

COUNTY OF TAZEWELL, ILLINOIS

COUNTY BOARD PROCEEDINGS

SEPTEMBER 25, 2013



DAVID ZIMMERMAN, COUNTY BOARD CHAIRMAN

CHRISTIE A. WEBB, COUNTY CLERK/RECORDER

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, September 25, 2013.

Board members were called to order at 6:01 p.m. By Chairman David Zimmerman presiding with the following members present: Ackerman, Connett, Crawford, Donahue, B. Grimm, D. Grimm, Graff, Harris, Hillegonds, Imig, Meisinger, Neuhauser, Palmer, Proehl, Redlingshafer, Rinehart, Sinn, Stanford, Sundell, Vanderheydt, and VonBoeckman.

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

INDEX
SEPTEMBER 25, 2013

Presentation: HOI United Way...1

Presentation: Coroner Baldi and Staff Introductions...1

CONSENT AGENDA 1-25...3

PULLING 1, 4, 6, 7, 14, 22, 24

IN PLACE MEETINGS...4

LAND USE

1.Approve Map Amendment to the Official; Washington Township Zoning Map of Tazewell County to change the zoning classification of property from an R-1 Low Density Residential District to a C-2 General Business Commercial Zoning District.....45

HEALTH SERVICES

2. Approve the Agreement with Dr. Arthur Herm to serve as Administrator of Tazewell County Animal and Rabies Control.....4

3. Approve funding for City of Pekin ongoing residential recycling collection program.....10

4. Approve TCHD Administrator to sign and execute the grant agreement forms for the Illinois Municipal Solid Waste Management Act grant.....52

PROPERTY

5. Approve the landscape project for the Courthouse in FY14.....20

6. Approve the purchase of real estate - Fourth Street.....59

7. Approve the purchase of real estate - Elizabeth Street.....	82
8. Approve transfer request for the VAC.....	21
9. Approve transfer request for Community Development.....	22
10. Approve transfer request for the Auditors.....	23
11. Approve transfer request for Building Administration.....	24
12. Approve transfer request for Highway.....	25
13. Approve the request from Property Committee for an amendment to the FY14 Budget.....	26
14. Approve an increase in the Document Storage and Clerk Automation Fee for the Circuit Clerk.....	147
15. Approve the Auditor to pay bills for October through December 2013.....	27

HUMAN RESOURCES

16. Approve the FY14 premium costs for Employee Health, Life and Dental.....	28
17. Approve the creation of Circuit Clerk Compliance Officer and the filling of two positions.....	30
18. Approve the elimination of an Administrative Assistant Position and the creation of a Clerical/Receptionist Position at the Regional Office of Education.....	31
19. Approve the creation of a Plans Reviewer/Inspector Coordinator in the Community Development Office.....	32
20. Approve the creation of a Part Time Plumbing Inspector in the Community Development Office.....	33
21. Approve the creation of a Building Inspector/Code Enforcement in the Community Development Office.....	34
22. Approve filling the position of court Services/Probation Director.....	149

RISK MANAGEMENT

23. Approve worker's compensation settlement case.....	35
24. Approve worker's compensation settlement case.....	152

25. Approve the request from Deer Creek to waive TIF reimbursement for tax year 2012 payable in 2013.....36

COMMUNICATIONS...44, 154, 205

APPOINTMENTS/REAPPOINTMENTS...41-43

APPROVAL OF BILLS...155

APPROVAL OF CALENDAR OF MEETINGS FOR OCTOBER,
2013...206

RECESS TO OCTOBER 30, 2013...208

Michael Stephan (director of HOI United Way), Jamie Durdle (TCRC partner), and Carla Payne (Center for Prevention of Abuse) held a discussion of partners with United Way and the financial help provided.

Dawn Cook will begin the kick off for the United Way.

Bronze Awards were given to the Assessment's Office, County Board Office, and County Board members.

Coroner James Baldi gave review of the mission of the Coroner's Office and made introductions of the staff.

Part-time staff members: Chris Brammeier, Liza Dickerson, Shawn Naylor, Scott Price, and Rick VonRohr.

Full-time staff members: Glenda Grasshoff and Rod Wamsley.

Health Services In Place Committee Meeting at 6:21 P.M.
Health Services In Place Committee Meeting adjourned at 6:22
P.M.

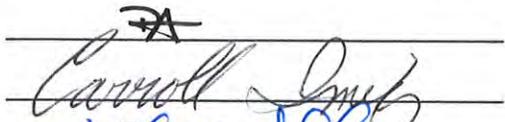
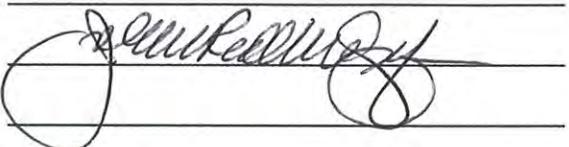
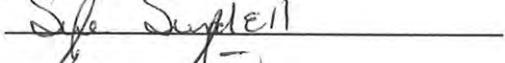
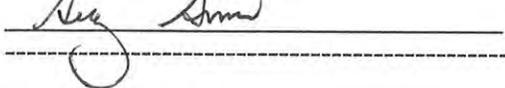
Property In Place Committee Meeting at 6:22 P.M.
Property In Place Committee Meeting adjourned at 6:27 P.M.

Risk Management In Place Committee Meeting at 6:27 P.M.
Risk Management In Place Committee Meeting adjourned at
6:28 P.M.

Motion by member Connett, Second by member Proehl to Approve Consent Agenda 1-25. Pulling 1, 4, 6, 7, 14, 22, and 24. Motion carried by Voice Vote.

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board that the attached Agreement between Tazewell County and Dr. Arthur Herm to serve as Administrator of Tazewell County Animal & Rabies Control be approved; and

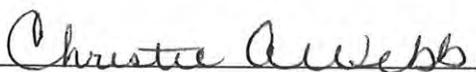
WHEREAS, compensation for said Administrator services will be paid the sum of \$1,871.17 per month beginning December 01, 2013 and expiring November 30, 2014.

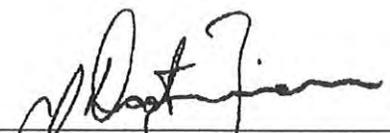
THEREFORE BE IT RESOLVED that the Tazewell County Board approve this agreement.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Office, Dr. Arthur Herm D.V.M., Morton Animal Hospital, 657 W. David, Morton, IL 61550, the Director of Animal & Rabies Control and the Auditor of this action.

PASSED THIS 25th DAY OF SEPTEMBER, 2013.

ATTEST:


County Clerk


County Board Chairman



Tazewell County Animal & Rabies Control Administrator Agreement

THIS AGREEMENT entered into as of the 1st day of December, 2013 by and between the County of Tazewell a body politic and corporate, (hereinafter referred to as the “County”), and Arthur Herm, D.V.M., (hereinafter referred to as “Administrator”):

WITNESSETH:

WHEREAS, Administrator is a Veterinarian licensed by the State of Illinois to engage in the practice of Veterinary Medicine; and

WHEREAS, the County and the Administrator wish to enter into an Agreement which will effectively carryout certain of the mandates set forth in the Illinois Animal Control Act, that same being ILCS 510 5/1 et seq. (1983);

NOW THEREFORE, in consideration of the hereinafter stated mutual covenants, promises, and agreement herein contained, the parties agree hereto as follows:

DEFINITIONS

Administrator is hereby hired to serve as Administrator of the Tazewell County Animal & Rabies Control program. For purposes of definition, “Administrator” means a Veterinarian licensed by the State of Illinois and who is appointed pursuant to this Act to perform the hereafter specified functions. It is contemplated by the parties hereto that the Administrator shall be responsible for the performance of certain specified function delineated here which shall be performed by Robert Marshall, Director of Tazewell County Animal & Rabies Control, who shall be considered, in accordance with the Illinois Animal Control Act, as the duly authorized representative of the Administrator of the execution and functions and purposes provided for in the Illinois Animal Control Act.

DUTIES OF THE ADMINISTRATOR

The following shall constitute the duties of the Administrator:

- A. Inspect and make examination as needed on a regular basis of animals present upon the premises and determine the degree of cleanliness of the Kennels and state of health and welfare of animals upon the premises. It is contemplated that Holidays and weekend examinations shall be done only on an emergency basis.
- B. With respect to the examination of sick and/or injured animals at the Tazewell County Animal & Rabies Control facility, the Administrator shall make recommendations for their care. The actual treatment and care may be attended to by other Animal & Rabies Control personnel where possible.

- C. Make recommendations concerning the Tazewell County Animal & Rabies Control facility medical program. Actual implementation of said recommendations shall be performed by other Animal Control personnel, where possible, under the supervision of the Administrator.
- D. Control the disposition of diseased and unclaimed animals through euthanasia. It is understood that the actual euthanization of animals may be performed by other Animal Control personnel, where possible.
- E. When the Administrator or the Animal Control Director receives information that any person has been bitten by a dog or other animal, the Administrator or his authorized representatives (Animal Control & Rabies personnel) shall have such dog or other animal confined under the observation of a licensed veterinarian for a period of ten (10) days, or as otherwise provided for by the Department of Agriculture regulations. The Administrator, or his authorized representatives, in the absence of the Administrator, shall further attend to and execute the duties as contained in Paragraph 1 of the Illinois Animal Control Act in reference to reports of bites by other dogs or other animals.
- F. Attend to the inoculation or vaccination of animals, as required by law. It is recognized by the parties that said inoculation or vaccination may be performed by other personnel of the Tazewell County Animal & Rabies Control facility.

**DUTIES AND AUTHORITY COMMITTED TO THE DIRECTOR OF
TAZEWELL COUNTY ANIMAL & RABIES CONTROL**

The Tazewell County Animal & Rabies Control Director shall have the following authority and duties:

- A. Prepare and control the Animal Control budget.
- B. Assure that the buildings and equipment at Tazewell County Animal & Rabies Control are maintained in a safe and useable condition.
- C. Enforce established procedures and laws pertaining to bite cases, rabid animals, use of County equipment, and issuance of citations for prosecution.
- D. Prepare and record data on all animal bite cases which are reported to County.
- E. Negotiate agreements with Tazewell County municipalities regarding fees for patrols and pick-up of animals.
- F. Perform clerical functions and oversee clerical functions performed by other employees, such as computer inputting, typing, filing, posting, answering animal control injuries via telephone or in person regarding tags and vaccinations.

- G. Prepare monthly bills and reports for both Animal Control activities and municipalities according to contractual agreement.
- H. Maintain and update files on wolf-mix dogs, bite cases, etc. pertaining to the issuance of vaccination papers and tags.
- I. Collect, record, issue receipts, and prepare bank deposits for all money received through Animal & Rabies Control.
- J. Implement the needs of the Animal Control Administrator.
- K. Train new employees.
- L. Administer and supervise the duties of all employees in the Animal & Rabies Control Department.
- M. Report to the County Board Chairman, as well as the Chairman of Health Services Committee regarding problems or recommendations.

INSURANCE

The Administrator agrees that he shall obtain malpractice insurance at his own expense, which shall indemnify and hold harmless both he and the County of Tazewell for any and all liability as a result of his performance under this agreement.

The Administrator further agrees that the insurance policy, referenced above, shall have an upper limit of \$300,000 per occurrence.

A Certificate of Insurance or other evidence of said insurance policy shall be filed with the Tazewell County Board Office.

TERMS OF AGREEMENT

This contract shall remain in full force and effect, unless terminated earlier, for a period of one (1) year from the date of execution hereof. At the expiration of six (6) months from the day of execution of this agreement, the parties shall review the provisions provided for hereinafter for compensation in order to make an adjustment in the amount of compensation as may be agreed to by and between the parties.

COMPENSATION

In consideration of the services to be provided by the Administrator in pursuant to this agreement, the Administrator shall be paid the sum of \$1,871.17 per month. Compensation shall be paid to the Administrator in accordance with the Tazewell County billing cycle pursuant to the Illinois Prompt Payment Act. The Administrator shall have no right, title, interest or claim to future or further payments until subsequent to the

performance of the duties provided for hereunder during the course of any month, or portion thereof.

INDEPENDENT CONTRACTOR

The parties hereto agree that the Administrator is an Independent Contractor and not an employee of Tazewell County, and nothing contained in this agreement shall constitute or designate the Administrator as an employee of the County.

ASSIGNMENT

It is the specific intent and understanding between the parties hereto that this agreement is for personal services to be supplied by the Administrator. Any attempt by the Administrator to assign the service to be rendered hereunder without the specific written consent of the County shall be considered to be and shall constitute notice to the County of termination pursuant to the paragraph herein above entitled "**TERMS OF AGREEMENT**" with the further understanding that any such assignment shall be deemed to be an immediate termination without any ten (10) day written notice needed to have given.

NOTICES

All notices required or permitted hereunder shall be in writing and shall be deemed to have been directly delivered hereunder if mailed by First Class Mail, postage fully prepaid, to the respective parties at addresses as follows:

To: Tazewell County: Chairman of the Board
 11 South Fourth Street
 Suite 432
 Pekin, IL 61554

 Animal and Rabies Control Director
 21314 Illinois Route 9
 P.O. Box 158
 Tremont, IL 61568

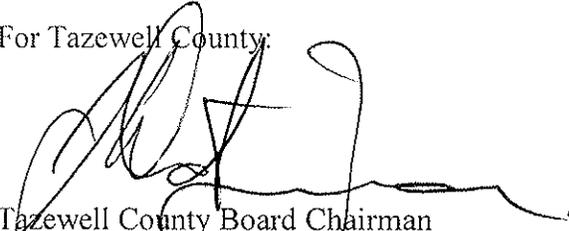
To: Administrator Arthur Herm, D.V.M.
 Morton Animal Hospital
 657 W. David Street
 Morton, IL 61550

MODIFICATION

No change or modification of this agreement shall be valid or enforceable unless the same shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first set forth.

