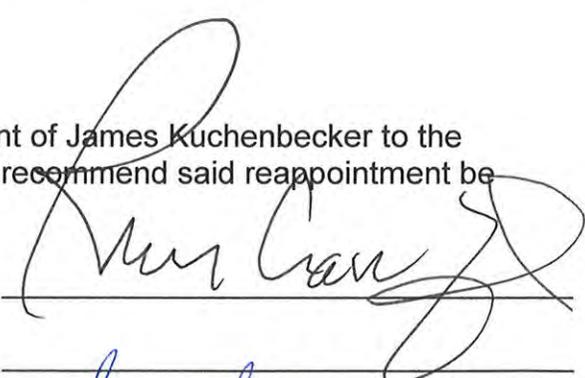
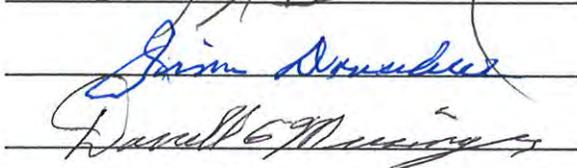
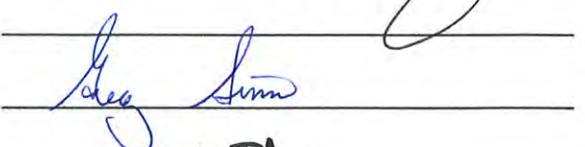
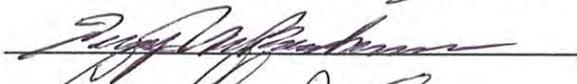
**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint James Kuchenbecker who resides at 115 W. Jefferson Street, Washington, IL 61571 to the Emergency Telephone Systems Board for a term commencing December 01, 2012 and expiring November 30, 2016.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

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

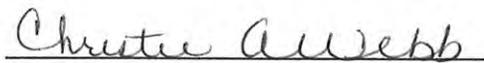
**RESOLUTION OF APPROVAL**

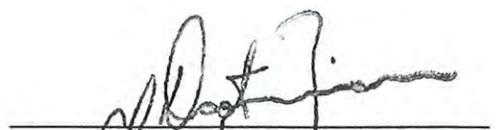
The Tazewell County Board hereby approves the reappointment of James Kuchenbecker to the Emergency Telephone Systems Board.

The County Clerk shall notify the County Board Office and the County Board Office will notify PPD Chief Greg Nelson, 111 S. Capitol Street, Pekin, IL 61554 of this action.

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

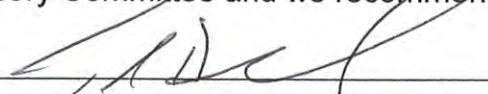
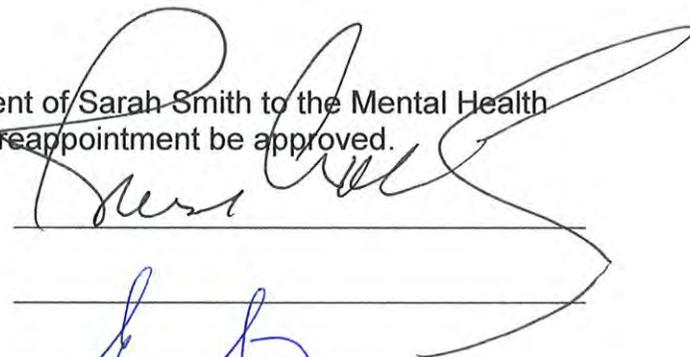
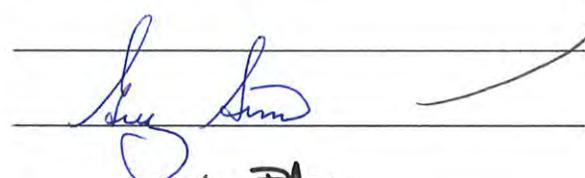
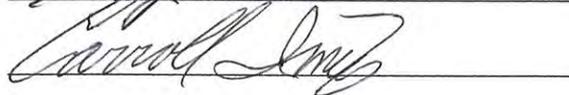
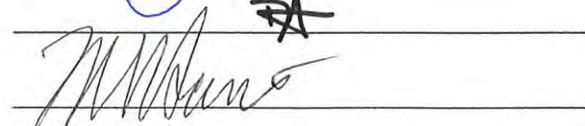
**REAPPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Sarah Smith of Tazewell County Children's Advocacy Center to the Mental Health Advisory Committee for a term beginning January 01, 2013 through December 31, 2013.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the reappointment of Sarah Smith to the Mental Health Advisory Committee and we recommend said reappointment be approved.

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the reappointment of Sarah Smith to the Mental Health Advisory Committee.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Tazewell County Health Department of this action.

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**APPOINTMENT**

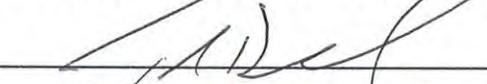
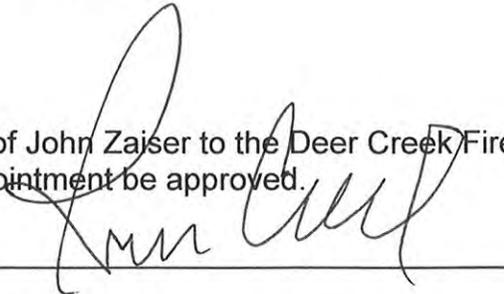
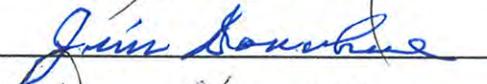
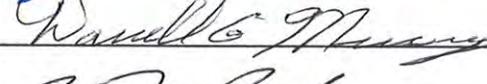
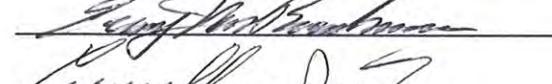
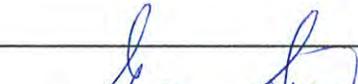
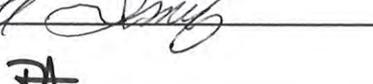
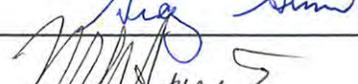
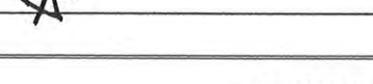
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint

John Zaiser, who resides at 468 Country Road 1110 E, Deer Creek, IL 61733 to the Deer Creek Fire Protection District for a term commencing January 01, 2012 and expiring April 30, 2014.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of John Zaiser to the Deer Creek Fire Protection District and we recommend said appointment be approved.

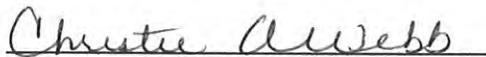
**RESOLUTION OF APPROVAL**

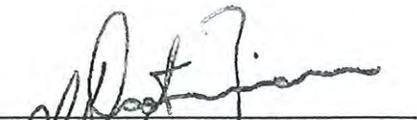
The Tazewell County Board hereby approves the appointment of John Zaiser to the Deer Creek Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Mark J. McGrath, P.C., 113 S. Main Street, PO Box 139, Mackinaw, IL 61755 of this action.

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

**APPOINTMENT**

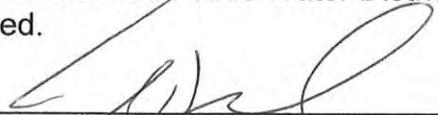
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint

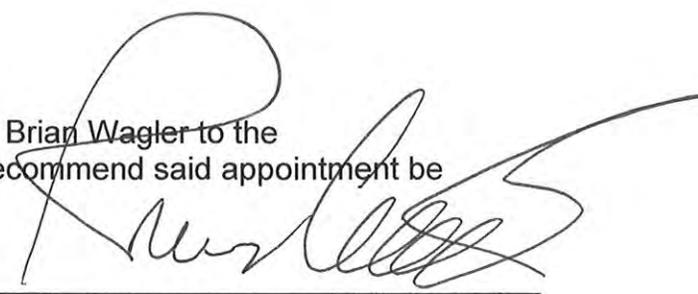
Brian Wagler, who resides at 202 Elmhurst Drive, Washington, IL 61571, to the Northern Tazewell Public Water District for a term commencing January 01, 2012 and expiring April 30, 2016.

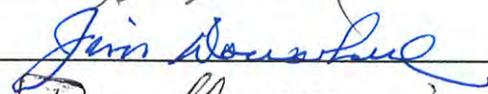
**COMMITTEE REPORT**

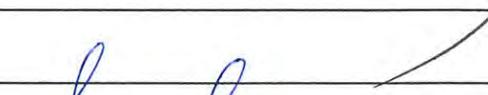
TO: Tazewell County Board  
FROM: Executive Committee

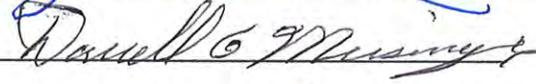
This Committee has reviewed the appointment of Brian Wagler to the Northern Tazewell Public Water District and we recommend said appointment be approved.

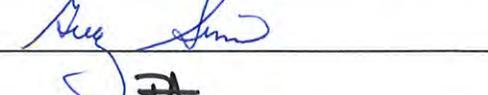
  
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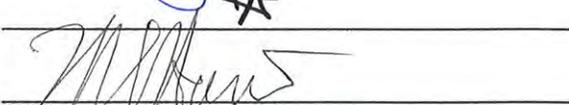
  
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**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Brian Wagler to the Northern Tazewell Public Water District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Michael J. Tibbs of Miller, Hall & Triggs, LLC, 416 Main Street, Suite 1125, Peoria, IL 61602.

PASSED THIS 30th DAY OF JANUARY, 2013.

ATTEST:

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

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

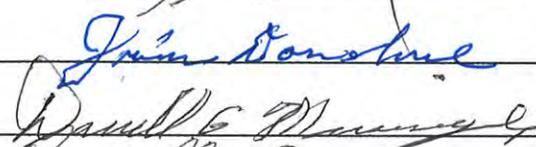
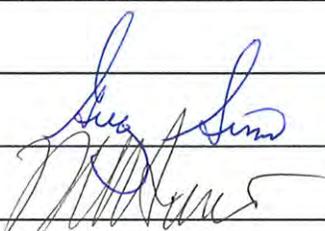
**APPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Ronald L. Ranson who resides at 27 Maple Ridge, Morton, IL 61550 to the Tri-County Regional Planning Commission Board for a term commencing December 3, 2012 and expiring November 30, 2013.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

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

**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Ronald L. Ranson to the Tri-County Regional Planning Commission.

The County Clerk shall notify the County Board Office and the County Board Office will notify TCRPC, 211 Fulton, Suite 207, Peoria, IL 61602.

PASSED THIS 30th DAY OF JANUARY, 2013

ATTEST:

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

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

Motion by member B. Grimm, Second by member Connett to Approve the Bills. Motion carried by Voice Vote.