For Tazewell County:



Tazewell County Board Chairman

Date: 9/25/13

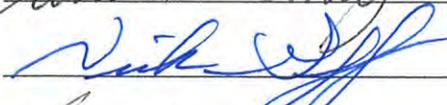
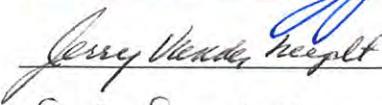
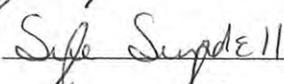
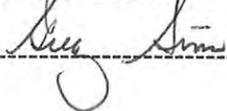
For the Administrator:

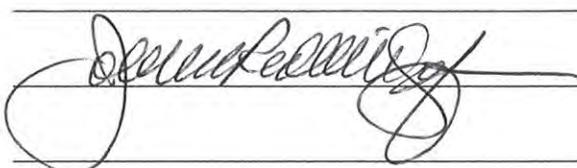
Arthur Herm, D.V.M.
Date: Arthur Herm, D.V.M.

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 City of Pekin manages an ongoing residential recycling collection program; and

WHEREAS, the Annual Recycling Grant Program underwritten by the Counties solid waste management tipping fees will allow this recycling program to continue to operate as required by the County's IEPA approved Solid Waste Management Plan; and

WHEREAS, the County Board approved a funding reduction for this Pekin program in May 2013, however, due to a change in circumstances with the permanent closing of a recycling drop off center in Pekin the funds are again needed for a residential recycling collection program to keep this waste out of landfills; and

WHEREAS, the Health Services Committee recommends to the County to approve the expenditure of \$12,740.00 to the City of Pekin which is in addition to the funds provided for the curbside recycling program in the City of Pekin.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Director of the Health Department, the Director of the Solid Waste Management Program and the Auditor of this action.

PASSED THIS 25th DAY OF SEPTEMBER, 2013.

ATTEST:


 Tazewell County Clerk


 Tazewell County Board Chairman



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217)782-2829

PAT QUINN, GOVERNOR

LISA BONNETT, DIRECTOR

SEP 11 2013

Solid Waste Enforcement Grant Program

Grantee's Name: Tazewell County Board/Tazewell County Health Department

Address: 21306 Illinois Route 9
Tremont, IL 61568-9252

FEIN Number: 37-6002170 NUMBER

FTIN Number: _____ NUMBER

LEGAL STATUS DISCLOSURE

Under penalties of perjury, I certify that 37-6002170 is my correct Federal Employer Identification Number and that _____ is my Federal Taxpayer Identification Number. I am doing business as a (please check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Real Estate Agency |
| <input type="checkbox"/> Sole Proprietorship | <input checked="" type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt Organization |
| <input type="checkbox"/> Corporation | (IRC 501(a) only) |
| <input type="checkbox"/> Not-for-Profit Corporation | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Medical and Health Care Services Provider Corporation | |

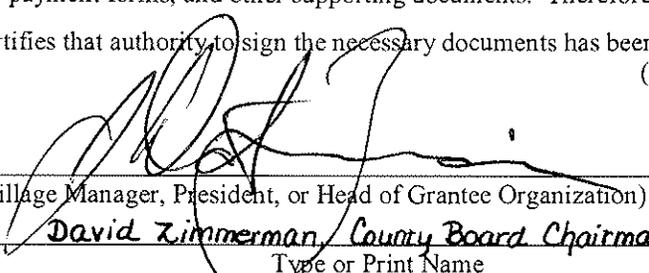
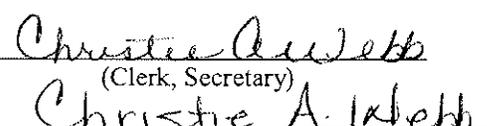
By: Amy Tippey 9/16/2013
Signature Dated
Amy Tippey, Administrator
Type or Print Name and Title

Attest: Karla J. Burress 9/16/2013
Signature Dated
Karla J. Burress, Asst. Administrator
Type or Print Name and Title

ER

MUNICIPAL WASTE MANAGEMENT GRANT AGREEMENT
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

Part I	General Information
1. Grant Type	
(X) Enforcement	
2. Award Type	
(X) Initial () Continuation	
3. Grant Amount:	
a. State Share \$64,017.61 (69%)	b. Local Share \$28,761.53 (31%)
c. Total Cost \$92,779.14 (100%)	
4. Estimated Time Frame for Grant:	
a. Beginning Date: July 1, 2013	b. Ending Date: June 30, 2014
5. Grantee/Unit of Local Government	
a. Name/Address/Telephone	b. Contact Person/Telephone
Tazewell County Board	Ms. Amy Tippey
Tazewell County Health Department	309-925-5511 or 309-477-2223
21306 Illinois Route 9	Fax: 309-925-4100
Tremont, IL 61568-9252	

Part II	Certification
1. AUTHORIZATION TO SIGN GRANT DOCUMENTS	
Application provisions for Illinois Solid Waste Enforcement grants given for the purpose of investigating citizen complaints about illegal burning and dumping and conducting inspections at permitted pollution control facilities require that the grantee authorize a representative to sign the grant agreement forms, request for payment forms, and other supporting documents. Therefore, the <u>Tazewell County Board</u> (grantee) certifies that authority to sign the necessary documents has been given to <u>Amy Tippey, Administrator</u> . (Name and title of authorized representative)	
	<u>9/25/13</u>
(Village Manager, President, or Head of Grantee Organization)	Date
<u>David Zimmerman, County Board Chairman</u>	
Type or Print Name	
Certified to be a true and accurate copy, passed and adopted on the above date:	
	<u>9/25/13</u> (SEAL)
(Clerk, Secretary)	Date
<u>Christie A. Webb</u>	
Type or Print Name	

This Agency is authorized to request this information under Ill. Rev. Stat. 1991, Ch. 111 1/2, Section 1022.15(g) [415 ILCS 5/22.15(g)]. This form has been approved by the Forms Management Center.

5. ACCEPTANCE OF GRANT AWARD

I, the undersigned being duly authorized to take such action, as evidenced by the above certification (#1), do hereby accept this offer and agree to all terms and conditions, including the Special Conditions, General Conditions (35 Ill. Adm. Code Part 871), Certifications, and the terms specified in the letter of transmittal, attached hereto and included herein by reference and also agree that the grant funds awarded will be used solely for reimbursement of expenses associated with the purposes of the project described in the attached fact sheet and grant application and approved by the Illinois Environmental Protection Agency. Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available sufficient funds for this agreement. The grantee agrees to abide by the commitments and schedule set forth in the attached grant application, including the submittal of quarterly requests for payment and quarterly progress reports showing expenditures of the related grant funds.

This is to certify to the best of my knowledge and belief that the grant cost summary data are complete, current, and accurate, and that the financial management capability exists to fully and accurately account for the financial transactions under this award. I further certify that I understand that the grant award may be subject to downward renegotiation and/or recoupment where the above cost summary information has been determined, as a result of audit or review, not to have been complete, current and accurate as of the date below.

I hereby certify under oath that all information in this grant agreement is true and correct to the best of my knowledge, information and belief. In addition, I certify under oath that the funds shall be used only for the purposes described in the grant agreement and that the award of grant funds is conditioned upon such certification.

Evelyn Neavear
Signature
Evelyn Neavear
Type or Print Name
Director of Environmental
(Title) Health

9/16/13
Date

Part III	Grant Budget
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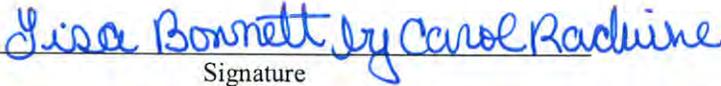
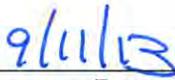
<u>Total Eligible Project Cost Category</u>	<u>Grant Costs</u>	<u>Maximum State Share – 69.00%</u>
1. Direct Labor Costs	\$87,905.07	\$60,654.50
2. Indirect Costs	\$918.61	\$ 633.84
3. Other Direct Costs	\$3,955.46	\$2,729.27
4. Sub-Agreements	\$ 0.00	\$ 0.00
5. Total Project Cost	\$92,779.14	\$64,017.61

The complete grant cost summary outlining permissible expenditures in the broad categories of direct labor, indirect costs, other direct costs and sub-agreements is contained in the attached application, dated February 28, 2013. Requests for payment shall be submitted on a quarterly basis. The final request for payment will be submitted 30 days following the end of the quarter of the end of the grant year. Any other expenses occurred after that point will remain unpaid, and revert back to the Agency's funding source for use for other programs. All funds remaining at the end of the grant agreement or at the expiration of the period of time grant funds are available for expenditure or obligation by the grantee shall be returned to the State within 45 days, if applicable.

Part IV	Offer from the Illinois EPA
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The Director of the Illinois Environmental Protection Agency, in accordance with the authority provided under the Illinois Environmental Protection Act, and in the appropriation by the General Assembly made pursuant therein, hereby offers to make a State of Illinois Grant to the applicant up to and not exceeding the above specified amount for the support of the efforts contained in the attached grant application, dated February 28, 2013.

This Grant Offer is subject to all applicable State and Federal statutory provisions, State regulations, 35 Ill. Adm. Code Parts 870 and 871, and the terms specified in the letter of transmittal, attached hereto and incorporated by reference. In addition, it is agreed that the Illinois Environmental Protection Agency, the Auditor General or the Attorney General has the right to inspect and audit any books, records or papers relating to the program, project or use for which grant funds were provided.

Signature
Date

Lisa Bonnett
 Type or Print Name
Director
 Title

This offer must be accepted, if at all, by OCT 26 2013 (on or before 45 days after the IEPA Director's signature, as required in 35 Ill. Adm. Code 870.206(b)).

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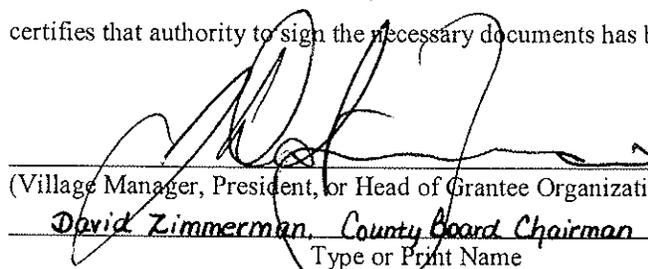
MUNICIPAL WASTE MANAGEMENT GRANT AGREEMENT
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

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2. Award Type	
(X) Initial () Continuation	
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a. Beginning Date: July 1, 2013	b. Ending Date: June 30, 2014
5. Grantee/Unit of Local Government	
a. Name/Address/Telephone	b. Contact Person/Telephone
Tazewell County Board Tazewell County Health Department 21306 Illinois Route 9 Tremont, IL 61568-9252	Ms. Amy Tippey 309-925-5511 or 309-477-2223 Fax: 309-925-4100

Part II	Certification
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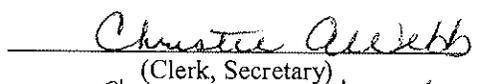
1. AUTHORIZATION TO SIGN GRANT DOCUMENTS

Application provisions for Illinois Solid Waste Enforcement grants given for the purpose of investigating citizen complaints about illegal burning and dumping and conducting inspections at permitted pollution control facilities require that the grantee authorize a representative to sign the grant agreement forms, request for payment forms, and other supporting documents. Therefore, the Tazewell County Board (grantee) certifies that authority to sign the necessary documents has been given to Amy Tippey, Administrator.
(Name and title of authorized representative)



(Village Manager, President, or Head of Grantee Organization) Date 9/25/13
David Zimmerman, County Board Chairman
Type or Print Name

Certified to be a true and accurate copy, passed and adopted on the above date:



(Clerk, Secretary) Date 9/25/13 (SEAL)
Christie A. Webb
Type or Print Name

This Agency is authorized to request this information under Ill. Rev. Stat. 1991, Ch. 111 1/2, Section 1022.15(g) [415 ILCS 5/22.15(g)]. This form has been approved by the Forms Management Center.

2. REVIEW OR AUDIT OF GRANTEE ACCOUNTS

If any federal or state agency has performed a review or audit of your accounts or records in connection with any other federal or state grant or contract within the past twelve months, please list and attach a copy of such document to this grant agreement.

a. Reviewing Agency Date of Review or Audit

b. Reviewing Agency Date of Review or Audit

c. Reviewing Agency Date of Review or Audit

3. CERTIFICATION REGARDING GRANT LIMITATIONS AND AVAILABILITY OF LOCAL SHARE

The grantee certifies that the requirements for the municipal waste grant have been reviewed and that the grantee has or will obtain the legal, institutional, managerial, financial and engineering capability to ensure completion of all investigation and inspection activities required to meet the grant provisions described in the attached grant application and fact sheet. The grantee also certifies that no law pertaining to fraud, bribery, graft, kickbacks, collusion, or conflict of interest has been violated or other unlawful or corrupt practice has taken place relating to or in connection with this solid waste grant award, or work to be funded by this grant award.

The grantee hereby certifies that the local portion of the grant amount, as detailed in the attached grant cost summary, is available for commitment to this project. All local funds must be in the form of cash or certification of local in kind commitment from the applicant or other governmental agencies. In addition, the grantee hereby agrees to pay the local portion of the grant amount.

4. By accepting this award, the grantee hereby agrees to assume the entire risk, responsibility and liability for any and all loss or damage to property owned by the grantee, the Agency or third persons, any injury to or death of any persons (including employees of the grantee) caused by, arising out of, or occurring in connection with the execution of any work, contract or subcontract arising out of this grant award, and the grantee shall indemnify, save harmless and defend the State of Illinois and the Agency from all claims for any such loss, damage, injury or death whether caused by the negligence of the State of Illinois, the Agency, their agents or employees or otherwise consistent with the provisions of "An Act in relation to indemnity in certain contracts" (Ill. Rev. Stat. 1991, Ch. 29, par. 61 et seq.) [740 ILCS 35/1 et seq.]. The grantee shall also require that any and all contractors or subcontractors engaged by the grantee shall agree in writing that they shall look solely to the grantee for performance of such contract or satisfaction of any and all claims arising there under.

5. ACCEPTANCE OF GRANT AWARD

I, the undersigned being duly authorized to take such action, as evidenced by the above certification (#1), do hereby accept this offer and agree to all terms and conditions, including the Special Conditions, General Conditions (35 Ill. Adm. Code Part 871), Certifications, and the terms specified in the letter of transmittal, attached hereto and included herein by reference and also agree that the grant funds awarded will be used solely for reimbursement of expenses associated with the purposes of the project described in the attached fact sheet and grant application and approved by the Illinois Environmental Protection Agency. Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available sufficient funds for this agreement. The grantee agrees to abide by the commitments and schedule set forth in the attached grant application, including the submittal of quarterly requests for payment and quarterly progress reports showing expenditures of the related grant funds.

This is to certify to the best of my knowledge and belief that the grant cost summary data are complete, current, and accurate, and that the financial management capability exists to fully and accurately account for the financial transactions under this award. I further certify that I understand that the grant award may be subject to downward renegotiation and/or recoupment where the above cost summary information has been determined, as a result of audit or review, not to have been complete, current and accurate as of the date below.

I hereby certify under oath that all information in this grant agreement is true and correct to the best of my knowledge, information and belief. In addition, I certify under oath that the funds shall be used only for the purposes described in the grant agreement and that the award of grant funds is conditioned upon such certification.

Evelyn Neavear
Signature
EVELYN Neavear
Type or Print Name
Director of Environmental Health
(Title)
9/16/13
Date

Part III	Grant Budget
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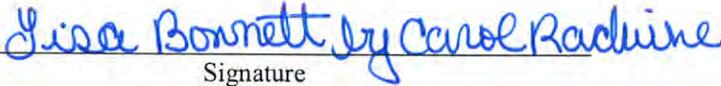
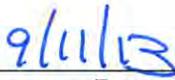
<u>Total Eligible Project Cost Category</u>	<u>Grant Costs</u>	<u>Maximum State Share – 69.00%</u>
1. Direct Labor Costs	\$87,905.07	\$60,654.50
2. Indirect Costs	\$918.61	\$ 633.84
3. Other Direct Costs	\$3,955.46	\$2,729.27
4. Sub-Agreements	\$ 0.00	\$ 0.00
5. Total Project Cost	\$92,779.14	\$64,017.61

The complete grant cost summary outlining permissible expenditures in the broad categories of direct labor, indirect costs, other direct costs and sub-agreements is contained in the attached application, dated February 28, 2013. Requests for payment shall be submitted on a quarterly basis. The final request for payment will be submitted 30 days following the end of the quarter of the end of the grant year. Any other expenses occurred after that point will remain unpaid, and revert back to the Agency's funding source for use for other programs. All funds remaining at the end of the grant agreement or at the expiration of the period of time grant funds are available for expenditure or obligation by the grantee shall be returned to the State within 45 days, if applicable.

Part IV	Offer from the Illinois EPA
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The Director of the Illinois Environmental Protection Agency, in accordance with the authority provided under the Illinois Environmental Protection Act, and in the appropriation by the General Assembly made pursuant therein, hereby offers to make a State of Illinois Grant to the applicant up to and not exceeding the above specified amount for the support of the efforts contained in the attached grant application, dated February 28, 2013.

This Grant Offer is subject to all applicable State and Federal statutory provisions, State regulations, 35 Ill. Adm. Code Parts 870 and 871, and the terms specified in the letter of transmittal, attached hereto and incorporated by reference. In addition, it is agreed that the Illinois Environmental Protection Agency, the Auditor General or the Attorney General has the right to inspect and audit any books, records or papers relating to the program, project or use for which grant funds were provided.

Signature
Date

Lisa Bonnett
 Type or Print Name
Director
 Title

This offer must be accepted, if at all, by OCT 26 2013 (on or before 45 days after the IEPA Director's signature, as required in 35 Ill. Adm. Code 870.206(b)).

ER:\2014grtagmnt.docx

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:

Jim Donahue

[Signature]

Russell E. M... ..

Jerry Vander ...

[Signature]

[Signature]

RESOLUTION

WHEREAS, the County's Property Committee recommends to the County Board to accept the low bid from Golf Green for the landscape improvements at the Courthouse for FY14; and

WHEREAS, this project will be completed in FY14 after the installation of the irrigation system in FY13; and

WHEREAS, the project will be at a cost not to exceed \$24,180.00 and will be contingent on funds being allocated for this project.

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

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

PASSED THIS 25th DAY OF SEPTEMBER, 2013.

ATTEST:

Christie A. Webb

County Clerk

[Signature]

County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

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

Nickoff

Carol Crab

Jim Donahue

Steph...

Monica Connitt

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize Budget Line Transfers for the Veteran's Assistance Commission (VAC):

- Transfer \$1,519.00 from VAC Contingency Line Item (208-422-566-000) to Food Line Item (208-422-522-040); and
- Transfer \$300.00 from Emergency Line Item (208-422-533-970) to Mileage Line Item (208-422-533-300); and

WHEREAS, the transfer of funds is needed to purchase additional inventory for the food pantry and to cover mileage reimbursement for staff which exceeded budget due to the increase of Veterans in need of transportation to health care and job fairs.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Superintendent of Veteran's Assistance Commission and the Auditor of this action.

PASSED THIS 25th DAY OF SEPTEMBER, 2013.

ATTEST:

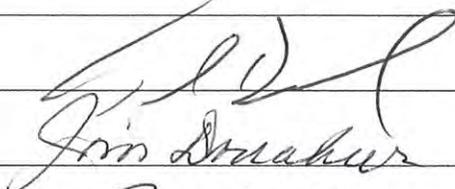
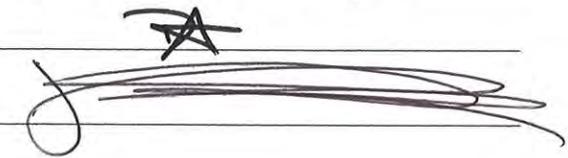
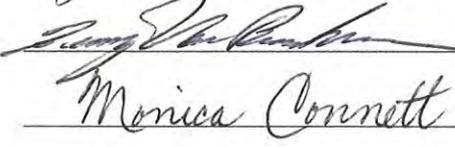
Christie A. Webb
 County Clerk

Bob...
 County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize a Budget Line Transfer for Community Development;

Transfer \$600.00 from Legal Notices Line Item (100-161-533-400) to the Vehicle Maintenance Line Item (100-161-533-700); and

WHEREAS, the transfer of funds is needed due to unanticipated expenses for the Department vehicle.

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

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

PASSED THIS 25th DAY OF SEPTEMBER, 2013.

ATTEST:


County Clerk


County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

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

Carroll Dubs

★

Jim Donahue

Monica Connell

RESOLUTION

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

Transfer \$10,000.00 from Copy Machine Supplies Line Item (100-913-522-320) to Copy Machine Maintenance/usage Line Item (100-913-533-320); and

WHEREAS, the transfer of funds is needed to cover the cost of additional copier machines installed in various offices and the high volume of colored copies.

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

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

PASSED THIS 25th DAY OF SEPTEMBER, 2013.

ATTEST:

Christie A. Webb

County Clerk

Bob Jones

County Board Chairman

COMMITTEE REPORT

F-13-30

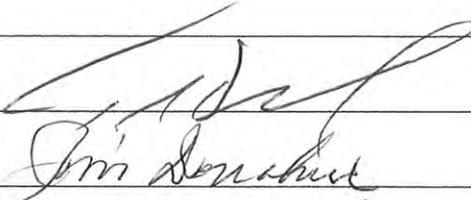
Mr. Chairman and Members of the Tazewell County Board:

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









Jim Donohue



Tom Buchanan

Monica Connitt

RESOLUTION

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

Transfer \$78,012.00 from Pekin Landfill Line Item (100-913-533-912) to Capitol Projects Line Item (100-181-544-100)

WHEREAS, the transfer of funds is needed to fund the contract that will provide internet connectivity to the Tremont campus.

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

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

PASSED THIS 25th DAY OF SEPTEMBER, 2013.

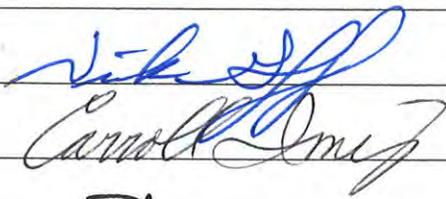
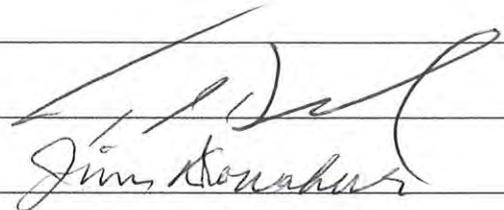
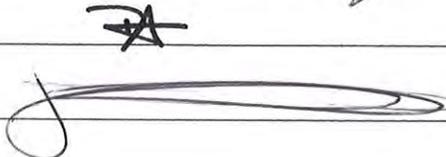
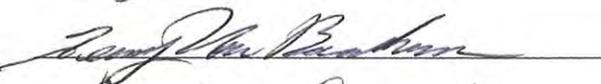
ATTEST:


County Clerk


County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize Line Item Transfer for the County Highway Department:

Transfer \$1,700.00 from Engineering Consultant Line Item (202-311-533-150) to Highway Maintenance Line Item (202-311-533-740)

WHEREAS, the transfer is needed due to a monthly cell service increase as well as an increase in random drug and alcohol testing.

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

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

PASSED THIS 25th DAY OF SEPTEMBER, 2013

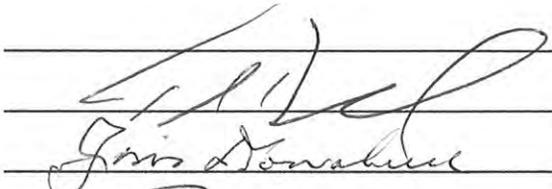
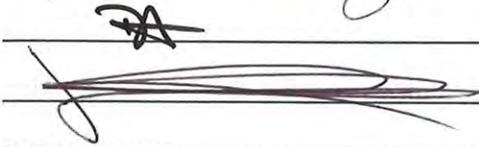
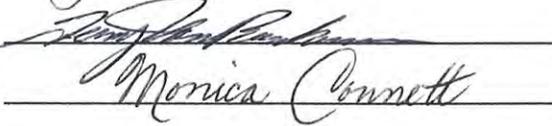
ATTEST:


Tazewell County Clerk


Tazewell County Board Chairman

Mr. Chairman and Members of the County Board:

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

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to approve the amendment to the FY14 Final Budget for Tazewell County that has been considered by the Property Committee; and

WHEREAS, the amendment is identified by line item in Property Resolution P-13-31; and

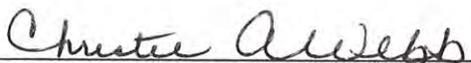
WHEREAS, the amendment to the budget for this request results in an increase of \$19,049.00.

THEREFORE BE IT RESOLVED that the Finance Committee approve this recommendation to amend the Final Budget for FY14.

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

PASSED THIS 25th DAY OF SEPTEMBER, 2013.

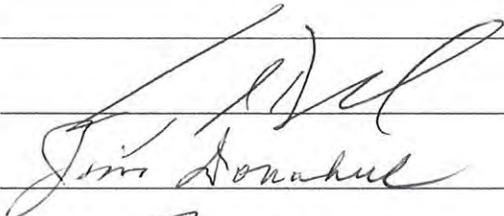
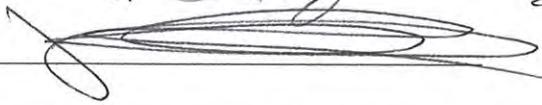
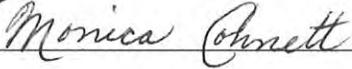
ATTEST:


County Clerk


County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to approve the Auditor to pay the October, November and December 2013 bills.

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

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

PASSED THIS 25th DAY OF SEPTEMBER, 2013.