SUBMITTED BY:  
VICKI E. GRASHOFF  
TAZEWELL COUNTY AUDITOR

SUBMITTED TO:  
TAZEWELL COUNTY BOARD

Wednesday, January 30, 2013

PAGE	REPORT:	FUND:	DEPT:	EXPENDITURES:
1	County Board (Spec Per Diem)	100	111	\$1,200.00
2	County Board ( Mo. Salary)	100	111	\$4,000.00
3	County Board	100	111	\$1,514.97
4	Circuit Clerk	100	121	\$845.49
5	States Attorney	100	124	\$3,340.94
6	Jury Commission	100	125	\$325.50
7	External Audit	100	150	\$12,500.00
8	County Clerk/Elections	100	152	\$1,326.24
9	Clerk/Recorder	100	153	\$50,341.60
10	County Treasurer	100	155	\$596.00
11	Assessment	100	157	\$44.25
12,13	ZBA Per Diems	100	161	\$780.00
14	Community Development	100	161	\$3,765.03
15,18	Building Administration	100	181	\$67,010.62
19,20	Justice Center	100	182	\$30,265.72
21,23	Sheriff	100	211	\$89,984.92
24	E.M.A.	100	213	\$5,685.54
25	Court Security	100	214	\$1,793.45
26,27	Crt Serv Probation Upgrade	100	230	\$11,867.71
28	Court Services	100	231	\$42,272.75
29,30	Coroner	100	252	\$11,263.52
31	R.O.E.	100	711	\$764.53
32	Courts	100	800	\$5,859.90
33	Farm	100	912	\$4,347.63
34,35	County General	100	913	\$20,234.03
<b>*****County General Expenditures*****</b>				<b>\$371,930.34</b>
36,39	County Highway Fund	202	311	\$67,415.59
40	Motor Fuel Tax Fund	203	311	\$3,302.62
41	Bridge Fund	205	311	\$15,325.71
42	Matching Tax	206	311	\$19,047.71
43,44	Veterans Assistance	208	422	\$9,536.16
45,46	Animal Control	211	411	\$7,602.77
47	P.D.D.	221	413	\$20,275.78
48	Health Internal Service	249	914	\$3,370.57
49	Solid Waste	254	112	\$300.00
<b>*****Special Fund Expenditures*****</b>				<b>\$146,176.91</b>
<b>*****TOTAL EXPENDITURES*****</b>				<b>\$518,107.25</b>

Expenditure Report:

**To: The Tazewell County Board**

**Fund 100**

**Department: 111**

**December, 2012**

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	\$60.00	511-080
63	Connett, Monica	Spec Per Diem		511-080
62	Crawford, K. Russell	Spec Per Diem		511-080
26	Donahue, James	Spec Per Diem	\$120.00	511-080
37	Graff, Nick	Spec Per Diem	\$60.00	511-080
68	Grimm, Brett	Spec Per Diem		511-080
8	Grimm, Dean	Spec Per Diem		511-080
67	Hahn, Paul	Spec Per Diem		511-080
36	Harris, Michael	Spec Per Diem	\$240.00	511-080
6	Hillegonds, Terry C.	Spec Per Diem		511-080
20	Imig, Carroll	Spec Per Diem	\$120.00	511-080
66	Meisinger, Darrell	Spec Per Diem	\$120.00	511-080
61	Neuhauser, Tim	Spec Per Diem	\$120.00	511-080
43	Palmer, Rosemary	Spec Per Diem		511-080
13	Proehl, Nancy	Spec Per Diem	\$60.00	511-080
34	Rinehart, Andrew	Spec Per Diem	\$60.00	511-080
16	Sinn, Greg	Spec Per Diem		511-080
48	Stanford, Mel	Spec Per Diem		511-080
54	Sundell, Sue	Spec Per Diem	\$60.00	511-080
50	Vanderheydt, Jerry	Spec Per Diem	\$120.00	511-080
44	VonBoeckman, Terry	Spec Per Diem	\$60.00	511-080
	<b>Auditor's Total:</b>		<b>\$1,200.00</b>	

Expenditure Report:

2

To: The Tazewell County Board

Fund 100

Department: 111

December, 2012

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
63	Connett, Monica	Salary	\$200.00	511-090
62	Crawford, K. Russell	Salary	\$200.00	511-090
26	Donahue, James	Salary	\$200.00	511-090
37	Graff, Nick	Salary	\$200.00	511-090
68	Grimm, Brett	Salary	\$200.00	511-090
8	Grimm, Dean	Salary	\$200.00	511-090
67	Hahn, Paul	Salary		511-090
36	Harris, Michael	Salary	\$200.00	511-090
6	Hillegonds, Terry 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
13	Proehl, Nancy	Salary	\$200.00	511-090
34	Rinehart, Andrew	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
	<b>Auditor's Total:</b>		<b>\$4,000.00</b>	

TAZEWELL COUNTY

Claims Docket  
Expenditure Accounts

Comty	Vend-No	Vend-Name	COUNTY BOARD (100-111)	Invoice-Numb	Expense-Amount
	100-111-522-010		OFFICE SUPPLIES		
	87939	PRAIRIELAND VENDING*	FY13 COFFEE 100-111	491	27.00
	100-111-533-152		BOARD CHAIRMAN TRAVEL		
	42	ZIMMERMAN*J DAVID	FY13 DEC MILEAGE 100-111	42-0113	268.07
	88506	VISA*	FY13 NACO REGIST 100-111	3103-0113B	490.00
	88506	VISA*	FY13 AIRFARE NACO 100-111	88506-0113A	467.60
	100-111-533-300		MILEAGE		
	31	IMIG*CARROLL	FY13 MILEAGE 100-111	31-0113	35.52
	41	GRAFF*NICK	FY13 MILEAGE 100-111	4125-0113	12.77
	57	HARRIS*MICHAEL	FY13 MILEAGE 100-111	5716-0113	56.61
	64	ACKERMAN*JOHN C	FY13 MILEAGE 100-111	64636-0113	14.43
	67	PROEHL*NANCY M	FY13 MILEAGE 100-111	67546-0113	15.54
	74	SUNDELL*SUE	FY13 MILEAGE 100-111	74339-0113	12.21
	77	MEISINGER*DARRELL G	FY13 MILEAGE 100-111	77953-0113	33.30
	78	NEUHAUSER*TIMOTHY D	FY13 MILEAGE 100-111	78594-0113	35.52
	94	DONAHUE*JAMES	FY13 MILEAGE 100-111	94450-0113	11.10
	99	WORKHEISER*ROGER	FY13 MILEAGE 100-111	99368-0113	11.99
	99	RINEHART*ANDREW S	FY13 MILEAGE 100-111	99917-0112	23.31

TOTAL: 1,514.97

Comty Vend-No	Vend-Name	CIRCUIT CLERK (100-121)	Invoice-Numb	Expense-Amount
100-121-522-010	QUILL CORPORATION*	OFFICE SUPPLIES		
734	STAPLES CREDIT PLAN*	FY13 TONER/RIBBONS 100-121	7883454	285.15
4538	STAPLES CREDIT PLAN*	FY13 TONER 100-121	PO54691	115.59
4538	STAPLES CREDIT PLAN*	FY13 OFFICE SUPPLIES 100-121	PO54752	129.96
100-121-522-030	DES MOINES STAMP MFG CO*	BOOKS & RECORDS		
90		FY13 3 STAMPS 100-121	0968509	260.95
100-121-533-300	HOBSON*LINCOLN C	MILEAGE		
75288		FY13 MILEAGE 100-121	75298-0113	53.84
TOTAL:				845.49

Claims Docket  
Expenditure Accounts

Comty Vend-No	Vend-Name	STATES ATTORNEY (100-124)	Invoice-Numb	Expense-Amount
100-124-522-010	WILL HARMS COMPANY INC.*	OFFICE SUPPLIES	31990	135.36
20		FY13 PRNTBL LABLES 100-124		
100-124-522-030	WEST PAYMENT CENTER*	BOOKS & RECORDS	82644755	346.50
43		FY12 LAW BOOKS 100-124		
100-124-533-050	STATE'S ATTORNEYS APPELLATE PROS*	LEGAL SERVICES	15602	1,185.00
968		FY12 SHERIFF 100-124		
100-124-533-140	SHANE* JULIA	COURT REPORTING FEES		
214		FY13 GRND JRY 1/3/13 100-124	010313	140.50
260	HARRIS*E SCOTT	FY13 GRAND JURY 12/13 100-124	121312	618.00
452	LEE CSR*DONNA M	FY13 TRANSCRIPT 100-124	11-DT-80	15.00
573	KOLLER*KATHERINE F	FY13 TRANSCRIPT 100-124	87-CF-31	60.00
707	WINN CRS*LORI	FY13 TRANSCRIPT 100-124	11-DT-80	24.00
707	WINN CRS*LORI	FY13 GRAND JURY 11/26 100-124	112912	248.50
707	WINN CRS*LORI	FY13 GRAND JURY 12/27 100-124	122712	402.00
100-124-533-170	CHRISTIAN COUNTY SHERIFF'S OFFICE*	WITNESS FEES		
748		FY13 CIVIL PROCESS SVC 100-124	25448	35.00
100-124-533-400	JOURNAL STAR*	LEGAL NOTICES		
146		FY13 12-JD-176 100-124	IN626235	49.92
146	JOURNAL STAR*	FY13 12-JA-89 100-124	IN626737	56.16
TOTAL:				3,315.94
100-124-533-170	SHERIFF OF STARK CO.	WITNESS FEES		
100951		FY13 SUBPEONA SVC IN OHIO		25.00
MANUAL TOTAL:				25.00
GRAND TOTAL:				3,340.94

check# 3993 01-04-13

Claims Docket  
Expenditure Accounts

Comty Vend-No	Vend-Name	JURY COMMISSION (100-125)	Invoice-Numb	Expense-Amount
100-125-522-010 95341	WURTH BOTTLING CORP*	OFFICE SUPPLIES FY13 WTRCLR/RNTL 100-125	10654	1.50
100-125-533-710 2062	GOODIN ASSOCIATES LTD*	OFFICE EQUIPMENT MAINTENANCE FY13 SFTWR CNTRCT 100-125	20814	324.00
			<b>TOTAL:</b>	<u>325.50</u>

Claims Docket  
Expenditure Accounts

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01/10/2013

PML

11:33:5

Comty Vend-No	Vend-Name	AUDIT (100-150)	Invoice-Numb	Expense-Amount
100-150-533-100 1237	CLIFTON LARSON ALLEN*	EXTERNAL AUDIT FEE FY13 BLNG FY12 AUDIT 100-150	557942	12,500.00
			TOTAL:	<u>12,500.00</u>

Comty Vend-No	Vend-Name	COUNTY CLERK/ELECTIONS (100-152)	Invoice-Numb	Expense-Amount
100-152-522-080	PEKIN DAILY TIMES*	ELECTION SUPPLIES		
108	LITTLE MACKINAW TOWNSHIP*	FY13 HANDICAP PRIMARY 100-152	120649	91.40
293	VERIZON WIRELESS*	FY12 TWNSHP STWNT 100-152	293-0113	117.00
731		FY12 ELEC JDG PHNS 100-152	2842727313	18.20
100-152-533-410	MIDLAND PAPER*	PRINTING		
1500	MIDLAND PAPER*	FY13 PAPER SUPPLIES 100-152	35C61930	684.16
150	MIDLAND PAPER*	FY13 PAPER SUPPLIES 100-152	35C86050	399.05
TOTAL:				1,309.81
100-152-522-010	COUNTY CLERK PETTY CASH	OFFICE SUPPLIES		
654	COUNTY CLERK PETTY CASH	FY13 PETTY CASH		16.43
MANUAL TOTAL:				16.43
GRAND TOTAL:				1,326.24

check# 3971 12-14-12

TAZEWELL COUNTY  
 Claims Docket  
 Expenditure Accounts

Comty Vend-No	Vend-Name	RECORDER OF DEEDS (100-153)	Invoice-Numb	Expense-Amount
100-153-533-300 78445	MANUEL*SUSAN	MILEAGE FY13 MILEAGE REIMB 100-153	78445-0113	66.60
100-153-533-720 84506	ATRIX INTERNATIONAL INC*	PRINT TRACKING CONTRACT FY13 MO RNTL PRGRM 100-153	59527-INJ	275.00
TOTAL:				341.60
100-000-441-011 361	ILL. DEPT. OF REVENUE	REVENUE STAMPS FY13 REVENUE STAMPS		50,000.00 check# 3986 12-28-12
MANUAL TOTAL:				50,000.00
GRAND TOTAL:				50,341.60

TAZEWELL COUNTY  
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Comty Vend-No	Vend-Name	TREASURER (100-155)	Invoice-Numb	Expense-Amount
100-155-533-710	OFFICE EQUIPMENT MAINTENANCE			
80330	WALZ LABEL AND MAILING*	FY13 SUPPLIES 100-155	3643A	266.00
100-155-544-000	MISC EQUIPMENT			
72833	HASLER INC*	FY12 RNTL 1/12-12/12 100-155	16434636	330.00
TOTAL:				<u>596.00</u>

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Comty Vend-No	Vend-Name	ASSESSMENTS (100-157)	Invoice-Numb	Expense-Amount
100-157-522-010	FIVE STAR WATER*	OFFICE SUPPLIES		
75820		FY12 WATER 100-157	57646-0113	44.25
TOTAL:				<u>44.25</u>