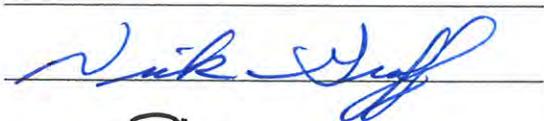
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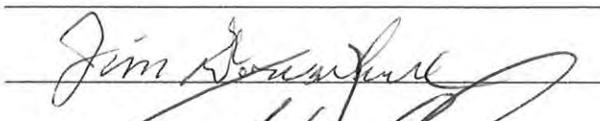

County Clerk


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:

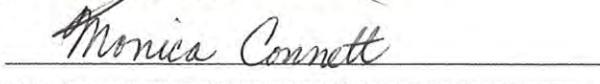












RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve the premium costs for Tazewell County Employee Health, Life and Dental for FY 2014 for all full-time non-union employees, and all full-time employees covered by the terms of the P.B.L.C. and F.O.P. Collective Bargaining Agreements, in accordance with the below schedule and will be effective in December 2013; and

WHEREAS, this premium schedule remains unchanged from FY13:

TYPE	FY14 Total Premium	FY14 County	FY14 Employee	FY14 Pay Period
Employee Health	758.10	603.06	155.04	77.52
Medical Reimbursement	446.88	410.40	36.48	18.24
Family Med. Reimburse.	264.48	228.00	36.48	18.24
Maxi Care	519.84	464.55	55.29	27.65
Maxi Care Dependent	523.26	253.65	269.61	134.81
Dependent –No Spouse	526.68	300.96	225.72	112.86
Dependent Health	660.06	364.23	295.86	147.92
Medicare	247.38	-	247.38	123.69
Dependent Medicare	247.38	-	247.38	123.69
25K Life	5.28	5.28	-	-
Dental	22.80	22.80	-	-
Dependent Dental	53.58	7.98	45.60	22.80
Employee Optical	14.25	14.25	-	-

WHEREAS, employees qualifying for and purchasing the employee health benefit (full single coverage) who are non-tobacco users will receive an eight dollar (\$8) reduction in their monthly premiums; and

WHEREAS, employees qualifying for and purchasing the employee health benefit (full single coverage) who participate in a County-sponsored Health Risk Assessment program will receive a five dollar (\$5) reduction in their monthly premiums as soon as administratively feasible; and

THEREFORE BE IT RESOLVED by the County Board that the Tazewell County Employee Health, Life and Dental premiums for FY 2014 be approved.

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

PASSED THIS 25th DAY OF SEPTEMBER, 2013.

ATTEST:



County Clerk

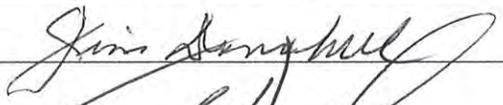
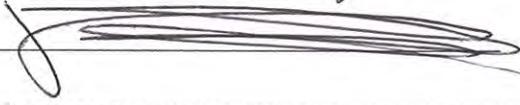
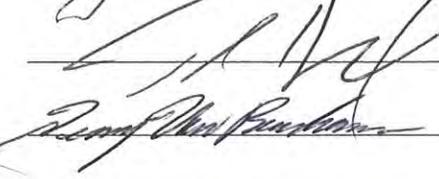


County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to County Board to approve the creation of a Circuit Clerk Compliance Officer; and

WHEREAS, the Position Evaluation Committee reviewed the Position Summary and Recommendation on September 06, 2013 and has recommended that this is a new position that needs to be filled; and

WHEREAS, the Circuit Clerk Compliance Office will be a newly created position that is a non-exempt union position Grade 9 with a hiring range of \$12.450 - \$12.933 per hour; and

THEREFORE BE IT RESOLVED by the County Board that the Circuit Clerk be authorized to hire two Circuit Clerk Compliance Officers.

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

PASSED THIS 25th DAY OF SEPTEMBER, 2013

ATTEST:


County Clerk


County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

Vicki Jeff

~~★~~
Carroll Innes

[Signature]

[Signature]

Monica Connett

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to County Board to approve the elimination of an Administrative Assistant Position and the creation of a Clerical/Receptionist Position at the Regional Office of Education; and

WHEREAS, the Position Evaluation Committee reviewed the Position Summary and Recommendation on September 06, 2013 and has recommended this reclassification; and

WHEREAS, the Clerical/Receptionist Position will be a non-exempt non-union position at a Grade 3.

THEREFORE BE IT RESOLVED by the County Board this recommendation be approve.

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

PASSED THIS 25th DAY OF SEPTEMBER, 2013

ATTEST:

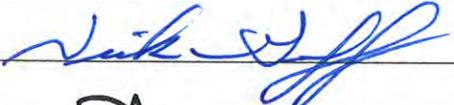
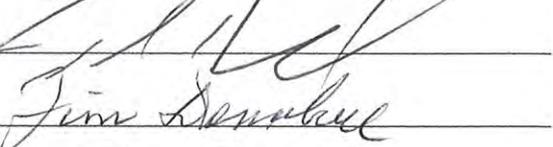
Christie Alesso
County Clerk

[Signature]
County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to County Board to approve the creation of a Plans Reviewer/Inspector Coordinator in the Community Development office; and

WHEREAS, the Position Evaluation Committee reviewed the Position Summary and Recommendation on September 06, 2013 and has recommended that this new position will replace an existing position within the Department that is currently entitled Field Inspector; and

WHEREAS, the Plans Reviewer/Inspector Coordinator will be a non-exempt non union position at a Grade 10.

THEREFORE BE IT RESOLVED by the County Board this recommendation be approved.

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

PASSED THIS 25th DAY OF SEPTEMBER, 2013

ATTEST:

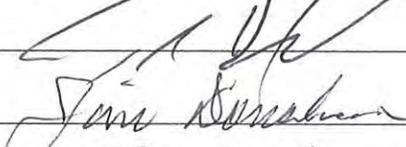

County Clerk


County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to County Board to approve the creation of a Part Time Plumbing Inspector in the Community Development office; and

WHEREAS, the Position Evaluation Committee reviewed the Position Summary and Recommendation on September 06, 2013 and has recommended that this is a position that will need to be filled; and

WHEREAS, the Part Time Plumbing Inspector will be a non exempt non union position at a Grade 6.

THEREFORE BE IT RESOLVED by the County Board this recommendation be approved.

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

PASSED THIS 25th DAY OF SEPTEMBER, 2013

ATTEST:

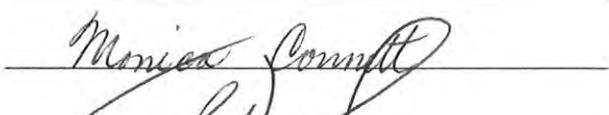
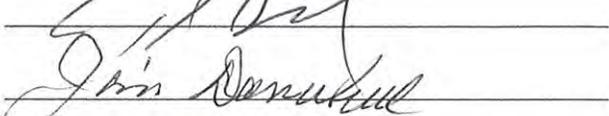

County Clerk


County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to County Board to approve the creation of a Building Inspector/Code Enforcement in the Community Development office; and

WHEREAS, the Position Evaluation Committee reviewed the Position Summary and Recommendation on September 06, 2013 and has recommended that this is a position that will need to be filled; and

WHEREAS, the Building Inspector/Code Enforcement will be a non exempt non union position with a Grade 7.

THEREFORE BE IT RESOLVED by the County Board this recommendation be approved.

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

PASSED THIS 25th DAY OF SEPTEMBER, 2013

ATTEST:

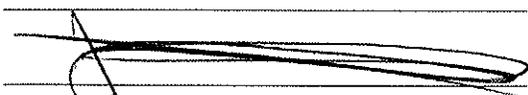
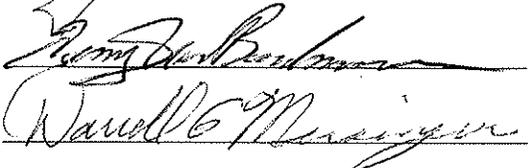

County Clerk


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-13-02; and

WHEREAS, the County's Worker's Compensation Third Party Administrator Gallagher Bassett has recommended the settlement of WC-13-02 to the Risk Management Committee for an amount not to exceed \$38,937.00.

THEREFORE BE IT RESOLVED that the County Board concurs with the Risk Management Committee and grants settlement authority for case WC-13-02 for an amount not to exceed \$39,937.00.

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

PASSED THIS 25th DAY OF SEPTEMBER, 2013.

ATTEST:


County Clerk


County Board Chairman

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:

Ray Canyon

Russell M. Messinger

Ray Sin
Carroll Jones

Jim Donahoe

Ray [unclear]
A

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve a request from the Village of Deer Creek for the County to waive its Tax Increment Financing District reimbursement of \$6,522.56; and

WHEREAS, by waiving the reimbursement, the Village of Deer Creek will retain the funds and use them for economic development activities with its TIF District.

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

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, James Hackney, Village President, Village of Deer Creek, P.O. Box 38, Deer Creek, IL 61733 and the Auditor of this action.

PASSED THIS 25th DAY OF SEPTEMBER, 2013.

ATTEST:

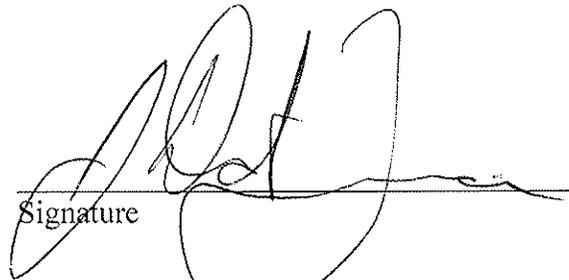
Christie A. Webb
County Clerk

[Signature]
County Board Chairman

Village of Deer Creek

P.O. Box 38
Deer Creek, IL 61733
Phone or Fax 309-447-6749
www.deercreekillinois.org

The undersigned entity does hereby AGREE to a WAIVER OF FUNDS generated by the Village of Deer Creek Tax Increment Financing District in the amount of \$6,522.56. These funds would be payable if there was a signed intergovernmental agreement between this taxing body and the Village of Deer Creek. There being no such agreement in place at this time, this waiver is authorized for the tax year 2012 payable in the year 2013.



Signature

David Zimmerman

Printed Name

Tazewell County Board Chairman

Position

Tazewell County

Taxing Body

09.25.13

Date



James Hackney, Village President
P.O. Box 38
Deer Creek, IL 61733
Phone or Fax: 309-447-6749
www.deercreekillinois.org

September 5, 2013

Chairman and Board
Tazewell County
334 Elizabeth Street Ste 50-OPO
Pekin, IL 61554

Dear Chairman and Board:

The Village of Deer Creek, Illinois, with regard to its TIF District, is calling a meeting of the Joint Review Board for October 15, 2013.

According to the Illinois Municipal Code, "Tax Allocation Redevelopment Act," 65ILCS 5/11-74.4-5(b), the Joint Review Board shall consist of a representative selected by each community college district, local community unit school district, library district, township, fire protection district, the county that has authority to directly levy taxes on the property within the redevelopment project area, a representative selected by the municipality and a public member.

Since your taxing district is included in this provision, you are invited to be represented at the meeting of this Board at 6:45 p.m. Tuesday, October 15, 2013. This Board will be convened at the Deer Creek Village Hall, 101 W. First Avenue, Deer Creek, Illinois.

The purpose of this meeting of the Joint Review Board is to review the effectiveness and status of the redevelopment project area.

Please contact me at (309) 447-6749 to give notice of your intention to be represented at this meeting.

Sincerely,

Lori Lewis
Village Clerk

Village of Deer Creek

101 W. First Ave.
P.O. Box 38
Deer Creek, IL 61733
Phone or Fax 309-447-6749

Joint Review Board
Tuesday October 15, 2013
6:45 p.m.

Agenda

1. Roll Call.
 - a. Dee-Mack CUSD #701 present by:
 - b. Deer Creek Fire Protection present by :
 - c. IL Central College present by:
 - d. Deer Creek Township present by:
 - e. Deer Creek District Library present by:
 - f. Tazewell County present by:
 - g. Village of Deer Creek present by:
 - h. Village member present by:

2. Appointment of Recording Secretary.

3. Approval of minutes from October 16, 2012.

4. Annual Report from Village of Deer Creek concerning the Tax Increment Financing District including the effectiveness of the Tax Increments Financing District and the status of the re-development project area.

5. Public questions concerning the Deer Creek TIF District.

6. Schedule meeting date and location for next year. (on or before October 21, 2014)

7. Adjournment.

Village of Deer Creek

P.O. Box 38
Deer Creek, IL 61733

Tuesday October 16, 2012
Joint Review Board Hearing

The Joint Review Board Hearing of the Tax Increment Financing District for the Village of Deer Creek was held at the Deer Creek Village Hall. Village President Jim Hackney called this meeting to order at 6:48 p.m.

Members present on the sign-in sheet were:

Scott Dearman-Dee-Mack CUSD #701

Tony Berardi, Phil Calhoun, Karl Eschelbach, Grant Hackney, Mark Rich-Trustees for the Village

Mary Eschelbach-village member

James Hackney-Village President

Lori Lewis-Village Clerk

(Others present listed on sign-in sheet attached.)

The first item of business was the appointment of a recording secretary.

Village President Jim Hackney appointed Clerk Lori Lewis as Recording Secretary.

Grant Hackney moved and Phil Calhoun seconded the motion to approve the minutes of the October 18, 2011 Joint Review Board Hearing as submitted.

The motion was unanimously approved and the motion carried.

The next item for discussion was the Annual Report from the Village of Deer Creek concerning the Tax Increment Financing District including the effectiveness of the TIF District and the status of the re-development project area. No comments were received.

Mark Rich moved and Tony Berardi seconded the motion to approve the Annual Report as presented.