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Comty	Vend-No	Vend-Name	COMMUNITY DEVELOPMENT (100-161)	Invoice-Numb	Expense-Amount
	100-161-522-010		OFFICE SUPPLIES		18.89
	734	QUILL CORPORATION*	FY13 WKLY PLANNER 100-161	8162825	
	100-161-522-013		COMPUTER SUPPLIES		18.49
	4532	STAPLES CREDIT PLAN*	FY13 CAMCORDER BATTERY 100-161	9235600179	
	100-161-522-030		BOOKS & RECORDS		430.65
	70739	VISA*	FY13 2012 ICC CODE BKS 100-161	1339-0113	
	100-161-522-100		GASOLINE		126.34
	77739	CITY OF PEKIN*	FY12 OCT FUEL 100-161	9908974	
	77739	CITY OF PEKIN*	FY12 NOV FUEL 100-161	9909017	86.28
	77739	CITY OF PEKIN*	FY12 MAY&JUNE FUEL 100-161	9909021	24.73
	100-161-533-055		TRI CO REGIONAL PLANNING COM		2,550.00
	1223	TRI-COUNTY REGIONAL PLANNING COMM*	FY12 4TH QTR CNTCT PT 100-161	2012-04	
	100-161-533-060		APPEAL BOARD		22.60
	10067	NEWMAN*JAMES A	FY13 JANUARY MILEAGE 100-161	10667-0113	
	19402	MAY*SANFORD R	FY13 JANUARY MILEAGE 100-161	19402-0113	2.26
	63339	BAUM*JOAN K	FY13 JANUARY MILEAGE 100-161	63839-0113	9.04
	66724	WEBB*JOHN P	FY13 JANUARY MILEAGE 100-161	66724-0113	7.91
	70379	LESSEN*DUANE	FY13 JANUARY MILEAGE 100-161	70579-0113	20.34
	82736	NAUMAN CSR RMR*ARLENE H	FY13 DEC ZBA TRANS 100-161	82736-0113	124.50
	100-161-533-400		LEGAL NOTICES		257.00
	108	PEKIN DAILY TIMES*	FY13 JAN LEGAL NOTICE 100-161	120463	
	5961	TIMES NEWSPAPERS*	FY13 JAN LEGAL NOTICE 100-161	03538257	66.00
TOTAL:					3,765.03

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Comty	Vend-No	Vend-Name	BUILDING (100-181)	Invoice-Numb	Expense-Amount
	100-181-533-030	JANITORIAL SERVICE			
74	TCRC INC*			014403	2,346.76
		FY13 CLN MCK/TAZ/EMA 100-181			
184	PROFESSIONAL CLEANING SVC OF CNTRL			2505	4,553.77
184	CLEMMER JANITORIAL SERVICE*			1287A	1,600.00
	100-181-533-151	ARCHITECTURAL CONSULTANT			
614	FARNSWORTH GROUP INC*			145680	113.00
	100-181-533-200	TELEPHONE			
102	AT&T*	FY13 SHRF PRVT LN 100-181		6946317-0113	50.98
102	AT&T*	FY13 EMA/DARE FAX 100-181		Z125457-0113	138.73
102	AT&T*	FY13 EMA 100-181		Z990747-0113	121.36
169	AT&T*	FY12 EMA 100-181		9252271-0113	125.51
222	FRONTIER*	FY13 DARE/EMA 100-181		3470930-0113	42.06
222	FRONTIER*	FY13 DARE/EMA 100-181		4772787-0113	69.11
222	FRONTIER*	FY13 SUBSTATION 100-181		7451307-0113	32.97
222	FRONTIER*	FY13 EMA FAX 100-181		9252271-0113	67.93
222	FRONTIER*	FY13 EMA FAX 100-181		9253631-0113	78.43
222	FRONTIER*	FY13 SHERIFF 100-181		9254107-0113	82.23
222	FRONTIER*	FY13 EMA FAX 100-181		L002412-0113	54.89
54	CENTURYLINK*	FY13 SHERIFF PRVT LN 100-181		304070156-0113	41.82
922	HEART TECHNOLOGIES INC*	FY13 PHONE RPR 100-181		13121243	99.29
	100-181-533-202	CELLULAR & PAGER SERVICE			
56	USA MOBILITY WIRELESS INC*			W3528775A	32.79
	100-181-533-351	PARKING LOT EXPENSES			
5	ATLAS SUPPLY COMPANY*			148127	735.00
	100-181-533-620	ELECTRIC & GAS			
7	AMEREN ILLINOIS*	FY12 334 ELIZABETH 100-181		0432120171-0113	402.56
7	AMEREN ILLINOIS*	FY13 15 S CAPITOL ST 100-181		1030794006-0113	108.71
7	AMEREN ILLINOIS*	FY13 15 S CAPITOL ST 100-181		1329512003-0113	143.94
7	AMEREN ILLINOIS*	FY13 15 S CAPITOL ST 100-181		1606759006-0113	149.41
7	AMEREN ILLINOIS*	FY13 19 S CAPITOL ST 100-181		2598576014-0113	60.86
7	AMEREN ILLINOIS*	FY13 15 S CAPITOL ST 100-181		3488850005-0113	109.71
7	AMEREN ILLINOIS*	FY13 9 S CAPITOL ST 100-181		3518116027-0113	104.27
7	AMEREN ILLINOIS*	FY12 20S 4TH ST 100-181		3834237004-0113	96.53

TAZEWELL COUNTY

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Comty	Vend-No	Vend-Name	BUILDING (100-181)	Invoice-Numb	Expense-Amount
	7	AMEREN ILLINOIS*		4109289052-0113	2,473.14
	7	AMEREN ILLINOIS*		4677944019-0113	34.33
	7	AMEREN ILLINOIS*		6123448013-0113	160.83
	7	AMEREN ILLINOIS*		6246615000-0113	69.85
	7	AMEREN ILLINOIS*		7027064571-0113	350.95
	7	AMEREN ILLINOIS*		7634524015-0113	37.57
	7	AMEREN ILLINOIS*		8352035006-0113	1,300.46
	7	AMEREN ILLINOIS*		8984208007-0113	88.02
	7	AMEREN ILLINOIS*		9337035532-0113	113.11
	7	AMEREN ILLINOIS*		9551284000-0113	42.69
	7	AMEREN ILLINOIS*		9569812254-0113	360.48
	8457	NOBLE AMERICAS ENERGY SOLUTIONS*		130040002741656	5,746.43
	100181-533-630	WATER			
	219	ILLINOIS AMERICAN WATER COMPANY*		0902079847-0113	131.96
	219	ILLINOIS AMERICAN WATER COMPANY*		0902080126-0113	179.03
	219	ILLINOIS AMERICAN WATER COMPANY*		0902080134-0113	181.29
	219	ILLINOIS AMERICAN WATER COMPANY*		0902080225-0113	43.04
	219	ILLINOIS AMERICAN WATER COMPANY*		0902286939-0113	20.11
	219	ILLINOIS AMERICAN WATER COMPANY*		0902286947-0113	20.11
	219	ILLINOIS AMERICAN WATER COMPANY*		0908579824-0113	75.20
	75820	FIVE STAR WATER*		89417-0113	13.75
	75820	FIVE STAR WATER*		92205-0113	47.00
	75820	FIVE STAR WATER*		92213-0113	56.25
	75820	FIVE STAR WATER*		92221-0113	60.25
	99809	CITY OF PEKIN*		010018000-0113	20.22
	99809	CITY OF PEKIN*		010021000-0113	26.68
	99809	CITY OF PEKIN*		010030000-0113	74.03
	99809	CITY OF PEKIN*		010031000-0113	26.68
	99809	CITY OF PEKIN*		010036000-0113	9.46
	99809	CITY OF PEKIN*		021994000-0113	24.53
	99809	CITY OF PEKIN*		021995000-0113	11.61
	100-181-533-640	PEST CONTROL			
	9	MARKLEY'S PEST ELIMINATION*		217382	45.00
	9	MARKLEY'S PEST ELIMINATION*		217506	75.00
	9	MARKLEY'S PEST ELIMINATION*		217584	30.00
	90612	AMERICAN PEST CONTROL INC*		1008020-0113	35.00
	90612	AMERICAN PEST CONTROL INC*		1008020-0113A	35.00

Proceedings from Tazewell County Board meeting held on 1/10/2013

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Comty	Vend-No	Vend-Name	BUILDING (100-181)	Invoice-Numb	Expense-Amount
	100-181-533-660		GARBAGE COLLECTION		
	66418	X WASTE INC*	FY13 GUN RANGE 100-181	191235	19.57
	66418	X WASTE INC*	FY13 MCKENZIE BLD 100-181	191236	183.34
	66418	X WASTE INC*	FY13 OPO 100-181	191237	79.72
	66418	X WASTE INC*	FY13 TAZEWELL BLD 100-181	191238	41.20
	66418	X WASTE INC*	FY13 EMA BLD 100-181	191239	41.20
	66418	X WASTE INC*	FY13 MONGE BLD 100-181	191240	53.00
	100-181-533-720		BUILDING MAINTENANCE		
	17	GRIMM ELECTRIC INC*	FY13 INST WIFI CBL OPO 100-181	TC02-13	2,051.20
	80	MENARDS*	FY13 SUPPLIES 100-181	17139	245.94
	83	TAYLOR*CHARLES	FY13 CHNG LTRS 100-181	18059	42.00
	83	TAYLOR*CHARLES	FY13 CHNG LTRS 100-181	18060	54.00
	83	TAYLOR*CHARLES	FY13 CHNG LTRS 100-181	18061	42.00
	83	TAYLOR*CHARLES	FY13 CHNG LTRS 100-181	18062	106.00
	3399	OTTO BAUM COMPANY INC*	FY13 SIDEWALK RPR 100-181	12-830-4X	702.00
	9275	THOMPSON ELECTRONICS CO*	FY13 RPR MCK ALRM 100-181	62657	287.48
	7772	IL OFFICE OF THE STATE FIRE MARSHA	FY12 BOILER INSPT 100-181	9486782	300.00
	100-181-533-731		MECHANICAL EQUIP. MAINTENANCE		
	17	GRIMM ELECTRIC INC*	FY13 FIX GENERATOR 100-181	TC03-13	680.00
	2588	ALTORFER*	FY12 CONTRACT 100-181	WO430013627	348.50
	60399	G & B MECHANICAL HEATING & COOLING	FY13 PM HVAC MCK 100-181	9340	1,377.50
	60399	G & B MECHANICAL HEATING & COOLING	FY12 RPR MCK BLR 100-181	9355	174.82
	60399	G & B MECHANICAL HEATING & COOLING	FY13 RPR HVAC MCK 100-181	9391	871.75
	100-181-533-733		ELEVATOR MAINTENANCE		
	9745	STATE FIRE MARSHAL*	FY12 ELEVATOR CERT 100-181	5125046527	475.00
	100-181-544-001		MISC EQUIPMENT		
	11452	APPLIED CONCEPTS INC*	FY13 RADAR UNIT 100-181	229342	6,995.00
	100-181-544-100		CAPITAL PROJECTS		
	60399	G & B MECHANICAL HEATING & COOLING	FY13 DRN/MV BLR CMPRS 100-181	9336	3,847.50
	66418	X WASTE INC*	FY12 DMPSTR/AUCTION 100-181	189118	292.65
	87523	MCKEE ENVIRONMENTAL INC*	FY13 SAMPLE ASBESTOS 100-181	12-5477F4	3,745.00
	100-181-544-200		BLDG CONST. & REMODELING		

Proceedings from Tazewell County Board Meeting held on the 11th day of January, 2013

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Comty Vend-No	Vend-Name	BUILDING (100-181)	Invoice-Numb	Expense-Amount
3399	OTTO BAUM COMPANY INC*		12-830-RET	4,380.00
8961	SHERWIN-WILLIAMS*	FY12 PRJ#0110644.00 100-181	8484-2	155.96
8961	SHERWIN-WILLIAMS*	FY13 PAINT SUPPLIES 100-181	8716-7	155.96
67475	GRAYBAR ELECTRIC COMPANY INC*	FY13 PAINT/SUPPLIES 100-181	963443743	1,976.25
				<u>53,306.22</u>
			TOTAL:	
100-181-533-200	TELEPHONE			
5411	CENTURYLINK	FY13 MONTHLY SERVICE		4,604.20 check# 3976 12-21-12
68782	GREATAMERICA LEASING SERVICE	FY13 MONTHLY SERVICE		4,340.67 check# 3994 01-04-13
100-181-533-202	CELLULAR & PAGER SERVICE			
7351	VERIZON WIRELESS	FY12 MONTHLY SERVICE		4,759.53 check# 3972 12-14-12
			MANUAL TOTAL:	13,704.40
			GRAND TOTAL:	67,010.62

TAZEWELL COUNTY

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Comty Vend-No	Vend-Name	JUSTICE CENTER (100-182)	Invoice-Numb	Expense-Amount
100-182-522-070		CLOTHING		
95733	BIG R STORES*	FY13 WRK CLTHS TOBY 100-182	1119-13	286.94
100-182-522-080		CLEANING SERVICE SUPPLIES		
5	ATLAS SUPPLY COMPANY*	FY13 SUPPLIES 100-182	147845	712.40
5	ATLAS SUPPLY COMPANY*	FY13 SUPPLIES 100-182	147977	141.90
2987	AMSAN LLC*	FY13 SUPPLIES 100-182	279105928	739.25
2987	AMSAN LLC*	FY13 SUPPLIES 100-182	279714752	608.68
89001	SUNRISE SUPPLY*	FY13 SUPPLIES 100-182	27764	355.46
89001	SUNRISE SUPPLY*	FY13 SUPPLIES 100-182	27845	61.60
100-182-522-410		LAMPS		
67455	GRAYBAR ELECTRIC COMPANY INC*	FY13 LGHT SUPPLIES 100-182	964176511	134.04
100-182-522-710		SALT		
18377	HEART OF ILLINOIS SALT SERVICE*	FY13 SOFTNER SALT 100-182	57086	322.50
100-182-533-030		JANITORIAL SERVICE		
18491	CLEMMER JANITORIAL SERVICE*	FY13 MO CLN CNTRCT 100-182	1287B	4,100.00
100-182-533-351		PARKING LOT EXPENSE		
5	ATLAS SUPPLY COMPANY*	FY13 ICEMELT 100-182	148126	367.50
100-182-533-620		ELECTRIC/GAS		
84567	NOBLE AMERICAS ENERGY SOLUTIONS*	FY12 PHYSICAL ENERGY 100-182	13004000274165B	10,074.06
100-182-533-621		GENERATOR FUEL		
2524	USELTON OIL COMPANY INC*	FY12 DIESEL FUEL GNRTR 100-182	20121127	1,916.25
100-182-533-630		WATER		
219	ILLINOIS AMERICAN WATER COMPANY*	FY13 JUSTICE CENTER 100-182	0904974618-0113	1,088.77
99809	CITY OF PEKIN*	FY12 101 S CAPITOL ST 100-182	022261000-0113	1,311.72
100-182-533-640		PEST CONTROL		
942	MARKLEY'S PEST ELIMINATION*	FY13 JUSTICE CENTER 100-182	217505	120.00
100-182-533-660		GARBAGE COLLECTION		
67	WASTE MANAGEMENT*	FY13 JUSTICE CENTER 100-182	2436146-2070-2	513.52

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Comty Vend-No	Vend-Name	JUSTICE CENTER (100-182)	Invoice-Numb	Expense-Amount
100-182-533-720	MENARDS*	BUILDING MAINTENANCE	14976	236.74
80	JOHNSON MECHANICAL SERVICE INC*	FY13 SUPPLIES 100-182	17016	96.66
70706	MAHONEY ENVIRONMENTAL*	FY13 ICE MACH CLNR 100-182	0012869572	172.00
82663		FY13 OUTSIDE TRP SVC 100-182		
100-182-533-731	JOHNSON MECHANICAL SERVICE INC*	MECHANICAL EQUIP. MAINT	16032	157.50
70706	JOHNSON MECHANICAL SERVICE INC*	FY12 RPR GARBAGE DIS 100-182	16776	1,705.31
70706	JOHNSON MECHANICAL SERVICE INC*	FY13 GARBAGE DISP 100-182	S53562	219.50
71302	ENTECH SERVICES INC*	FY12 RPLC EXP TANK 100-182	S53645	530.96
71302	ENTECH SERVICES INC*	FY12 RPR RTU#7 100-182	S53877	2,893.60
71302	ENTECH SERVICES INC*	FY12 RPLC TANK BLR 100-182	S53905	180.86
71302	ENTECH SERVICES INC*	FY13 RPR RTUS 100-182	20489	283.27
80502	CUSTOMCARE EQUIPMENT SALES*	FY13 RPR WASHER #3 100-182	75703	177.95
94554	OVERHEAD DOOR CO*	FY13 RPR SALLY PRT DR 100-182		
100-182-533-733	STATE FIRE MARSHAL*	ELEVATOR MAINTENANCE	5125046527A	375.00
97555		FY12 ELEVATOR CERT 100-182		
100-182-544-200	VONDERHEIDE FLOOR COVERINGS CO INC	BLDG CONST & REMODELING	VM003063	340.00
6680	SHERWIN-WILLIAMS*	FY13 RMV FLOOR TILE 100-182	E80 11841	41.78
8901		FY13 PAINT/SUPPLIES 100-182		
TOTAL:				30,265.72

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Comty	Vend-No	Vend-Name	SHERIFF (100-211)	Invoice-Numb	Expense-Amount
	100-211-522-010		OFFICE SUPPLIES		
81	BRADFORD SYSTEMS CORPORATION*	FY13 JKCT LABELS 100-211	18278-1	475.38	
734	QUILL CORPORATION*	FY13 SUPPLIES 100-211	7882198	179.09	
734	QUILL CORPORATION*	FY13 SUPPLIES 100-211	7945901	1.56	
734	QUILL CORPORATION*	FY13 SUPPLIES 100-211	8115769	561.98	
734	QUILL CORPORATION*	FY13 SUPPLIES 100-211	8162395	28.74	
94054	KONICA MINOLTA BUSINESS SOLUTIONS*	FY13 MAINT AGMNT 100-211	223216173	482.28	
	100-211-522-011		FIELD SUPPLIES		
1277	SIRCHIE FINGER PRINT LAB INC*	FY13 DET EVDNC SPLY 100-211	0106629-IN	973.67	
2588	ALTORFER*	FY13 ORANGE FLG TAPE 100-211	PC080047231	59.40	
15888	INTOXIMETERS INC*	FY13 MOUTHPIECES 100-211	W20183	131.95	
	100-211-522-050		MEDICAL SUPPLIES		
48	PEKIN HOSPITAL*	FY12 INMT LAB WORK 100-211	365496	4.30	
238	PEKIN PRESCRIPTION LAB INC*	FY13 INMT DRUGS 12/12 100-211	TCS111-0113	9,349.08	
245	PRAXAIR DISTRIBUTION INC-465*	FY13 JAIL OXYGEN 100-211	44971298	19.94	
1394	ADVANCED MEDICAL TRANSPORT*	FY12 TRANSPORT INMT 100-211	12-27968	197.81	
1394	ADVANCED MEDICAL TRANSPORT*	FY12 TRNSPRT INMT 100-211	1253554	197.81	
	100-211-522-100		GASOLINE & OIL		
17631	TAZEWELL COUNTY HIGHWAY*	FY13 S/A FUEL 12/12 100-211	80904	74.36	
17631	TAZEWELL COUNTY HIGHWAY*	FY13 SHRF FUEL 12/12 100-211	80907	13,930.06	
99335	VISA*	FY13 SQUAD FUEL 12/12 100-211	4555-0113	148.37	
	100-211-522-110		UNIFORMS & CLOTHING		
62	PEKIN GUN & SPORTING GOODS INC*	FY13 KEDZIOR 100-211	114274	552.80	
62	PEKIN GUN & SPORTING GOODS INC*	FY13 CONNER 100-211	115822	649.98	
62	PEKIN GUN & SPORTING GOODS INC*	FY13 TRYGAR 100-211	115845	401.59	
1130	ANTHONY*STEVE	FY13 REIMB UNIFORM 100-211	113-0113	70.67	
240	SHERIFF'S PETTY CASH*	FY13 REIMB SHIPPING 100-211	1217163	23.95	
2184	RAY O'HERRON CO INC*	FY13 EQUIP NEW CO 100-211	1300657-IN	593.26	
72073	KEEN*KEVIN	FY13 REIMB BOOTS 100-211	133903683	100.00	
	100-211-522-120		WEAPONS & AMMUNITION		
72786	SUREFIRE LLC*	FY13 7 FLSHLIGHTS 100-211	1786754	539.85	
	100-211-522-140		DUES & SUBSCRIPTIONS		

Comty	Vend-No	Vend-Name	SHERIFF (100-211)	Invoice-Numb	Expense-Amount
146	JOURNAL STAR*	FY13 YRLY SBSSCRIPT 100-211	1061658-0113	213.20	
100-211-533-050	HEALTH PROFESSIONALS, LTD				
378	CORRECTIONAL HEALTHCARE COMPANIES	FY13 INMT HLH 2/13 100-211	IL0031MC0213	21,014.68	
378	CORRECTIONAL HEALTHCARE COMPANIES	FY13 INMT MTL HLH 2/13 100-211	IL0035MCO213	2,528.02	
691	MOBILE DIAGNOSTIC INC*	FY13 INMT X-RAYS 100-211	2654	300.00	
100-211-533-060	PRISONERS FOOD				
74027	A'VIANDS LLC*	FY12 MLS 11/25-11/30 100-211	58072	4,466.63	
74027	A'VIANDS LLC*	FY13 SPOONS 100-211	58203	10.61	
74027	A'VIANDS LLC*	FY13 PAPER PLATES 100-211	58204	31.58	
74027	A'VIANDS LLC*	FY13 PAPER PLATES/CPS 100-211	58205	49.05	
74027	A'VIANDS LLC*	FY13 MLS 12/1-12/8 100-211	58423	6,293.81	
74027	A'VIANDS LLC*	FY13 MLS 12/9-12/15 100-211	58516	5,667.49	
74027	A'VIANDS LLC*	FY13 MLS 12/16-12/22 100-211	58596	5,224.29	
74027	A'VIANDS LLC*	FY13 MLS 12/23-12/29 100-211	58597	5,222.92	
74027	A'VIANDS LLC*	FY13 MLS 12/30-12/31 100-211	58677	1,575.55	
100-211-533-700	VEHICLE MAINTENANCE				
57	INTERSTATE BATTERIES OF CENTRAL IL	FY13 2 BATTERIES 100-211	428699	221.90	
228	RAY DENNISON CHEVROLET INC*	FY13 #2503 PARTS 12-7 100-211	CVCS368110	44.66	
228	RAY DENNISON CHEVROLET INC*	FY13 #2503 MAINT 12-3 100-211	CVCS368616	35.94	
316	VELDE FORD SALES INC*	FY13 RPR 07 FRD TRUCK 100-211	FOCS310146	554.47	
1223	NAPA AUTO PARTS*	FY13 BOOSTER PCK 100-211	186699	159.00	
63267	WATKINS MARINE INC*	FY13 WNTRZ BOAT 100-211	30761	542.46	
63267	WATKINS MARINE INC*	FY13 WNTRZ BOAT 100-211	30763	121.71	
85253	E & S COMMUNICATIONS INC*	FY13 WIGWAG FLNR 7-10 100-211	13-103	46.50	
85253	E & S COMMUNICATIONS INC*	FY13 INSIL RDO 8-5 100-211	13-104	174.80	
90195	BEST AUTOMOTIVE*	FY13 ROTATE TIRES 12-4 100-211	1896	20.00	
90195	BEST AUTOMOTIVE*	FY13 MNT/WIPERS 10-6 100-211	1897	54.02	
90195	BEST AUTOMOTIVE*	FY13 OIL FLTR 11-2 100-211	1898	9.98	
90195	BEST AUTOMOTIVE*	FY13 MAINT 11-3 100-211	1899	39.98	
90195	BEST AUTOMOTIVE*	FY13 OIL FLTR 08-1 100-211	1900	9.98	
90195	BEST AUTOMOTIVE*	FY13 PLUG TIRE 11-2 100-211	1901	7.50	
90195	BEST AUTOMOTIVE*	FY13 TIRE PRSR 11-6 100-211	1902	54.00	
90195	BEST AUTOMOTIVE*	FY13 PLUG TIRE/FLUIDS 100-211	1903	47.78	
90195	BEST AUTOMOTIVE*	FY13 WIPER MOTOR 09-3 100-211	1904	179.91	
90195	BEST AUTOMOTIVE*	FY13 MAINT 09-4 100-211	1905	39.98	
90195	BEST AUTOMOTIVE*	FY13 BRAKES 10-3 100-211	1907	154.50	