The motion was unanimously approved and the motion carried.

No public questions or comments were heard.

The next hearing of the Joint Review Board was scheduled for October 15, 2013 at 6:45 p.m.

There being no further business to discuss, Karl Eschelbach moved and Phil Calhoun seconded the motion to adjourn.

The motion was unanimously approved and the hearing adjourned at 6:56 p.m.

Respectfully Submitted,



Lori Lewis
Village Clerk

Motion by member Imig, Second by member B. Grimm to Approve Appointments/Reappointments. Motion Carried by Voice Vote.

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 Central Illinois Agency on Aging for a term commencing October 01, 2013 and expiring September 30, 2016.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Jerry Vanderheydt to the Central Illinois Agency on Aging and we recommend said reappointment be approved.

David Zimmerman

John S. ...

...

David Zimmerman

...

...

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Jerry Vanderheydt to the Central Illinois Agency on Aging.

The County Clerk shall notify the County Board Office and the County Board Office will notify the Central Illinois Agency on Aging at 700 Hamilton Boulevard. Peoria, IL 61603 of this action.

PASSED THIS 25th DAY OF SEPTEMBER, 2013.

ATTEST:

Christie A. Webb
Tazewell County Clerk

David Zimmerman
Tazewell County Board Chairman

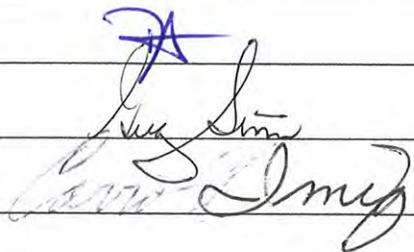
REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Brian Frank, who resides at 7356 Mason Road, Manito, IL 61546, to the Mackinaw River Levee & Drainage District No. 1 for a term commencing September 01, 2013 and expiring September 06, 2016.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

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





RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Brian Frank to the Mackinaw River Levee & Drainage District No. 1.

The County Clerk shall notify the County Board Office and the County Board Office will notify Attorney Louis Miller, PO Box 669, Pekin, IL 61554 of this action.

PASSED THIS 25th DAY OF SEPTEMBER, 2013.

ATTEST:



Tazewell County Clerk



Tazewell County Board Chairman

The County Board directed the Community Development Administrator to require that Mr. Trapp obtain a permit and complete the fence prior to issuance of any permits for construction of any additional buildings.

Motion by member Hillegonds, Second by member Palmer to
Approve Resolution 1. Carried by Voice Vote.

**REPORT OF THE
LAND USE COMMITTEE OF THE
TAZEWELL COUNTY BOARD**

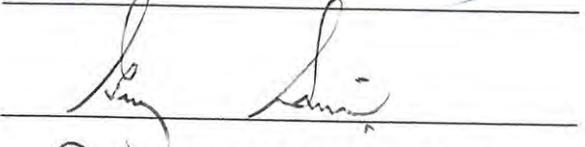
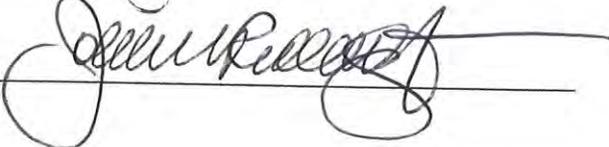
TO THE HONORABLE BOARD OF TAZEWELL COUNTY:

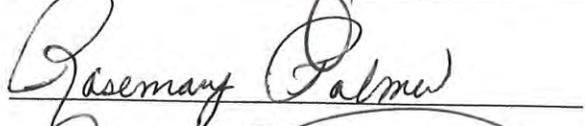
Your Committee of Land Use beg leave to report that they have examined the proposed Ordinance to grant a Special Use under the provisions of Title 7, Chapter 1, Zoning (As adopted January 1, 1998) of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance, said report being made after a public hearing on said proposed Ordinance, and including a findings of fact thereon as provided by law, your said Committee recommends that **LU-13-08, CASE NO. 13-29-Z** be referred back to the Zoning Board of Appeals for new evidence.

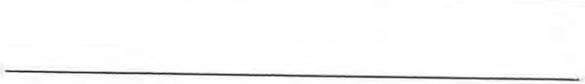
As presented this 10th day of September, 2013.

Case No. 13-29-Z: Ray Trapp

All of Which is
Respectfully Submitted,



**AN ORDINANCE AMENDING TITLE 7,
CHAPTER 1, ZONING-CODE OF TAZEWELL COUNTY
ON PETITION OF RAY TRAPP**

(Zoning Board Case No. 13-29-Z)

WHEREAS, a petition has been filed with the County Clerk of Tazewell County, Illinois, By Ray Trapp for an Amendment to the Official Zoning Maps of Tazewell County to change the Zoning Classification of property from an R-1 Low Density Residential District to a C-2 General Business Commercial Zoning District; and

WHEREAS, a public hearing on said application designated as Zoning Board Case No. 13-29-Z as held by the Tazewell County Zoning Board of Appeals on September 4, 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 designates the subject area as commercial.

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 poses 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 commercial development adjacent to existing commercial development and US Route 24.

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

POSITIVE. Given its proximity to US Route 24, the subject property is not suitable for residential development.

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 commercial 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. The recent trend in the immediate area has been toward commercial development along US Route 24.

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.

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 within 1.5 miles of Washington, which has 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 R-1 is negligible as compared to the hardship imposed upon the 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:

- o Provide sufficient land to accommodate new residents and businesses in accordance with the Comprehensive Plan.

- o Locate new development contiguous to existing development to aid police and fire protection.
- o Avoid leapfrog development and isolated land development to preserve contiguous tracts of productive agricultural land.
- o Minimize conflict between land uses.
- o Encourage the reuse of vacant properties for new and existing businesses.

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 Ray Trapp for an Amendment to the Official Zoning Maps of Tazewell County to change the Zoning Classification of property from an R-1 Low Density Residential District to a C-2 General Business Commercial Zoning District for the following described property:

Current Owner of Property: Community Bible Church, 103 S. Elm, Ste. 302, Washington, Illinois 61571

P.I.N. 02-02-16-101-009; an approximate 3.76 acre parcel located in part of the Northwest Quarter of the Northwest Quarter of Section 16, Township 26 North, Range 3 West of the Third Principal Meridian, Washington Township, Tazewell County, Illinois;

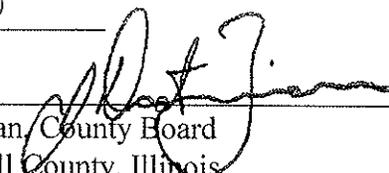
located immediately East and adjacent to 25230 Spring Creek Road, Washington, Illinois.

is hereby granted.

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

PASSED AND ADOPTED this 25th day of Sept, 2013.

Ayes 21 Nays 0 Absent 0



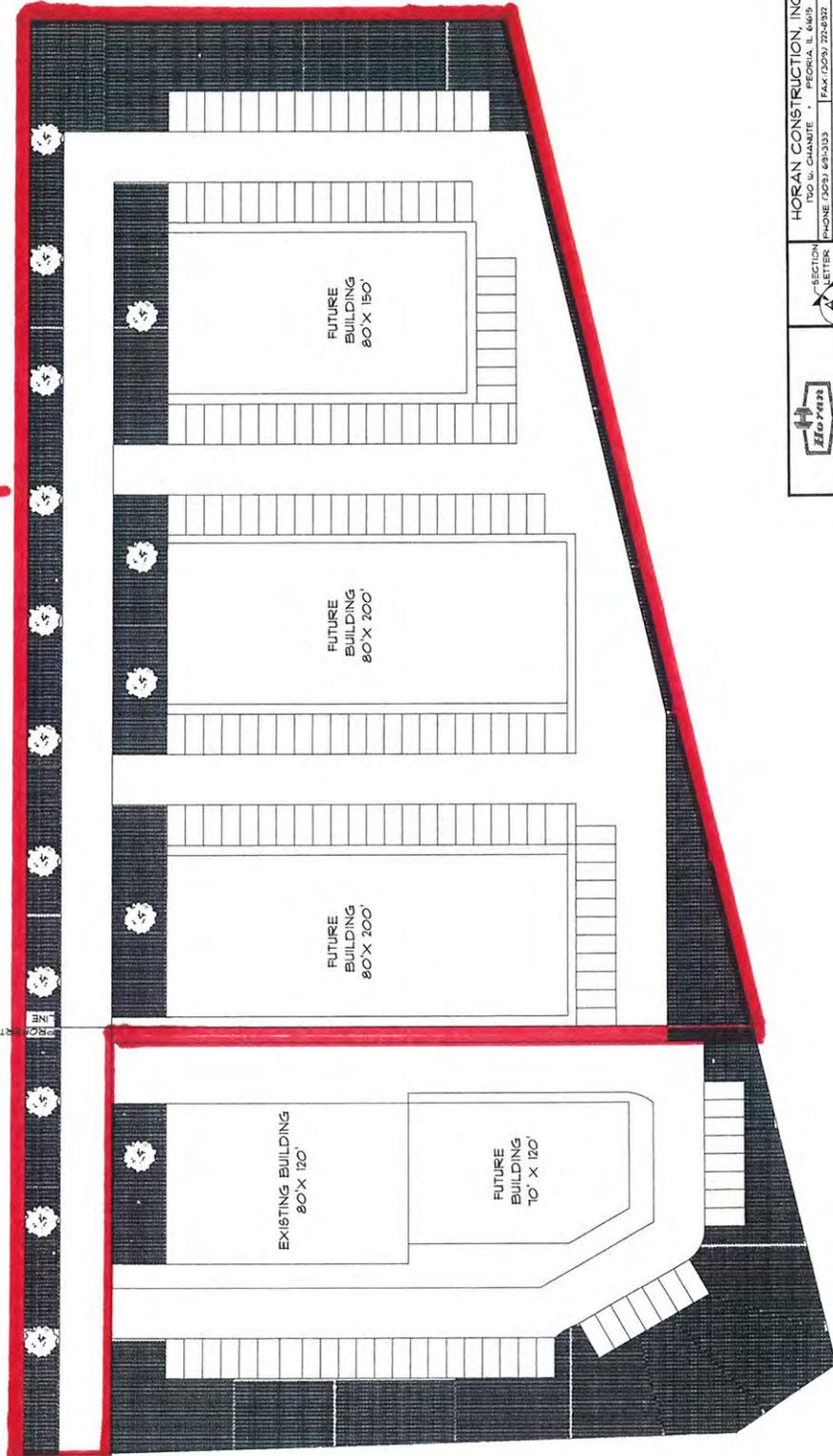
 Chairman, County Board
 Tazewell County, Illinois

ATTEST:



 County Clerk
 Tazewell County, Illinois

Proposed →



	SECTION	HORAN CONSTRUCTION, INC.
	LETTER	110 W. CHANITE • PEORIA, IL 61615
DATE	PHONE (309) 693-1333	FAX (309) 722-9332
SCALE	DRAWN BY: K.K. CZECHOWSKI	
DATE	PROJECT: TRAPP DEVELOPMENT	
	LOCATION: WASHINGTON, IL	