Proceedings from Tazewell County Board Meeting held on 3/29/13

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Comty	Vend-No	Vend-Name	SHERIFF (100-211)	Invoice-Numb	Expense-Amount
	90195	BEST AUTOMOTIVE*	FY13 MAINT 11-4 100-211	1908	39.98
	90195	BEST AUTOMOTIVE*	FY13 OIL FILTER 12-2 100-211	1909	9.98
	90195	BEST AUTOMOTIVE*	FY13 MAINT 07-1 100-211	1910	39.98
	90209	FIRESTONE COMPLETE AUTO CARE*	FY13 SQUAD TIRES 100-211	128872	1,934.20
	91331	LET IT SHINE LLC*	FY13 SQUAD WSH 12/12 100-211	0113-2046	65.00
	100211-533-760	RADIO MAINTENANCE			75.00
	2300	MOYER ELECTRONICS INC*	FY13 HANG GUNLOCK 08-7 100-211	11310	
	100211-533-960	MERIT COMMISSION			
	14229	ILLINOIS SHERIFFS' ASSOCIATION*	FY12 CO ENTRANCE EX 100-211	3922	596.00
	63662	CAMPION BARROW & ASSOCIATES*	FY13 PSYCH TST/CO APPS 100-211	010413	1,185.00
	82226	TERRENCE G MCCANN & ASSOC*	FY13 DEP APP POLY 100-211	1-0113	150.00
	82226	TERRENCE G MCCANN & ASSOC*	FY13 CO/CLRCL POLYS 100-211	1-0113A	450.00
	82226	TERRENCE G MCCANN & ASSOC*	FY13 CO AP POLYS 100-211	1-0113B	300.00
			TOTAL:		89,709.92

100-211-522-140 DUES & SUBSCRPTIONS  
 91853 TAZEWELL CO ASSOCIATION OF CHIEFS OF POLICE FY 13 DUES RENEWAL 275.00 check# 3970 12-13-12

MANUAL TOTAL: 275.00  
 GRAND TOTAL: 89,984.92

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Comty	Vend-No	Vend-Name	E.M.A.	(100-213)	Invoice-Numb	Expense-Amount
	100-213-522-010	OFFICE SUPPLIES				
	4532	STAPLES CREDIT PLAN*			31474A	134.97
	100-213-522-100	GASOLINE				
	1761	TAZEWELL COUNTY HIGHWAY*			80903	27.26
	100-213-522-110	UNIFORMS				
	6203	T-SHIRT HOUSE*			53949	347.80
	100-213-533-201	COMMUNICATIONS/DIRECT TV				
	9228	DIRECTV*			19426399561	84.99
	100-213-533-300	MILEAGE				
	1854	COOK*DAWN M			18504-0113	178.71
	100-213-533-620	GAS & ELECTRIC				
	7	AMEREN ILLINOIS*			346881495-0113	169.58
	7	AMEREN ILLINOIS*			5064963774-0113	172.34
	7	AMEREN ILLINOIS*			5918993212-0113	88.12
	7	AMEREN ILLINOIS*			8964336175-0113	42.13
	8457	NOBLE AMERICAS ENERGY SOLUTIONS*			130040002741659	173.06
	100-213-533-730	EQUIPMENT MAINTENANCE				
	80	MENARDS*			14241	326.58
	1266	RAGAN COMMUNICATIONS INC*			7907	805.00
	100-213-533-740	PUBLIC AWARENESS CAMPAIGN				
	9447	MILLER*SCOTT			00135	135.00
	100-213-533-750	HMEP LEPC GRANT				
	9804	LANE*SHEA M			FY13 1ST NSTLMT HAZMAT 100-213 1301	3,000.00
					TOTAL:	5,685.54

Proceedings from Tazewell County Board meeting held on this 30th day of January, 2013

TAZEWELL COUNTY

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Comty Vend-No	Vend-Name	COURT SECURITY (100-214)	Invoice-Numb	Expense-Amount
100-214-533-000		CONTRACTUAL SERVICE		
230	MOYER ELECTRONICS INC*	FY13 RADIO SVC 1/13 100-214	13011	240.00
1266	RAGAN COMMUNICATIONS INC*	FY13 CORONER RDO SVC 100-214	7872	29.38
1266	RAGAN COMMUNICATIONS INC*	FY13 1/13 RDO SVC 100-214	7875	1,395.55
837	STANLEY CONVERGENT SCRTRY SOLUTIONS	FY13 RNG ALRM 100-214	9778917	128.52
			<b>TOTAL:</b>	<b>1,793.45</b>

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Comty	Vend-No	Vend-Name	PROBATION UPGRADE (100-230)	Invoice-Numb	Expense-Amount
	100-230-522-100		GASOLINE/OIL		
	17631	TAZEWELL COUNTY HIGHWAY*			
	77799	CITY OF PEKIN*	FY13 FUEL 12/12 100-230	80902	85.17
	77799	CITY OF PEKIN*	FY12 FUEL FOR 10/12 100-230	9908973	998.19
	77799	CITY OF PEKIN*	FY12 FUEL FOR 11/12 100-230	9909016	966.48
	77799	CITY OF PEKIN*	FY12 FUEL MAY/JUNE 12 100-230	9909022	258.49
	100-230-533-000		CONTRACTUAL SERVICE		
	6624	HUMAN SERVICE CENTER*	FY12 DRUG COURT FEE 100-230	A#37927	50.00
	66245	MIDWEST COUNSELING SERVICES*	FY13 T4C GRP TRMNT SVC 100-230	031080312	2,000.00
	78661	CITYLINK*	FY13 SINGLE BUSS PASS 100-230	12098	500.00
	100-230-533-080		WORK RELEASE/ELECTRONIC MON		
	333	BI INC*	FY13 ELEC MNTR 112/12 100-230	766122	1,643.22
	90624	CAM SYSTEMS*	FY12 GPS MNTRNG 11/12 100-230	27908	664.75
	100-230-533-180		MEDICAL SERVICES		
	10816	PEORIA COUNTY JUVENILE DETENTION*	FY13 JV PHYSICALS 100-230	10816-0113A	160.00
	1687	REDWOOD TOXICOLOGY LABORATORY INC*	FY12 DRUG SCRNS 11/12 100-230	3417201211	346.00
	100-230-533-220		T/PCCC		
	1265	RAGAN COMMUNICATIONS INC*	FY13 MO SVC FEE 100-230	7873	470.08
	100-230-533-700		VEHICLE MAINTENANCE		
	228	RAY DENNISON CHEVROLET INC*	FY13 #44637 VEH MAINT 100-230	CTCS369027	111.25
	100-230-533-910		TRAINING		
	12463	MILLS*DAVID E	FY13 MILEAGE 100-230	12263-0113	87.69
	15718	BRADLEY UNIVERSITY*	FY12 TRAIN REGST FEE 100-230	13-35-040	445.00
	7026	VISA*	FY13 REIGST FEE 100-230	1511-0113A	80.00
	100-230-533-979		CTR FOR PREVENTION OF ABUSE		
	1218	CENTER FOR PREVENTION OF ABUSE*	FY13 DV PGRM CST 12/12 100-230	1218-0113	2,415.18
	100-230-544-000		COMPUTER HARDWARE/SOFTWARE		
	8724	SEICO INC*	FY13 MAINT PRETRIAL DR 100-230	76977	57.50
	350	SOLUTION SPECIALTIES INC*	FY13 NTRWK MAINT 100-230	164323555910496	56.98
	100-230-544-001		MISC EQUIPMENT		

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Comty	Vend-No	Vend-Name	PROBATION UPGRADE (100-230)	Invoice-Numb	Expense-Amount
	76934	ROYAL IMAGING SUPPLIES*	FY13 FAX TONERS 100-230	3300	126.00
				TOTAL:	<u>11,521.98</u>

100-230-544-000 COMPUTER HARDWARE/SOFTWARE 345.73 check# 3995 01-04-13  
 7311 VERIZON WIRELESS FY13 LAPTOP CARDS/TABLE ACCESS

MANUAL TOTAL: 345.73

GRAND TOTAL: 11,867.71

TAZEWELL COUNTY  
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Comty	Vend-No	Vend-Name	COURT SERVICES (100-231)	Invoice-Numb	Expense-Amount
	100-231-533-070		DETENTION		
	10816	PEORIA COUNTY JUVENILE DETENTION*	FY13 JV DTNTN 12/12 100-231	10816-0113	14,270.00
	100231-533-090		DRUG COURT EXPENSES		
	337	TAZWOOD MENTAL HEALTH CENTER*	FY13 DRG CRT EXP 100-231	337-0113	3,776.30
	100231-533-190		PRIVATE HOMES & INSTITUTIONS		
	345	ARROWHEAD RANCH*	FY13 JV PICMENT 12/12 100-231	0002590-IN	15,126.45
	93950	ABC COUNSELING & FAMILY SVCS*	FY13 JV SO PRGRM 1/13 100-231	93950-0113	5,500.00
	93950	ABC COUNSELING & FAMILY SVCS*	FY13 JV BOT PRGRM 1/13 100-231	93950-0113A	3,600.00
				TOTAL:	<u>42,272.75</u>

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Comty	Vend-No	Vend-Name	CORONER (100-252)	Invoice-Numb	Expense-Amount
	100-252-522-010		OFFICE SUPPLIES		
	75820	FIVE STAR WATER*	FY12 WATER BILL 100-252	26039-0113	64.15
	100252-522-012		INVESTIGATION SUPPLIES		
	4522	CHIEF SUPPLY/LAW ENFORCEMENT SUPPL	FY12 FLSHLGHT BCK 100-252	167115	81.58
	91092	US PUBLIC SAFETY GROUP INC*	FY13 BADGES/OFFICE 100-252	2663	309.00
	99472	WAMSLEY*ROD	FY13 REIMB SUPPLIES 100-252	99412-0113	14.83
	100252-522-100		GASOLINE		
	17691	TAZEWELL COUNTY HIGHWAY*	FY13 SQUAD FUEL 12/12 100-252	80901	273.67
	100252-533-020		PATHOLOGY EXPENSE		
	87970	ARNDT*SHANNON	FY12 AUTOPSY ASST 100-252	RFN-143-12	175.00
	87970	ARNDT*SHANNON	FY12 AUTOPSY ASSIST 100-252	RFN-144-12	175.00
	87990	ARNDT*SHANNON	FY12 AUTOPSY ASST 100-252	RFN-145-12	175.00
	87970	ARNDT*SHANNON	FY12 DEATH ASST 100-252	RFN-146-12	175.00
	87970	ARNDT*SHANNON	FY13 ASSIST 100-252	RFN-151-12	175.00
	87970	ARNDT*SHANNON	FY13 AUTOPSY ASSIST 100-252	RFN-153-12	175.00
	89073	RALSTON FORENSIC NETWORK*	FY12 AUTOPSY 100-252	RFN-146-12	940.00
	89073	RALSTON FORENSIC NETWORK*	FY13 AUTOPSY 100-252	RFN-151-12	940.00
	89073	RALSTON FORENSIC NETWORK*	FY13 AUTOPSY 100-252	RFN-155-12	940.00
	95123	BELCHER*WILLIAM K	FY13 AUTOPSY ASST 100-252	12-12-29	175.00
	95123	BELCHER*WILLIAM K	FY13 DEATH 100-252	N-12-659	160.00
	100252-533-022		MORGUE USE EXPENSE		
	99474	OFFICE OF PEORIA COUNTY CORONER*	FY13 MORGUE USE 100-252	12-21-29	150.00
	99478	BAKER MORTUARY SERVICES*	FY12 MORGUE USE 11/12 100-252	99418-0113	2,800.00
	99478	BAKER MORTUARY SERVICES*	FY13 DEC MORGUE USE 100-252	99418-0113A	2,000.00
	100252-533-300		MILEAGE		
	77194	PRICE*SCOTT A	FY12 MILEAGE/11/12 100-252	77194-0113	14.43
	77194	PRICE*SCOTT A	FY13 MILEAGE 12/12 100-252	77194-0113A	32.13
	99411	BRAMMEIER*CHRIS	FY12 MILEAGE 11/12 100-252	99411-0113	129.87
	99411	BRAMMEIER*CHRIS	FY13 MILEAGE 12/12 100-252	99411-0113A	139.86
	100-252-533-370		BODY REMOVAL		
	99416	MORGAN-JONES MORTUARY SVCS*	FY13 BODY REMOVAL DEC 100-252	130	670.00
	99418	BAKER MORTUARY SERVICES*	FY13 BODY RMVL 12/12 100-252	99418-0113B	360.00

Proceeds from Tazewell County Board of Health held in the 30th day of January.

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Comty Vend-No	Vend-Name	CORONER (100-252)	Invoice-Numb	Expense-Amount
100-252-533-700		VEHICLE MAINTENANCE		
99412	WAMSLEY*ROD	FY13 REIMB CAR WASH 100-252	99412-0113A	19.00
TOTAL:				<u>11,263.52</u>

TAZEWELL COUNTY

Claims Docket  
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Comty	Vend-No	Vend-Name	REGIONAL OFFICE OF EDUCATION (100-711)	Invoice-Numb	Expense-Amount
	100-711-522-010		OFFICE SUPPLIES		
	12814	OWEN*GAIL S	FY13 OFFICE SUPPLIES 100-711	12814-0113	24.99
	100-711-522-140		DUES & SUBSCRIPTIONS		
	146	JOURNAL STAR*	FY13 YRLY SUB 100-711	1500022-0113	156.00
	6806	AREA III REGIONAL SUPERINTENDENTS*	FY13 AREAIII DUES ASMT 100-711	68006-0113	250.00
	100-711-533-300		MILEAGE		
	12814	OWEN*GAIL S	FY13 DEC MILEAGE 100-711	12814-0113A	200.58
	67086	HOUCHIN*ROBIN G	FY12 MILEAGE 11/7-28 100-711	67086-0113	42.18
	67086	HOUCHIN*ROBIN G	FY13 DEC MILEAGE 100-711	67086-0113A	11.10
	88729	TURK*ROBERT	FY12 MILEAGE 11/12 100-711	88729-0113	45.94
	88729	TURK*ROBERT	FY13 MILEAGE 12/12 100-711	88729-0113A	33.74

TOTAL: 764.53

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Comty	Vend-No	Vend-Name	COURTS (100-800)	Invoice-Numb	Expense-Amount
	100-800-522-010		OFFICE SUPPLIES		
	76	PURITAN SPRINGS WATER*	FY13 WATER 100-800	1447952-0113	69.16
	453	STAPLES CREDIT PLAN*	FY13 TONER 302 100-800	9235409288	100.74
	100-800-533-120		ATTORNEY FEES		
	731	SOLOMON* LAWRENCE M	FY13 APPEAL 100-800	09JA108-109	2,450.00
	7574	WRHEL* LEE ANN	FY13 TRANSCRIPTION 100-800	75734-0113A	162.50
	100-800-533-140		COURT REPORTING FEES		
	260	HARRIS* E SCOTT	FY13 TRANSCRIPTS 100-800	09JA95,96,97	45.50
	452	LEE CSR* DONNA M	FY13 APPEAL TRANS 100-800	09JA108-109A.	123.00
	452	LEE CSR* DONNA M	FY13 TRANSCRIPTS 100-800	09JA79-80	279.00
	100-800-533-170		WITNESS FEES		
	248	ZAVALA* CATALINA	FY13 INTERPRETER 100-800	12-CF-707	65.00
	248	ZAVALA* CATALINA	FY13 12 JA 33/35,48 100-800	12JA33/35/48	65.00
	163	CANNON* TINA	FY13 TRANSCRIPT 100-800	121221-1	130.00
	100-800-533-180		TESTING FEES		
	9945	UICOMP DEPARTMENT OF PSYCHIATRY*	FY12 EVALUATION 100-800	21	1,320.00
	9945	UICOMP DEPARTMENT OF PSYCHIATRY*	FY12 EVALUATION 100-800	rf1228	1,050.00
			TOTAL:		5,859.90

Comty Vnd-No	Vend-Name	FARM (100-912)	Invoice-Numb	Expense-Amount
100-912-522-130	AG-LAND FS INC*	CHEMICALS	FY13 PREPAID CHEMICALS 100-912 6144837-0113	4,347.63
669			TOTAL:	<u>4,347.63</u>

Comty Vend-No	Vend-Name	COUNTY GENERAL (100-913)	Invoice-Numb	Expense-Amount
100-913-522-010		OFFICE SUPPLIES		
98662	IOWA ILLINOIS OFFICE SOLUTIONS*	FY13 SUPPLIES 100-913	WO-7450542-1	363.54
1000913-522-015		SERVICE RECOGNITION AWARDS		
94006	HIGGINS*JOHN T	FY13 SVC AWRDS CTLG 100-913	121720121232	519.32
1000913-522-300		COMPUTER SUPPLIES		
97209	MILFORD PRINTERS*	FY13 W2S PYRL/AUDITOR 100-913	21212045	1,200.27
98662	IOWA ILLINOIS OFFICE SOLUTIONS*	FY13 INK CARTRIDGES 100-913	WO-7451807-1	942.50
1000913-533-010		COMPUTER CONTRACT		
94666	COMMUNICATION REVOLVING FUND*	FY12 INTRNT SVC 11/12 100-913	T1316327	170.00
93100	COMCAST CABLE*	FY13 XFINITY TV CRNHS 100-913	0047517-0113	1.99
93100	COMCAST CABLE*	FY13 INTERNET SVC 100-913	02622223-0113	86.90
1000913-533-011		COMPUTER MAINTENANCE		
61803	PROACTIVE TECHNOLOGY GROUP, LTD*	FY13 12/3 HELP DESK 100-913	7385	165.00
61803	PROACTIVE TECHNOLOGY GROUP, LTD*	FY13 12/3-12/6 HLP DSK 100-913	7395	1,430.00
61803	PROACTIVE TECHNOLOGY GROUP, LTD*	FY13 12/12-12/14 H.D. 100-913	7408	440.00
61803	PROACTIVE TECHNOLOGY GROUP, LTD*	FY13 12/12-12/13 H.D 100-913	7413	1,210.00
61803	PROACTIVE TECHNOLOGY GROUP, LTD*	FY13 12/18-19-20 HD 100-913	7417	412.50
61803	PROACTIVE TECHNOLOGY GROUP, LTD*	FY13 12/19 HELP DESK 100-913	7423	110.00
1000913-533-210		POSTAGE		
122017	FARLEY*FRANK X	FY13 1ST CLSS PRSRT 100-913	76713	204.94
706075	UNITED STATES POSTAL SERVICE*	FY13 DEC POSTAGE 100-913	70675-0113	7,582.66
1000913-533-910		EDUCATION/TRAVEL/TRAINING		
19806	CATTON*CRAIG	FY13 REIMB SHERIFF 100-913	37076559	431.50
40006	FRED PRYOR SEMINARS*	FY13 TRAINING TREAS 100-913	14111855	199.00
40006	FRED PRYOR SEMINARS*	FY13 TRAINING TREAS 100-913	14111856	199.00
62438	ROE #53*	FY12 REIMB TRN EXP ROE 100-913	784458	49.95
70738	VISA*	FY13 M.HOLLY S/A TRAIN 100-913	1321-0113	375.00
77194	PRICE*SCOTT A	FY12 REIMB CORONER 100-913	77194-0113B	743.55
99368	WORKHEISER*ROGER	FY13 MILEAGE REIM 100-913	99368-0113A	12.32
99368	WORKHEISER*ROGER	FY12 MILEAGE REIM 100-913	99368-0113B	8.10
99413	FORENSIC PATHOLOGY*	FY13 TRAINING CORONER 100-913	99413-0113	825.00
100-913-533-980		BRIDGE LIGHTING PLEDGE		

TAZEWELL COUNTY

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Comty	Vend-No	Vend-Name	COUNTY GENERAL (100-913)	Invoice-Numb	Expense-Amount
	62294	CITY OF PEORIA*	FY13 ANNUAL BRDG LGT 100-913	257270	250.00
	100-913-544-000		TECHNOLOGY UPGRADES		
	62507	CDW GOVERNMENT INC*	FY13 UPS BATTERY 100-913	V215834	319.99
	98609	DEVERMAN ADVERTISING INC*	FY13 PHOTOS WEBSITE 100-913	37490	1,692.00
			TOTAL:		<u>19,945.03</u>
	100-913-533-210		POSTAGE		
	214	POSTMASTER	FY13 BOOK OF FOREVER STAMPS CIRCUIT CLERK		9.00 check# 3977 12-21-12
	100-913-533-910		EDUCATION/TRAVEL/TRAINING		
	98603	ALESANDRA FRIEND	FY12 M&IE STATES ATTORNEY		140.00 check# 3978 12-21-12
	99072	KATHERINE LEGGE	FY12 M&IE STATES ATTORNEY		140.00 check# 3979 12-21-12

MANUAL TOTAL: 289.00

GRAND TOTAL: 20,234.03

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Comty Vnd-No Vnd-Name COUNTY HIGHWAY (202-311)

Comty Vnd-No	Vnd-Name	Invoice-Numb	Expense-Amount
202-311-522-010	STAPLES*	2077	24.99
20547	FY12 UNVRSL INVS 202-311	3037116001	56.96
20547	FY12 PENCILS/CRUZER 202-311	3228862001	3.98
20547	FY12 TAB INSERTS 202-311	3228862002	11.99
20547	FY12 FOLDERS 202-311	3463159001	55.90
20547	FY12 BINDER, CLIPS 202-311	1212A	62.80
20666	FY13 POSTAGE 202-311	7775726	141.63
20840	FY13 INK 202-311	7776001	305.65
20840	FY13 PRNTR/SPPLYS 202-311	7953840	102.90
20840	FY13 INK 202-311	IN-00023110	63.54
20948	INDEPENDENT STATIONERS*		
202-311-522-100	FUEL		
20045	AG-LAND FS INC*	22-MAY	23,607.38
20545	YODER OIL INC*	20422	20,845.68
202-311-522-120	ENGINEERING SUPPLIES		
20547	FY12 ENGIN MONITOR 202-311	3033530001	124.99
202-311-522-121	FIELD ENGINEER EXPENSE		
20547	FY12 GPS/PRINTER 202-311	24165	649.95
20547	FY13 ARCGIS 202-311	20418307	2,250.00
20629	ESRI INC*	1212	3.00
20656	ANDERSON*JOHN J	1212B	35.96
20666	ANDERSON*JOHN J		
202-311-522-140	DUES & SUBSCRIPTIONS		
20685	ILLINOIS ASSOC OF COUNTY ENGINEERS	103944	1,272.07
20901	APWA*	641423-0113	164.00
202-311-522-720	MAINTENANCE MATERIALS		
20031	LAWSON PRODUCTS INC*	9301314180	2.80
20031	LAWSON PRODUCTS INC*	9301316643	431.03
20031	LAWSON PRODUCTS INC*	9301335587	238.28
20031	LAWSON PRODUCTS INC*	44879799	20.35
20041	PRAXAIR DISTRIBUTION INC-465*	44971300	22.55
20041	PRAXAIR DISTRIBUTION INC-465*	89644	484.55
20067	COMET SUPPLY INC*	PC080046103	65.85
20267	ALTORFER INC*	9032667652	80.69
20327	GRAINGER*		