EXHIBIT A

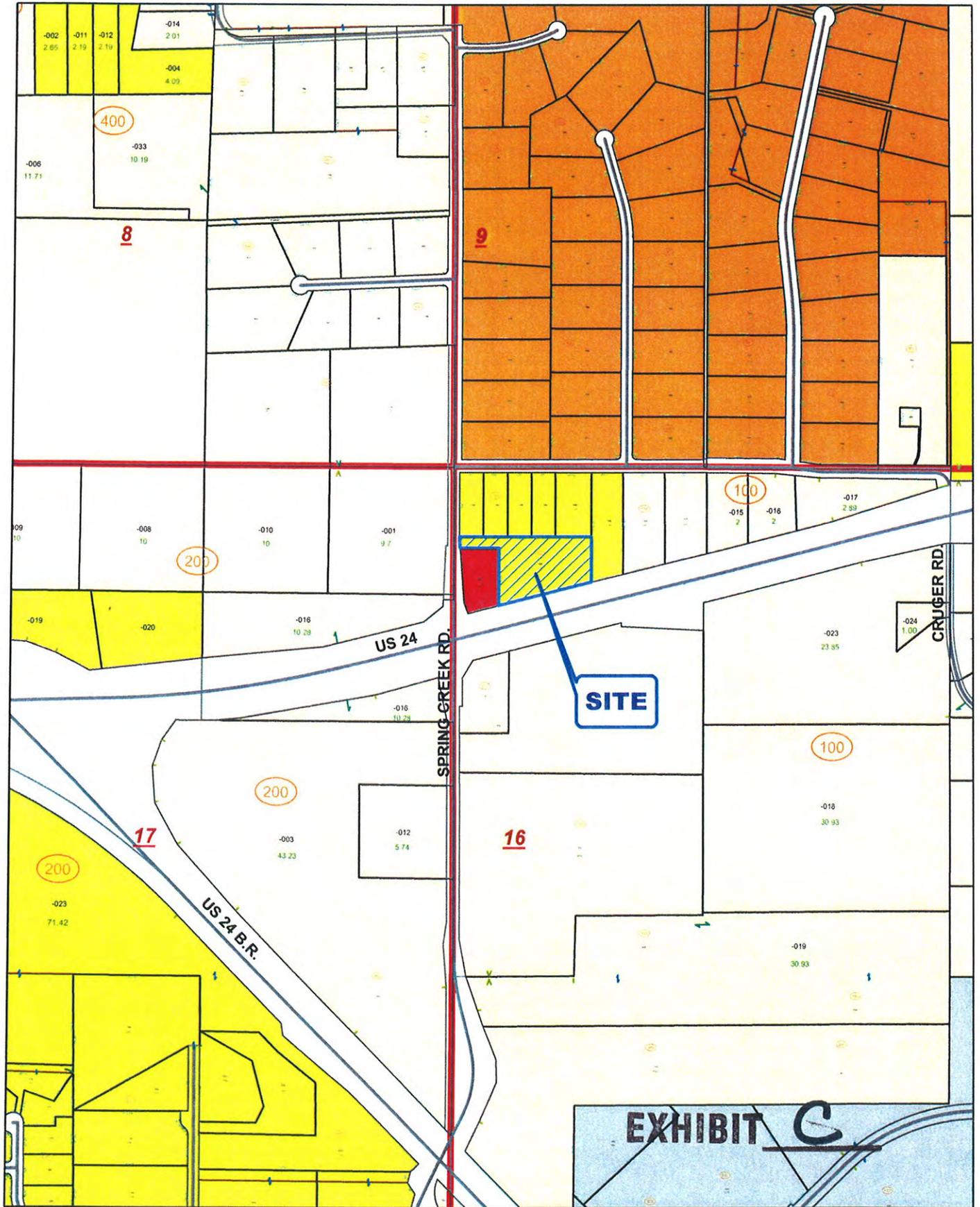


EXHIBIT C



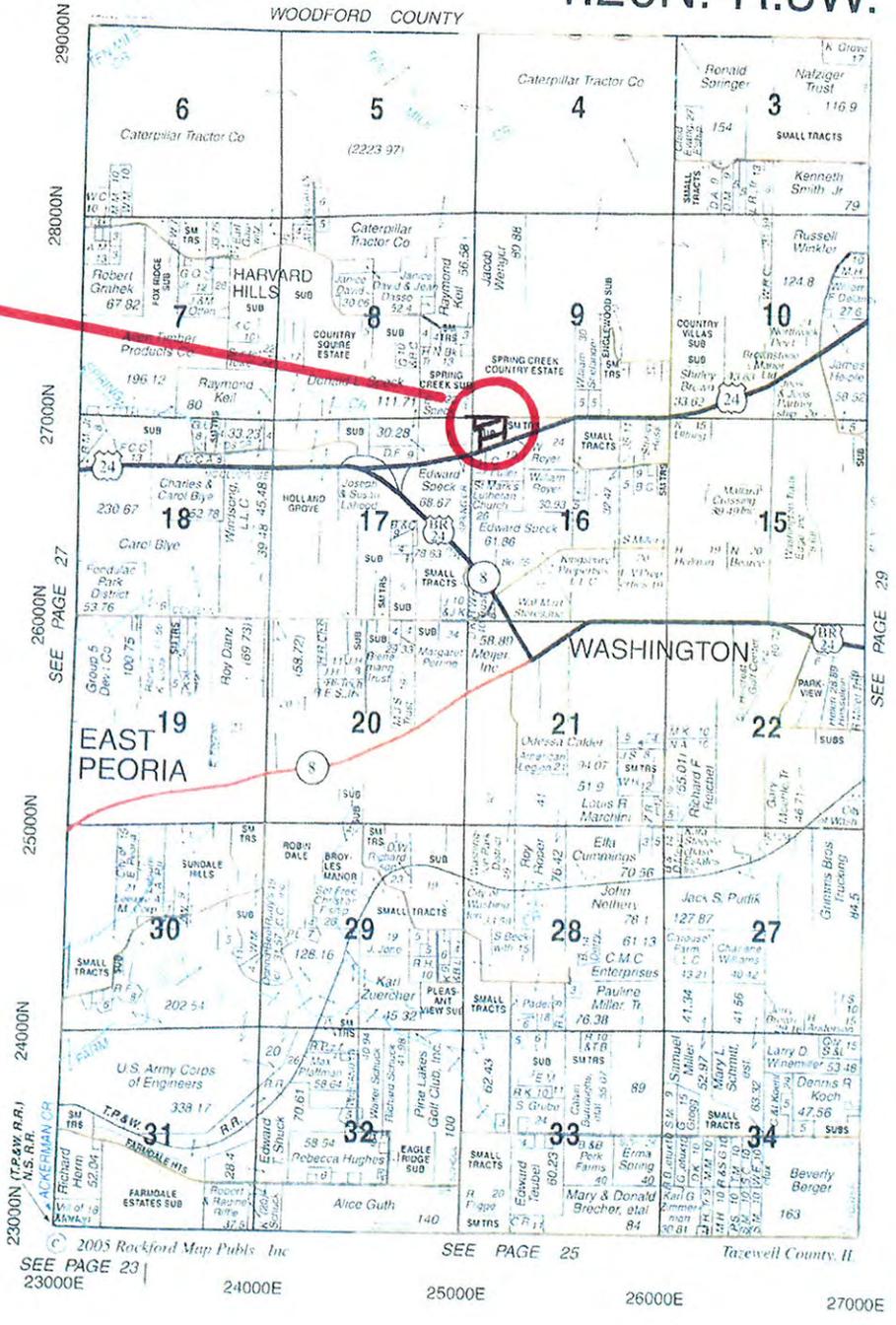
Zoning Districts	A-1	CITY	R-1
/// <all other values>	A-2	CONS	R-2
District	C-1	I-1	R-R
AG Area	C-2	I-2	MULTI-ZONE

WEST PART WASHINGTON

T.26N.-R.3W.

WOODFORD COUNTY

SITE



Reproduced with permission of Rockford Map Publishers, Inc. Rockford, Illinois

EXHIBIT D

Motion by member Imig, Second by member Crawford to Approve
Resolution 4. Carried by Voice Vote.

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:

Carroll Inigo

[Signature]

[Signature]

[Signature]

Sue Swell

[Signature]

RESOLUTION

WHEREAS, the Illinois Environmental Protection Agency has approved the application, submitted by the Tazewell County Health Department Administrator for the Illinois Solid Waste Management Act grant; and

WHEREAS, the County's Health Services Committee recommends to the Tazewell County Board (grantee) to authorize the Tazewell County Health Department Administrator (representative) to sign and execute the grant agreement forms, the payment request forms and other supporting documents.

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

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

PASSED THIS 25th OF SEPTEMBER, 2013.

ATTEST:

Christie A. Webb

 Tazewell County Clerk

[Signature]

 Tazewell County Board Chairman

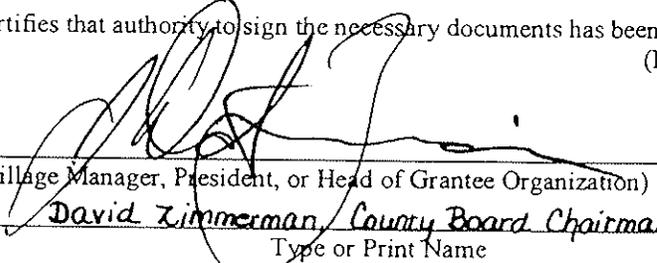
MUNICIPAL WASTE MANAGEMENT GRANT AGREEMENT
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

Part I	General Information	
1. Grant Type		
(X) Enforcement		
2. Award Type		
(X) Initial () Continuation		
3. Grant Amount:		
a. State Share \$64,017.61 (69%)	b. Local Share \$28,761.53 (31%)	
c. Total Cost \$92,779.14 (100%)		
4. Estimated Time Frame for Grant:		
a. Beginning Date: July 1, 2013	b. Ending Date: June 30, 2014	
5. Grantee/Unit of Local Government		
a. Name/Address/Telephone	b. Contact Person/Telephone	
Tazewell County Board	Ms. Amy Tippey	
Tazewell County Health Department	309-925-5511 or 309-477-2223	
21306 Illinois Route 9	Fax: 309-925-4100	
Tremont, IL 61568-9252		

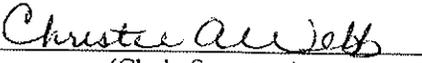
Part II	Certification
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I. AUTHORIZATION TO SIGN GRANT DOCUMENTS

Application provisions for Illinois Solid Waste Enforcement grants given for the purpose of investigating citizen complaints about illegal burning and dumping and conducting inspections at permitted pollution control facilities require that the grantee authorize a representative to sign the grant agreement forms, request for payment forms, and other supporting documents. Therefore, the Tazewell County Board (grantee) certifies that authority to sign the necessary documents has been given to Amy Tippey, Administrator.
(Name and title of authorized representative)


 _____ 9/25/13
 (Village Manager, President, or Head of Grantee Organization) Date
David Zimmerman, County Board Chairman
 Type or Print Name

Certified to be a true and accurate copy, passed and adopted on the above date:


 _____ 9/25/13 (SEAL)
 (Clerk, Secretary) Date
Christie A. Webb
 Type or Print Name

This Agency is authorized to request this information under Ill. Rev. Stat. 1991, Ch. 111 1/2, Section 1022.15(g) [415 ILCS 5/22.15(g)]. This form has been approved by the Forms Management Center.

5. ACCEPTANCE OF GRANT AWARD

I, the undersigned being duly authorized to take such action, as evidenced by the above certification (#1), do hereby accept this offer and agree to all terms and conditions, including the Special Conditions, General Conditions (35 Ill. Adm. Code Part 871), Certifications, and the terms specified in the letter of transmittal, attached hereto and included herein by reference and also agree that the grant funds awarded will be used solely for reimbursement of expenses associated with the purposes of the project described in the attached fact sheet and grant application and approved by the Illinois Environmental Protection Agency. Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available sufficient funds for this agreement. The grantee agrees to abide by the commitments and schedule set forth in the attached grant application, including the submittal of quarterly requests for payment and quarterly progress reports showing expenditures of the related grant funds.

This is to certify to the best of my knowledge and belief that the grant cost summary data are complete, current, and accurate, and that the financial management capability exists to fully and accurately account for the financial transactions under this award. I further certify that I understand that the grant award may be subject to downward renegotiation and/or recoupment where the above cost summary information has been determined, as a result of audit or review, not to have been complete, current and accurate as of the date below.

I hereby certify under oath that all information in this grant agreement is true and correct to the best of my knowledge, information and belief. In addition, I certify under oath that the funds shall be used only for the purposes described in the grant agreement and that the award of grant funds is conditioned upon such certification.

Evelyn Neavear
Signature
Evelyn Neavear
Type or Print Name

Director of Environmental
(Title) Hca 1+n

9/16/13
Date

Part III	Grant Budget
----------	--------------

<u>Total Eligible Project Cost Category</u>	<u>Grant Costs</u>	<u>Maximum State Share – 69.00%</u>
1. Direct Labor Costs	\$87,905.07	\$60,654.50
2. Indirect Costs	\$918.61	\$ 633.84
3. Other Direct Costs	\$3,955.46	\$2,729.27
4. Sub-Agreements	\$ 0.00	\$ 0.00
5. Total Project Cost	\$92,779.14	\$64,017.61

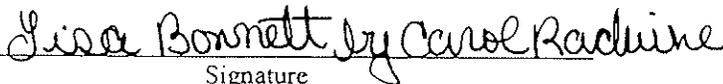
The complete grant cost summary outlining permissible expenditures in the broad categories of direct labor, indirect costs, other direct costs and sub-agreements is contained in the attached application, dated February 28, 2013.

Requests for payment shall be submitted on a quarterly basis. The final request for payment will be submitted 30 days following the end of the quarter of the end of the grant year. Any other expenses occurred after that point will remain unpaid, and revert back to the Agency's funding source for use for other programs. All funds remaining at the end of the grant agreement or at the expiration of the period of time grant funds are available for expenditure or obligation by the grantee shall be returned to the State within 45 days, if applicable.

Part IV	Offer from the Illinois EPA
---------	-----------------------------

The Director of the Illinois Environmental Protection Agency, in accordance with the authority provided under the Illinois Environmental Protection Act, and in the appropriation by the General Assembly made pursuant therein, hereby offers to make a State of Illinois Grant to the applicant up to and not exceeding the above specified amount for the support of the efforts contained in the attached grant application, dated February 28, 2013.

This Grant Offer is subject to all applicable State and Federal statutory provisions, State regulations, 35 Ill. Adm. Code Parts 870 and 871, and the terms specified in the letter of transmittal, attached hereto and incorporated by reference. In addition, it is agreed that the Illinois Environmental Protection Agency, the Auditor General or the Attorney General has the right to inspect and audit any books, records or papers relating to the program, project or use for which grant funds were provided.


9/11/13
 Signature Date

Lisa Bonnett
 Type or Print Name
Director
 Title

OCT 26 2013

This offer must be accepted, if at all, by _____ (on or before 45 days after the IEPA Director's signature, as required in 35 Ill. Adm. Code 870.206(b)).