Over Court meeting held on 20th day of January, 2013

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Comty	Vend-No	Vend-Name	COUNTY HIGHWAY (202-311)	Invoice-Numb	Expense-Amount
	20364	MENARDS*	FY13 BULBS 202-311	14843	59.94
	20364	MENARDS*	FY13 KEYS 202-311	15278	13.70
	20364	MENARDS*	FY13 PRY BAR 202-311	15585	4.99
	20364	MENARDS*	FY13 HOSE CLAMPS 202-311	16409	7.76
	20364	MENARDS*	FY13 KEYS 202-311	16494	4.11
	20364	MENARDS*	FY13 TUBES 202-311	17019	60.49
	20368	PURITAN SPRINGS*	FY13 MONTHLY SVC 202-311	1241231-1212	8.25
	20887	THE OFFICE DEALER*	FY13 MAINT CREW LOGS 202-311	5154091	553.86
	202311-533-720		BUILDING MAINTENANCE		
	20097	FRANTZ & COMPANY INC*	FY13 MONTHLY SVC 202-311	104353	50.00
	20081	TELVENT DTN INC*	FY13 QUARTERLY SVC 202-311	3897509	354.00
	20107	ILLINOIS AMERICAN WATER COMPANY*	FY13 MONTHLY SVC 202-311	228687-0113	49.58
	20107	ILLINOIS AMERICAN WATER COMPANY*	FY13 MONTHLY SVC 202-311	228688-0113	22.19
	20107	ILLINOIS AMERICAN WATER COMPANY*	FY13 MONTHLY SVC 202-311	228689-0113	41.23
	20107	ILLINOIS AMERICAN WATER COMPANY*	FY13 MONTHLY SVC 202-311	561868-0113	31.00
	20208	FRONTIER*	FY13 MONTHLY SVC 202-311	9255532-0113	293.92
	20307	FIREFIGHTERS*	FY13 ANNUAL SVC 202-311	131212-1	1,688.95
	20307	SCOTT*STEPHEN	FY13 MONTHLY SVC 202-311	113	500.00
	20306	ANDERSON*JOHN J	FY13 TRSH BG/CUP 202-311	1212C	16.92
	20208	NOBLE AMERICAS ENERGY SOLUTIONS*	FY13 MONTHLY SVC 202-311	130040002741657	310.45
	20303	AMERICAN PEST CONTROL INC*	FY13 MONTHLY SVC 202-311	1451000-0113	50.00
	20307	X WASTE INC*	FY12 MONTHLY SVC 202-311	189117	72.80
	20307	X WASTE INC*	FY13 MONTHLY SVC 202-311	189134	72.80
	20307	X WASTE INC*	FY12 MONTHLY SVC 202-311	189135	72.80
	20302	THE SIGNMAN*	FY13 BUILDING SIGN 202-311	13-JAN	540.00
	202311-533-730		EQUIPMENT MAINTENANCE		
	20006	FORCE AMERICA DISTRIBUTING LLC*	FY13 SLT SPRDR MTR 202-311	4137735	417.93
	20006	FORCE AMERICA DISTRIBUTING LLC*	FY13 HYD MOTOR 202-311	4137937	299.07
	20006	FORCE AMERICA DISTRIBUTING LLC*	FY13 HYD MOTOR 202-311	4138222	580.02
	20108	SUPREME RADIO COMMUNICATIONS INC*	FY13 REPEATER REPAIR 202-311	141517	412.50
	20166	HOTSYS EQUIPMENT COMPANY*	FY13 OIL CHANGE 202-311	44794	193.25
	20267	ALTORFER INC*	FY13 CNCTRS O RNG 202-311	PC020255237	23.82
	20267	ALTORFER INC*	FY12 A/C REPAIR 202-311	WO020032781A	275.51
	20209	TUCKER PLUMBING*	FY13 HOTSYS WSHR LINE 202-311	13-278	90.00
	20555	CARQUEST AUTO PARTS*	FY13 FILTERS 202-311	6607-114823	80.89
	20555	CARQUEST AUTO PARTS*	FY13 BATTERIES 202-311	6607-114867	384.72
	20555	CARQUEST AUTO PARTS*	FY13 FILTER 202-311	6607-115086	18.70

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Comty Vend-No	Vend-Name	COUNTY HIGHWAY (202-311)	Invoice-Numb	Expense-Amount
20555	CARQUEST AUTO PARTS*	FY13 WIPER/BLDS 202-311	6607-115261	164.23
20555	CARQUEST AUTO PARTS*	FY13 BATTERY 202-311	6607-115334	213.52
20699	PERFORMANCE AUTO GLASS*	FY13 WINDSHLD RPR 202-311	877340	281.00
20734	PENCE'S AG REPAIR INC*	FY13 INSPECTION 202-311	8466	32.00
20734	PENCE'S AG REPAIR INC*	FY13 TRAILER INSPECT 202-311	8551	22.00
20734	PENCE'S AG REPAIR INC*	FY13 INSP/LABOR 202-311	55581-IN	451.51
20788	DRAKE-SCRUGGS EQUIPMENT INC*	FY12 PARTS #74 202-311	P92087	309.95
20940	BIRKEY'S*	FY12 JUNK TIRE P-UP 202-311	21971	50.00
20949	J & R USED TIRE SERVICE INC*	FY13 TIRE ROTATED 202-311	26459	391.34
20950	MINIER ALIGNMENT & SERVICE INC*			
202311-533-740		HIGHWAY MAINTENANCE		
20033	VERIZON WIRELESS*	FY13 MONTHLY SVC 202-311	2844105567	464.08
20544	PROCTOR FIRST CARE PEORIA HTS*	FY12 DRG TST 202-311	2461235	160.00
202311-533-900		CONFERENCE & SEMINARS		
20730	IPLSA*	FY13 IDLSA CONFERENCE 202-311	10560	300.00
202311-544-000		NEW EQUIPMENT		
20118	SUPREME RADIO COMMUNICATIONS INC*	FY12 NEW RADIO 202-311	29944	503.01
20495	CATERPILLAR FINANCIAL SERV CORP*	FY13 #2 BCKHOE LS 202-311	2-FEB-13	376.45
202311-544-110		ROAD IMPROVEMENT		
20062	MIDWEST CONSTRUCTION SERVICES INC*	FY13 GRDRL RFLCTRS 202-311	1201515	69.90
20062	MIDWEST CONSTRUCTION SERVICES INC*	FY13 CLVRT MKRS 202-311	1201519	953.36
20062	MIDWEST CONSTRUCTION SERVICES INC*	FY13 OBJECT MARKER 202-311	1201544	83.22
20062	MIDWEST CONSTRUCTION SERVICES INC*	FY13 2013 PERMITS 202-311	18047	291.00
20092	TAYLOR*CHARLES	FY12 EXHAUST FLUID 202-311	97618	46.00
20095	AG-LAND FS INC*	FY12 COLD MIX 202-311	17170	62.97
20058	MCLEAN COUNTY ASPHALT CO INC*	FY13 COLD MIX 202-311	17316	77.66
20058	MCLEAN COUNTY ASPHALT CO INC*	FY13 COLD MIX 202-311	17532	92.36
20058	MCLEAN COUNTY ASPHALT CO INC*	FY13 24"FLARED ENDS 202-311	HV-30900	246.00
20069	METAL CULVERTS INC*	FY13 COLD ROLL 202-311	48.23	48.23
20041	HAGERTY STEEL & ALUMINUM CO*	FY13 SNWPLW RFLCTR 202-311	5479416	310.00
20550	3M*	FY13 WGT LMT SGNS 202-311	TP76273	432.00
20799	THE TRAFFIC SIGN STORE*	FY13 MILEAGE 202-311	T15118	69.38
20855	SCIORTINO*JESI	FY12 MILEAGE 202-311	JS1112	53.56
20855	SCIORTINO*JESI	FY13 MILEAGE 202-311	JS1212	
202-311-544-120		DEBT SERVICES - INTEREST		
20680	CATERPILLAR FINANCIAL SVC CORP*	FY13 950 INTRST PMT 18 202-311	950INT18	364.00

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TAZEWELL COUNTY  
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Comty Vend-No	Vend-Name	COUNTY HIGHWAY (202-311)	Invoice-Numb	Expense-Amount
202-311-544-125	DEBT SERVICES- PRINCIPAL			
20690	CATERPILLAR FINANCIAL SVC CORP*	FY13 950 PRNCPL PMT 18 202-311 950PRNCPL18		1,711.24
			TOTAL:	<u>67,415.59</u>

TAZEWELL COUNTY

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Comty	Vend-Name	MOTOR FUEL TAX FUND (203-311)	Invoice-Numb	Expense-Amount
203-311-533-740		HIGHWAY MAINTENANCE		
20663	CARGILL INC*	FY13 13-00000-04-GM 203-311	2900858726	3,302.62
			TOTAL:	<u>3,302.62</u>

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Comty Vend-No	Vend-Name	BRIDGE FUND (205-311)	Invoice-Numb	Expense-Amount
205-311-533-150		ENGINEER CONSULTANT		
20372	HLR*	FY12 07-00010-12-ES 205-311	20121123	4,453.64
20372	HLR*	FY12 07-00010-12-ES 205-311	20121124	5,596.73
20669	FEHR-GRAHAM & ASSOCIATES*	FY12 07-14115-00-BR 205-311	12PARTIAL1212	2,908.95
20669	FEHR-GRAHAM & ASSOCIATES*	FY12 11-05135-00-BR DL 205-311	2PRTLR0W1212	399.84
20669	FEHR-GRAHAM & ASSOCIATES*	FY12 11-05135-00-BR 205-311	9PARTIAL1212	1,966.55
<b>TOTAL:</b>				<u>15,325.71</u>

Comty	Vend-No	Vend-Name	MATCHING TAX (206-311)	Invoice-Numb	Expense-Amount
	206-311-544-110	HOMETOWN TITLE INC*	ROAD IMPROVEMENT		
	20822	HOMETOWN TITLE INC*	FY12 07-00069-00-WR CN 206-311	2012076023	125.00
	20822	HOMETOWN TITLE INC*	FY12 07-00069-00-WR CN 206-311	2012076024	125.00
	20829	NORTHERN CONTRACTING, INC.*	FY13 12-00086-00-GR 206-311	4568	1,303.70
	20829	NORTHERN CONTRACTING, INC.*	FY13 12-00086-00-GR 206-311	4569	1,115.90
	20829	NORTHERN CONTRACTING, INC.*	FY13 12-00086-00-GR 206-311	4570	828.10
	20829	NORTHERN CONTRACTING, INC.*	FY13 12-00086-00-GR 206-311	4571	540.45
	20829	NORTHERN CONTRACTING, INC.*	FY13 12-00086-00-GR 206-311	4572	351.10
	20829	NORTHERN CONTRACTING, INC.*	FY13 12-00086-00-GR 206-311	4573	100.00
	20829	NORTHERN CONTRACTING, INC.*	FY13 12-00086-00-GR 206-311	4574	644.90
	20829	NORTHERN CONTRACTING, INC.*	FY13 12-00086-00-GR 206-311	4575	346.20
	20829	NORTHERN CONTRACTING, INC.*	FY13 12-00086-00-GR 206-311	INV-1668	12,817.36
	20826	MIDWEST ENGINEERING ASSOCIATES INC	FY12 06-07109-00-RR 206-311		

206311-544-120		SPECIAL R.O.W.			
20822	HOMETOWN TITLE INC*	FY13 11-00015-00-FP 206-311	2012127417	125.00	
20822	HOMETOWN TITLE INC*	FY13 11-00015-00-FP 206-311	2012127418	125.00	
20911	PLANNING & VALUATION CONSULTANTS*	FY13 FARMDALE ROW 206-311	1397	500.00	

TOTAL: 19,047.71

TAZEWELL COUNTY

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Comty	Vend-No	Vend-Name	VETERANS ASST. (208-422)	Invoice-Numb	Expense-Amount
	208-422-522-040		FOOD		
	2757	NIEMANN FOODS INC*	FY12 FOOD PNTRY PRCH 208-422	1500359	387.40
	845266	PEORIA AREA FOOD BANK*	FY13 PANTRY PURCH 208-422	AO20337-1	27.22
	845266	PEORIA AREA FOOD BANK*	FY13 PANTRY PURCH 208-422	AO20387-1	139.24
	845266	PEORIA AREA FOOD BANK*	FY13 FOOD PNTRY PRCH 208-422	AO20492-1	65.55
	208-422-533-200		TELEPHONE		
	5411	CENTURYLINK*	FY13 LONG DISTANCE 208-422	304006043-0113	91.96
	208-422-533-210		POSTAGE		
	7065	UNITED STATES POSTAL SERVICE*	FY13 DEC POSTAGE 208-422	70675-0113A	21.80
	208-422-533-300		MILEAGE		
	38	SAAL*STEVE	FY13 12/12 MILEAGE 208-422	38-0113	342.99
	208-422-533-970		EMERGENCY ASSISTANCE		
	277	STROPES REALTY*	FY13 PRTL RNTL ASST 208-422	19636	210.00
	277	STROPES REALTY*	FY13 PRTL RNTL ASST 208-422	19640	210.00
	277	STROPES REALTY*	FY13 PRTL RNTL ASST 208-422	19645	210.00
	5669	HACKNEY*ESTHER P	FY13 PRTL RNTL ASST 208-422	19635	330.00
	10910	MAJORS*RICHARD	FY13 PRTL RNTL ASST 208-422	19646	210.00
	10975	CRAFTON*HAROLD L	FY13 PRTL RNTL ASST 208-422	19657	330.00
	111999	DION*KARL	FY13 PRTL RNTL ASST 208-422	19653	210.00
	12885	DIETZ*DWAYNE	FY13 PRTL RNTL ASST 208-422	19650	210.00
	14904	WHITE*ALAN G	FY13 PRTL RNTL ASST 208-422	19654	210.00
	62256	HENDRIX*JOE E	FY13 PRTL RNTL ASST 208-422	19638	210.00
	63209	WEED*ROGER N	FY13 PRTL RNTL ASST 208-422	19649	330.00
	65224	SMITH*CARLA A	FY13 PRTL RNTL ASST 208-422	19641	330.00
	67451	OAK LAWN ESTATES LLC*	FY13 PRTL RNTL ASST 208-422	19643	250.00
	68401	EDGEWOOD TERRACE*	FY13 PRTL RNTL ASST 208-422	19629	330.00
	68339	FARROW*ROLAND	FY13 PRTL RNTL ASST 208-422	19647	330.00
	69397	BROOKS*TONI L	FY13 PRTL RNTL ASST 208-422	19630	250.00
	71412	DRAFFEN*PHILLIP J	FY13 PRTL RNTL ASST 208-422	19627	210.00
	72165	VISTA VILLA*	FY13 PRTL RNTL ASST 208-422	19642	210.00
	73696	CARNAHAN*BILL	FY13 PRTL RNTL ASST 208-422	19659	210.00
	73898	TRUCKENMILLER*LARRY	FY13 PRTL RNTL ASST 208-422	19634	330.00
	78644	HELLRIGEL*TODD A	FY13 PRTL RNTL ASST 208-422	19660	210.00
	79375	BRADLEY*SUE	FY13 PRTL RNTL ASST 208-422	19651	330.00

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Comty Vnd-No	Vend-Name	VETERANS ASST. (208-422)	Invoice-Numb	Expense-Amount
81303	KEGLEY*CHRISTOPHER C	FY13 PRTL RNTL ASST 208-422	19637	210.00
82951	KRUMHOLZ*JOAN & BILL	FY13 PRTL RNTL ASST 208-422	19632	210.00
82951	KRUMHOLZ*JOAN & BILL	FY13 PRTL RNTL ASST 208-422	19644	250.00
83281	MCLAUGHLIN*PATTY	FY13 PRTL RNTL ASST 208-422	19633	210.00
89887	THOMPSON*DIANA	FY13 PRTL RNTL ASST 208-422	19656	210.00
92351	TEMPLE*VICTOR & LORI	FY13 PRTL RNTL ASST 208-422	19639	210.00
92556	SHELBY*KEVIN	FY13 PRTL RNTL ASST 208-422	19648	210.00
96219	CLANCY*ERIC	FY13 PRTL RNTL ASST 208-422	19628	210.00
99413	LENNINGTON*SCOTT	FY13 PRTL RNTL ASST 208-422	19631	330.00
99420	LOWE*JAIME E	FY13 PRTL RNTL ASST 208-422	19652	330.00
99427	CONWAY*ED	FY13 PRTL RNTL ASST 208-422	19655	210.00
99817	SIGNERI*ANDREW	FY13 PRTL RNTL ASST 208-422	19658	210.00
TOTAL:				9,536.16

TAZEWELL COUNTY

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Comty	Vend-No	Vend-Name	ANIMAL CONTROL (211-411)	Invoice-Numb	Expense-Amount
	211-411-522-010		OFFICE SUPPLIES		
	734	QUILL CORPORATION*	FY12 POWER STRIP 211-411	7551408	9.99
	75516	OFFICE DEPOT*	FY13 WALL CALENDARS 211-411	636160757001	53.70
	211-411-522-050		MEDICAL SUPPLIES		
	12280	STATE OF IL DEPT OF AGRICULTURE*	FY12 LAB TESTING 211-411	261492	68.00
	211-411-522-090		MAINTENANCE SUPPLIES		
	5	ATLAS SUPPLY COMPANY*	FY13 SUPPLIES 211-411	147756	403.50
	211-411-522-100		GASOLINE		
	17331	TAZEWELL COUNTY HIGHWAY*	FY13 GASOLINE 211-411	80900	908.63
	211-411-533-160		VETERINARIAN OFFICE SERVICE		
	2116	HERM*DR ART	FY13 PER AC CNTRCT 211-411	210-0113	1,816.67
	211-411-533-200		TELEPHONE		
	108	AT&T*	FY13 TELEPHONE 211-411	2991013-0113	32.65
	222	FRONTIER*	FY13 TELEPHONE 211-411	4772270-0113	69.11
	222	FRONTIER*	FY13 TELEPHONE 211-411	9253370-0113	91.50
	5411	CENTURYLINK*	FY13 TELEPHONE 211-411	30404105-0113	52.75
	211-411-533-202		CELLULAR TELEPHONE		
	7331	VERIZON WIRELESS*	FY13 CELL PHONE 211-411	2851526804	137.51
	211-411-533-210		POSTAGE		
	70875	UNITED STATES POSTAL SERVICE*	FY13 DEC POSTAGE 211-411	70675-0113B	1,599.69
	211-411-533-600		GAS, ELECTRIC & WATER		
	782	AMEREN ILLINOIS*	FY13 GAS&ELECTRIC 211-411	5201369932-0113	565.82
	763	PURITAN SPRINGS WATER*	FY13 WATER SVC 211-411	1233147-0113	13.40
	219	ILLINOIS AMERICAN WATER COMPANY*	FY13 WATER 211-411	0902286913-0113	49.58
	88949	NOBLE AMERICAS ENERGY SOLUTIONS*	FY13 ELECTRIC 211-411	130040002741600	283.87
	211-411-533-660		GARBAGE COLLECTION		
	66418	X WASTE INC*	FY13 GARBAGE SVC 211-411	191241	125.66
	211-411-533-720		BUILDING & GROUNDS MAINTENANCE		

TAZEWELL COUNTY  
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Comty Vend-No	Vend-Name	ANIMAL CONTROL (211-411)	Invoice-Numb	Expense-Amount
9	MARKLEY'S PEST ELIMINATION*	FY13 FLEAS INSIDE 211-411	217581	40.00
74	TCRC INC*	FY13 FLOOR CARE 211-411	014404	40.00
8919	HOTSY EQUIPMENT COMPANY*	FY13 SPRAY WAND 211-411	75751	122.34
88150	G & K SERVICES*	FY13 OFFICE RUGS 211-411	1018523437	42.90
94357	STUBER'S HEATING & AIR CONDITIONIN	FY13 FURNACE REPAIR 211-411	6713	560.00
211-411-533-983		SPAY/NEUTER ASST. PROGRAM		
211-411-533-984	LANGE ANIMAL CLINIC*	FY13 NEUT DOG 211-411	14861	161.00
94813	SASSMAN*DONNA J	FY13 NEUT MALE CAT 211-411	3523-1	154.50
211-411-533-984		TAZ CO VET ASSN		
4866	TAZEWELL COUNTY VETERINARY MED ASS	FY13 DECEMBER S/N 211-411	DEC12	200.00
TOTAL:				7,602.77

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Comty Vend-No	Vend-Name	P.D.D. (221-413)	Invoice-Numb	Expense-Amount
221-413-533-720	BUILDING MAINTENANCE			
9275	THOMPSON ELECTRONICS CO*	FY13 SEMI ANNUAL 221-413	62394	275.78
221-413-544-030	LOAN REPAYMENT			
2575	TCRC INC*	FY13 LOAN REPAYMENT 221-413	014424	20,000.00
TOTAL:				<u>20,275.78</u>

TAZEWELL COUNTY  
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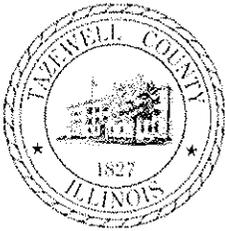
Comty	Vend-No	Vend-Name	HEALTH INTER-SERVICE (249-914)	Invoice-Numb	Expense-Amount
	249-914-533-533		EMPLOYEE LIFE INSURANCE		
	10764	SYMETRA LIFE INSURANCE COMPANY*	FY13 EMP LF INS 249-914	10764-0113A	1,733.79
	249-914-533-534		VOLUNTARY LIFE		
	10764	SYMETRA LIFE INSURANCE COMPANY*	FY13 VOL LIFE 249-914	10764-0113	1,575.98
	249-914-533-535		VAD&D		
	10825	LINA*	FY13 VOL AD&D 249-914	10825-0113	60.80
			TOTAL:		<u>3,370.57</u>

TAZEWELL COUNTY

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Comty	Vend-No	Vend-Name	SOLID WASTE (254-112)	Invoice-Numb	Expense-Amount
	254-112-533-000		CONTRACTUAL SERVICE		
	50070	MIDLAND DAVIS CORP*	FY12 11/12 LNDFL FEE 254-112	154265	300.00
			TOTAL:		<u>300.00</u>

Motion by member Imig, Second by member Meinsinger to Approve Calendar for February 2013. Motion carried by Voice Vote.



**TAZEWELL COUNTY BOARD**  
**February 2013 Calendar of Meetings**

<b>Zoning Board of Appeals</b> (Newman)	Tues., Feb 05 6:00pm - JCCR	Connett, Crawford; Hahn, Hillegonds, Palmer, Rinehart, Sinn, Sundell
<b>Transportation</b> (Sinn)	Mon., Feb. 11 8:00am - Tremont	Proehl, Ackerman, Crawford, Palmer, Rinehart, Stanford, Von Boeckman
<b>Land Use</b> (Hillegonds)	Tues., Feb. 12 5:00pm – Jury Room	Crawford, Connett, Hahn, Palmer, Rinehart, Sinn, Sundell
<b>Insurance Review</b> (Zimmerman)	Thurs., Feb. 14 3:00pm – Jury Room	Neuhauser, Aeilts, Connett, Graff, Johnson, McKinney, Norman, Timian, Young
<b>Health Services</b> (Imig)	Thurs., Feb. 14 5:30pm - TCHD	Sundell, Graff, B. Grimm, Hahn, Harris Sinn, Vanderheydt
<b>Property</b> (D. Grimm)	Tues., Feb. 19 3:30pm - JCCR	Donahue, Ackerman, Meisinger, Neuhauser, Proehl, Stanford, Vanderheydt
<b>Finance</b> (Neuhauser)	Tues. Feb. 19 following Property - JCCR	B. Grimm, Connett, Donahue, Graff, D. Grimm, Harris, Hillegonds, Imig, Meisinger, Von Boeckman
<b>Human Resources</b> (Harris)	Tues., Feb. 19 following Finance - JCCR	Meisinger, Connett, Donahue, Graff, B. Grimm, D. Grimm, Hillegonds, Imig, Neuhauser, Von Boeckman
<b>Risk Management</b> (Zimmerman)	Wed., Feb. 20 4:00pm – Jury Room	Neuhauser, Crawford, Donahue, B. Grimm, D. Grimm, Harris, Hillegonds, Imig, Meisinger, Sinn, Von Boeckman *(Auditor, Treasurer, State’s Attorney)*
<b>Executive</b> (Zimmerman)	Wed., Feb. 20 following Executive	Neuhauser, Crawford, Donahue, B. Grimm, D. Grimm, Harris, Hillegonds, Imig, Meisinger, Sinn, Von Boeckman
<b>County Board</b>	Wed., Feb. 27 6:00 p.m. - JCCR	ALL COUNTY BOARD MEMBERS

Board Recessed at 8:42 p.m. Next Meeting will be held on February 27, 2013.

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 January 30, 2013 at 6:05 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 30th day of January, 2013.