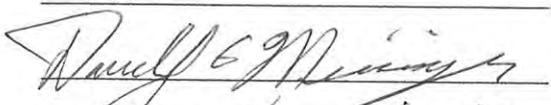
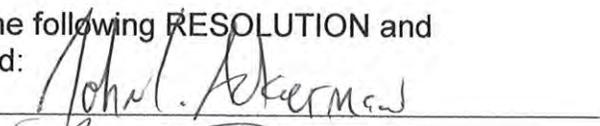
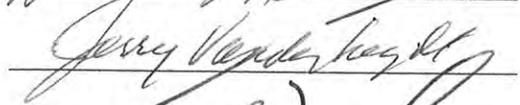
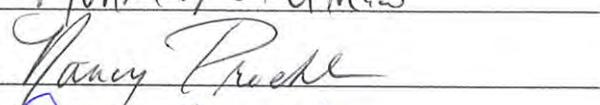
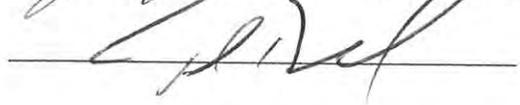
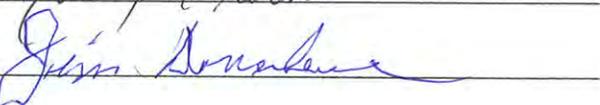
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Motion by member D. Grimm, Second by member Graff to
Approve Resolution 6. Carried by Voice Vote.

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 authorize the acquisition of real estate as outlined with the attached agreement; and

WHEREAS, the County has a demonstrated need for both current and future parking and office space and now has the opportunity to purchase real estate that is adjacent and continuous to the existing real estate in the vicinity of the County Courthouse; and

WHEREAS, negotiations to purchase have been successful for the property located at 34 S. Fourth Street, Pekin, IL; and

WHEREAS, this property will be slated for demolition with the Pekin Times Building and the Radio Station as it is adjacent to these properties; and

WHEREAS, the County Administrator is seeking authorization to expand the scope of the current architectural, demolition and asbestos abatement contracts to include the property located at 34 S. Fourth Street, Pekin, IL; and

WHEREAS, the scope of work adjustments will include the architectural specifications with Jost Becker Jost, the demolition contract with Joe Coleman Salvage and Demolition, the asbestos consultation with McKee Environmental and if recommended, the asbestos removal contract with Atlantic Plant Services.

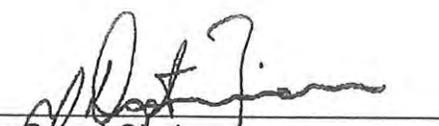
THEREFORE BE IT RESOLVED that the County Board approve this purchase and authorize the Board Chairman to execute any documents necessary to complete the transaction.

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

PASSED THIS 25th DAY OF SEPTEMBER, 2013.

ATTEST:


County Clerk


County Board Chairman

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into this 25th day of September, 2013, by and between **THE COUNTY BOARD OF TAZEWELL, STATE OF ILLINOIS** ("Buyer") and **LOUIS R. EERTMOED, JR.**, the "Seller").

RECITALS:

A. Seller is the owner of certain real estate commonly known as **P.I.N. #04-04-34-445-007; 34 S. 4th Street**, located in Pekin, Tazewell County, Illinois, which real estate is legally described on the attached **Exhibit A** ("Property") and depicted on the map attached as **Exhibit B**, any existing improvements thereon.

B. Buyer desires to purchase and Seller desires to sell the following described property for the purchase price and on the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and in reliance upon the recitals set forth above, which are incorporated herein by reference, it is hereby agreed between the parties hereto as follows:

1. **Purchase and Sale.** Seller shall sell and convey to Buyer or its nominee, and Buyer shall purchase from Seller upon and subject to the terms and conditions set forth in this Agreement, the following described property:

- A. All of Seller's right, title and interest, if any, in and to the Property, together with all rights, privileges, easements, licenses, hereditaments and other appurtenances relating thereto;
- B. All of Seller's right, title and interest, if any, in and to (i) any land lying in the bed of any street, road, or highway, open or proposed, in front of or adjoining all or any part of the Property, (ii) any alleys, walls, sidewalks or other property abutting the Property, (iii) any award made or to be made to the owner of the Property by reason of change of grade or the closing of any street, road or highway, and (iv) all strips and gores of land within the boundaries of the Property;
- C. All of Seller's right, title and interest, if any, in and to all buildings, structures, and improvements located on the Property (collectively the "Improvements");
- D. All of Seller's right, title and interest, if any, in and to the equipment, furnishings, furniture and other personal property now or hereafter located on or about or attached to, contained in, or affixed to, the Property and/or the Improvements, including, but not limited to, the personal property described in **Exhibit C**, (the "Personal Property");

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- E. All of Seller's right, title and interest, if any, in the leases described on Exhibit D, (the "Leases");
- F. All of Seller's right, title and interest, if any, in the contracts described on Exhibit E hereto (the "Contracts").

As used in this Agreement, the word "Premises" shall mean all of the property described in subparagraphs 1(A) through (F).

2. Purchase Price. The purchase price for the Premises shall be one hundred ten thousand dollars and no cents (\$110,000) ("Purchase Price"). The Purchase Price shall be payable as follows:

2.1. Upon Closing. At Closing, as defined in paragraph 3 herein, Buyer shall pay the Purchase Price in cash, by certified or cashiers check plus or minus prorations as set forth in paragraph 8.

3. Closing.

3.1. This transaction shall be closed 60 days from the date all of the conditions and contingencies described in Paragraphs 4, 6 and 7 are satisfied or waived in writing by Buyer ("Closing" or "Closing Date"). Closing shall take place on November 25, 2013.

3.2. Documents delivered at Closing.

A. At Closing, Seller shall deliver or cause to be delivered to Buyer the following documents if they exist, each in form and substance satisfactory to Buyer in its sole but reasonable discretion:

- (i) recordable warranty deed executed by Seller and the Tazewell County Board (the "Deed") conveying the Property to Buyer or its nominee;
- (ii) an assignment of warranties, if any, executed by Seller, assigning to Buyer or its nominee all of Buyer's right, title and interest in and to any existing warranties with respect to any Personal Property or Improvements, together with an original copy of each such warranty;
- (iii) an assignment of permits, if any, executed by Seller assigning to Buyer or its nominee all of Seller's right, title and interest in and to any permits issued by any governmental authority with respect to the Premises, together with an original copy of each such permit;

- (iv) an affidavit of Seller certifying that Seller is not a "foreign" person for purposes of Section 14.45 of the Internal Revenue Code of 1986, as amended;
- (v) all plans and specifications relating to the Premises, including all architectural, structural and mechanical drawings and plans if any exist;
- (vi) the Title Policy;
- (vii) the original execution copy of each Lease if any exist;
- (viii) all of Seller's files, if they exist, with respect to each of the Leases, including all correspondence to and from any Tenant;
- (ix) the original execution copy of each Contract assigned to Buyer hereunder and such written consents as may be required to validly assign all of Seller's right, title and interest in and to the Contracts assigned to Buyer hereunder;
- (x) Uniform Commercial Code searches of Seller dated not earlier than seven (7) days prior to the Closing Date showing the Personal Property and Improvements to be free and clear of all security interests, liens and encumbrances other than those which Seller shall remove at Closing;
- (xi) a certificate or letter issued by the department of revenue in the state in which the Premises is located showing that Seller has no liability for the payment of any assessed but unpaid tax, penalty or interest under the income tax act or the retailer's occupational tax act of the state in which the Premises is located;
- (xii) letter to each Tenant, if tenants exist, dated as of the Closing Date and executed by Seller, informing such Tenant of the assignment of such Tenant's lease to Buyer or its nominee;
- (xiii) a Rent Roll, if one exists, which is certified true, correct and complete as of the Closing Date. As used in this Agreement, "Rent Roll" shall mean a list identifying each Lease and each Tenant thereunder, the amount of space leased thereunder, the rent payable monthly thereunder, additional rent payable monthly thereunder, the security deposit held thereunder, if any, the amount of any

concession, rebate, allowance, or period of occupancy free of rent under the Lease, and commencement and expiration dates of such Lease, and a description of any rights to renew or extend and any rights of refusal, rights of first offer or opportunity, rights of negotiation or purchase rights granted to such Tenant, including the amount of any brokerage or similar fees or commissions payable as a result of the exercise of any such rights and identifying the person to which such fee or commission is payable and the dates payable;

- (xiv) prior to, at or post closing, such other documents and certificates as Buyer or the Title Company may reasonably request in order to consummate the transactions described herein.
- B. At Closing, Buyer shall deliver or cause to be delivered to Seller the following:
- (i) the Purchase Price in accordance with Paragraph 2; and
 - (ii) such other documents and certificates as Seller or the title insurer may reasonably request in order to consummate the transactions described herein.
- C. At Closing, Seller and Buyer shall jointly execute and deliver the following:
- (i) a closing statement prepared in accordance with this Agreement;
 - (ii) all real estate tax declarations, statements, or certificates required by any applicable laws;
 - (iii) if one exists, an Assignment and Assumption of Leases (together with all guaranties thereof) in form and substance reasonably satisfactory to Buyer and Seller, whereby Seller assigns all of its right, title and interest in and to the Leases to Buyer and Buyer accepts such assignment and assumes all of Seller's obligations as landlord under each of the Leases arising after the Closing Date; and
 - (iv) as to Contracts being assigned to Buyer hereunder, if any such contracts exist, an Assignment and Assumption of Contracts in form and substance reasonably satisfactory to Buyer and Seller, whereby Seller assigns all of its right, title and interest in and to the Contracts to Buyer and Buyer

accepts such assignments and assumes all of Seller's obligations under each of the Contracts arising after the Closing Date, and consent of the other party thereto.

D. Closing Costs.

- (i) The Buyer shall pay for and be responsible for any and all filing and recording fees, and real estate transfer taxes.

Contingencies.

3.3. This Agreement is contingent upon the following items which items must be completed to Buyer's satisfaction prior to closing:

- A. Inspection Period. Notwithstanding any provision of this Agreement to the contrary, Buyer, its agents and consultants, shall have from the date Buyer receives a fully executed original of this Agreement ("Effective Date") through and continuing for a period of thirty (30) days from the Effective Date (the "Inspection Period") in which to undertake, at Buyer's expense, any and all inspections, studies, investigations and other evaluations of and concerning the Premises and its intended use as Buyer, in Buyer's sole and absolute discretion, deems appropriate, including, but not limited to, determination by Buyer as to sufficiency of soil, environmental tests, utilities, titles, licenses, permits and easements. For those purposes, Seller hereby grants to Buyer, its consultants, agents or assigns, a license and full right of entry upon the Premises during the Inspection Period until termination of this Agreement. Buyer agrees that it shall cause any physical damage to the Premises occasioned as a result of any soil borings or any physical tests or examinations to be repaired to the original condition thereof promptly upon completion of any such test or examination.

Notwithstanding any provision of this Agreement to the contrary, in the event that Buyer fails to deliver written notice to Seller on or before the last day of the Inspection Period notifying Seller that the results of the inspections, studies or investigations and evaluations are, in Buyer's sole and absolute discretion, acceptable to Buyer or that Buyer waives the foregoing contingency contained in this Section, then Seller and Buyer may, at any time after the last day of the Inspection Period (as may be extended as provided below), terminate this Agreement whereupon the Earnest Money, together with all interest accrued thereon, shall be returned to Buyer. If Seller elects to terminate this Agreement as provided in this Section, Buyer will have ten (10) days after receiving Seller's written termination notice ("Termination Notice") to either waive

in writing the contingency contained in this Section 4.1(a) and agree to close this Agreement in accordance with the provisions of this Agreement or exercise any extension that may exist as set forth below. If Buyer does not waive the contingency contained in this Section or exercise any extension that may exist as set forth below within ten (10) days of Buyer's receipt of the Termination Notice, this Agreement will terminate and be of no further force or effect ten (10) days after Seller's Termination Notice is received by Buyer.

- B. Environmental Disclosure Statement. Within ten (10) days of execution of this Agreement, Seller shall provide Buyer with a properly completed disclosure statement required by the law of the state in which the Premises are located or an affidavit stating Seller is not required to complete and deliver such disclosure statement to Buyer pursuant to such law.
- C. Environmental Audit. Buyer may obtain at Buyer's expense a current satisfactory Phase I Environmental Audit from a reputable civil engineering firm within thirty (30) days of Buyer's receipt of a fully executed original of this Agreement.

Within five (5) days of the execution of this Agreement, at no cost to Buyer, Seller shall provide Buyer with copies of any site specific soil reports, title reports, engineering studies, site studies, utility studies, environmental reports, wetland delineations or reports, surveys, topographical surveys or other studies or reports if such reports and/or studies exist, in Seller's or its agents possession which affect or relate to the Premises.

3.4. Conditions Precedent to Closing. Performance of Buyer's obligations at Closing and subject to the following conditions precedent:

- A. as of Closing, all of the covenants in this Agreement to be performed by Seller at or prior to Closing shall have been duly performed;
- B. as of Closing, there shall have been no material adverse change in the financial condition of any Tenant and no Tenant shall have abandoned the space within the Premises demised to such Tenant pursuant to a Lease, terminated or attempted to terminate its Lease, or become delinquent in payment in rent or additional rent if any tenants exist;
- C. as of Closing, the Premises shall not be located within any conservation, historic preservation or similar district designated as such by any governmental authority having jurisdiction thereof;
- D. if any tenants exist, on or before five (5) days before the Closing

Date, Seller shall have delivered to Buyer estoppel letters from each Tenant, each dated not more than five (5) days prior to the date of delivery stating: that the Lease is in full force and effect, that the Lease, as the case may be, is unmodified (or if there have been modifications identifying the same by the date thereof and specifying the nature thereof); that Tenant has not received any notice of default or notice of termination of the Lease or if Tenant has received such notice, that it has been revoked if such be the case); that to the knowledge of the Tenant, no event of default exists thereunder (or if any such event of default is asserted to exist, specifying the same and stating the details thereof); that Tenant has no claims, defenses or offsets against Landlord under the Lease (or if Tenant asserts claims, defenses or offsets, specifying in detail, the nature of such); and the dates to which the rentals and other amounts payable by Tenant have been paid;

- E. Buyer has received within thirty (30) days of the execution of this Agreement, a favorable report by a professional engineer, concerning the Improvements and all mechanical, electrical, hydraulic, HVAC and other systems installed therein to the extent that any such systems exist.

If any of the above conditions is not satisfied by the date specified therefor, Buyer shall have the right to either waive such condition or terminate this Agreement by notice delivered to Seller. No such termination of this Agreement shall be deemed to limit Buyer's rights and remedies if Seller is in default hereunder.

4. Survey. Buyer may obtain, at Buyer's expense, a current ALTA certified survey map ("Survey") of the Premises. Said certified survey shall disclose:

- 4.1. Location. The location and land area of the Premises and its relationship to adjoining properties.
- 4.2. Possession. Any and all evidence of possession and the location of physical improvements and structures thereon.
- 4.3. Easements/Servitudes. Observable evidence of easements and or servitudes of all kinds, as those created by roads; right-of-way; water courses; drains; telephone, telegraph, or electric lines; water, sewer, oil or gas pipelines on or across the surveyed Premises and on adjoining properties if they appear to effect the surveyed Premises.
- 4.4. Location of Structures. The character and location of all walls, buildings, or fences within two feet of either side of the boundary line, annotations of all encroaching structural appurtenances and projections with the extent of such encroachment or projection.

4.5. Ingress/Egress. Appropriate ingress and egress to and from the Premises.

Said survey shall also be delivered to the Title Company who shall agree to remove its exceptions contained in the title policy with regard to items that an accurate survey might show and certified to Buyer and Title Company.

5. Title Insurance. Upon acceptance of this Agreement, Seller at his own expense, shall furnish evidence of merchantable title in the form of a current title insurance commitment and a final policy of title insurance ("Title Policy") from the Title Company in the amount of the Purchase Price subject only to those exceptions approved in writing by Buyer ("Permitted Exceptions").

6. Unpermitted Exceptions. If the Title Commitment or Survey discloses either unpermitted exceptions or survey matters that render the title unmarketable, (hereinafter referred to as "Title Defects") Seller shall have 30 days from the date of delivery of the Title Commitment or Survey, whichever is later, to have the Title Defects removed or corrected or have the title insurer commit to insure against loss or damage that may be occasioned by such Title Defects and in such event, the time of closing shall be 30 days after delivery of the corrected commitment or the time expressly specified in Paragraph 3, whichever is later. If the Seller fails to have the Title Defects removed or in the alternative, to obtain the commitment for title insurance classified above as to such Title Defects within the specified time, Buyer may terminate this Agreement or may elect, upon notice to Seller after the expiration of the 30 day period, to take title as it then is with the right to deduct from the Purchase Price liens or encumbrances of a definite or ascertainable amount. If Buyer does not so elect, this Agreement shall become null and void without further action of the parties.

7. Representations, Warranties and Covenants of Seller; Indemnification. All representations, warranties and covenants of Seller set forth in this Agreement shall be true and correct as of the date of this Agreement is executed and as of the date of Closing, and shall not survive the Closing:

7.1. General Representations, Warranties and Covenants. Seller represents, warrants and covenants that:

- A. All documents being delivered by Seller pursuant to the terms hereof are, to the best of Seller's knowledge, true, accurate and complete and fairly present the information set forth in a manner which is not misleading.
- B. Seller is not a party to, and the Premises is not subject to, any contract or lease or other contract, written or oral, that cannot be terminated at Closing, other than Permitted Exceptions and the Leases.
- C. Between the date hereof and the Closing, no part of the Premises will be alienated, encumbered or transferred in favor of or to any party whatsoever.

- D. To the best of Seller's knowledge (i) there are no underground storage tanks under the surface of the Premises, (ii) there are no facilities on the Premises which are subject to reporting under Section 312 of the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. Section 11022 and the regulations promulgated thereunder, (iii) the Premises are not in violation of any applicable environmental laws, (iv) there are no Hazardous Substances (as hereinafter defined) on, in, under or about the Premises, and (v) the Premises have never been used as a sanitary land fill or dump, or for industrial waste disposal, chemical storage or similar uses. As used herein, a "Hazardous Substance" is any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designed, classified or regulated, under any environmental law, including asbestos and petroleum products and derivatives thereof.
- E. To Seller's knowledge, there are no violations of any laws relating to the Premises, including the use, occupancy, operation or condition thereof and no violations of any restrictive covenants affecting the Premises.
- F. There is no existing, pending, or to Seller's knowledge, threatened limitation on use of streets abutting the Premises, special taxes or assessments to levied against the Premises, change in zoning classification or change in the tax assessment for the Premises.
- G. All Improvements, to the extent that any exist, have been constructed in a good and workmanlike manner and are structurally safe and sound and habitable. To Seller's knowledge, there are no material defects in or about the Improvements, either structural or non-structural, and there are no materially latent defects in or about the Improvements, either structural or non-structural. All heating, air conditioning, plumbing, electrical and lighting equipment and systems, if any exist, are in normal operating condition as of the date of Closing.
- H. All Personal Property, if any exists, is in good operating condition.
- I. The list of Leases, if they exist, set forth on **Exhibit D** is a true and accurate list of all Leases as of the date hereof and each of the Leases is in full force and effect in accordance with its terms and there have been no amendments, modifications, extensions, renewals or side agreements of any nature, either oral or written, to any of the Leases, except as indicated in the copies thereof

previously delivered to Buyer. Seller is not in default under any of the Leases, and to Seller's knowledge, no event has occurred and no condition exists, which, with the giving of notice or lapse of time, or both, could constitute a default on Seller's or on Tenant's part under any of the Leases.

- J. All contracts and agreements, if they exist, described on Exhibit E will be in full force and effect in accordance with their respective terms, and there will be no modifications, amendments, extensions or renewals or other side agreements of any nature with respect thereto, either oral or written. Seller is not in default under any such contracts or agreements and, to Seller's knowledge, no event has occurred and no condition exists which, with the giving of notice or lapse of time, or both, could constitute a default on Seller's part thereunder.
- K. No real estate broker or agent has been given any authority, either written or oral, to act as a leasing agent for space in the Premises. No leasing commission or finder's fee will be incurred by Buyer under any of the Leases upon any Tenant's exercise of any right to renew or extend the terms of any such Tenant's Lease.
- L. From the date of this Agreement, and continuing through the Closing Date, Seller shall:
 - (i) Maintain, at sole cost and expense, the Premises in good condition and repair and shall manage and operate the Premises in the same manner as it is presently managed and operated;
 - (ii) Seller shall not remove any Personal Property except as shall be replaced by an article of equal suitability, quality, and value, free and clear of any liens or security interests;
 - (iii) Seller shall, at its own cost and expense, remedy any violation of any laws or other requirements (including any covenants, conditions and restrictions of record) relating to the ownership, use or operation of the Premises;
 - (iv) Seller shall use all reasonable efforts to preserve the existing relationships, to the extent they exist, with Tenants and vendors with respect to the Premises; and
 - (v) Without Buyer's prior written consent, Seller shall not execute or make any proposals for:
 - (a) any new Leases or other contracts or agreements

with respect to the Premises, or any portion thereof,

- (b) any extensions, amendments, modifications or renewals of the Leases or any other contracts or agreements with respect to the Premises, without Buyer's written consent.

8. Prorations.

- 8.1. Real Estate Taxes. General real estate taxes for the year or years which are, as of the Closing Date, a lien on the Premises, but not yet due and payable shall be apportioned as of the Closing Date based upon 105% of the most recent ascertainable complete bills therefore, and Buyer shall be given a credit against the Purchase Price in the amount of Seller's share thereof. For each tax year for which taxes are prorated as provided in the immediately preceding sentence, Buyer and Seller shall reprorate such general real estate taxes within thirty (30) days after receipt of the actual final bills therefore if said amount differs by 5% or more. Any special assessments which are a lien as of the Closing Date, whether or not the same shall then be due and payable, shall be paid by Seller, which payment may, at Buyer's option, be in the form of a credit against the Purchase Price.
- 8.2. Utilities. Seller shall take, or cause to be taken, final readings as of Closing for all utilities and shall pay all such charges through the Closing Date.
- 8.3. Rents. Rents shall be apportioned as of the Closing Date; provided, however, that there shall be no proration made for delinquent rents. For a period of ninety (90) days following the Closing Date, Buyer shall use reasonable efforts to collect any delinquent rents, but in no event shall Buyer be required to commence any legal proceedings or other collection procedures. Buyer shall pay to Seller such amounts with respect to delinquent rents as Buyer shall collect at anytime subsequent to closing. If any delinquent rents are not paid within ninety (90) days following the Closing Date, Seller shall have the right to collect such delinquent rents for its own account; provided, however, Seller shall not have the right to commence any legal proceedings or other collection procedures without Buyer's prior written consent and in no event shall Seller have the right to terminate any Lease or Tenant's right to possession thereunder. Seller shall immediately remit to Buyer all sums received from any Tenant after Closing. Seller shall deliver at Closing to Buyer all security deposits and escrow, impound or other accounts relating to additional rents and advance payments of rents held by Seller with respect to the Premises, or any portion thereof.

- 8.4. Other Income and Expenses. All other income from, and expenses of, the Premises not described herein shall be apportioned between the parties hereto as of the Closing Date and a credit given to the party entitled thereto. Any portion of such expense items which is the responsibility of the owner of the Premises and not the Tenants shall be prorated when finally determined.
- 8.5. Transfer Tax. Seller shall pay the amount of any stamp or transfer tax imposed by state, city, or county law. Both parties agree to execute and deliver such transfer tax forms or declarations as may be necessary.
- 8.6. In Cash. Unless otherwise provided for herein, all prorations shall be in cash at the time of Closing.
9. Condemnation; Inspection.
- 9.1. Condemnation or Eminent Domain. In the event, prior to Closing, a condemnation or eminent domain suit is filed against the Premises, or any substantial portion thereof, Buyer hereto shall have the option, within thirty (30) days after receipt of notice of same to: (i) rescind this Agreement, in which case all sums paid by Buyer and any interest earned thereon shall be paid to Buyer, and this Agreement shall be null and void and all obligations hereunder shall terminate; or (ii) elect to close this transaction and, in such event, all proceeds from the eminent domain suit shall belong to Buyer.
- 9.2. Inspection. Buyer shall have the right to inspect the Premises within 48 hours prior to Closing to determine if the Premises are in the same condition as of the date of acceptance of this Agreement, ordinary wear and tear excepted.
10. Casualty Loss.
- A. If prior to Closing, the Premises, or any portion thereof, are damaged to the extent of ten percent (10%) or more of the aggregate value of the Purchase Price by fire or other casualty, Buyer shall have the right, upon notice to Seller delivered within five (5) days after Buyer receives notice of such loss or damage, to terminate this Agreement, in which case neither party hereto shall have any further rights, obligations or liability hereto. In the absence of such notice within such five (5) day period, Buyer shall take title to the Premises and Seller shall, at closing, assign to Buyer whatever rights Seller may have to receive and collect the proceeds of any insurance maintained by Seller against such loss and Buyer shall have the right to deduct from the Purchase Price the amount of any deductible under such insurance.
- B. If prior to Closing, the Premises, or any portion thereof, shall have been damaged to the extent of less than ten percent (10%) of the Purchase Price

in an aggregate value by fire or other casualty covered by insurance carried by Seller, Seller shall assign to Buyer and Buyer shall be entitled to receive the proceeds of such insurance. Buyer shall also have the right to deduct from the Purchase Price the amount of any deductible under such insurance. In the event that the casualty is not covered by the net proceeds of such insurance, and said loss is less than ten percent (10%) of the Purchase Price in the aggregate value, the Purchase Price shall be reduced by the amount of such loss.

- C. Seller shall forthwith deliver notice to Buyer of the occurrence of any fire or other casualty with respect to the Premises.

11. Entrance on Premises. Upon acceptance of this Agreement, Buyer and his agent(s) shall have the right to enter upon the Premises, at its sole risk and cost, for the purpose of inspecting, surveying, testing and otherwise examining the subject Premises. Buyer shall also have the right to install and maintain signage upon the Premises upon execution of the Agreement until termination of the Agreement.

12. Default.

- 12.1. By Buyer. Should Buyer fail to perform this Agreement promptly on its part at the time and in the manner herein specified, and after failing to cure such default within five days of receipt of written notice from Seller, this Agreement shall become null and void, and the Seller shall have the right to possession of the Premises as well as the right to obtain relief in any court of competent jurisdiction enjoining such breach or violation, in addition to every other remedy now or hereafter existing at law or in equity, or by statute, including court costs and attorneys' fees, and including specifically the right to specific performance.
- 12.2. By Seller. Should Seller fail to perform this Agreement promptly on its part at the time and in the manner herein specified, Buyer shall be entitled as a matter of right to obtain relief in any court of competent jurisdiction enjoining such breach or violation, in addition to every other remedy now or hereafter existing at law or in equity, or by statute, including court costs and attorneys' fees, and including specifically the right to specific performance.

13. Miscellaneous.

13.1. Notice. Any and all notices shall be deemed adequately given only if in writing and personally delivered, sent by electronic facsimile (provided the facsimile is followed by certified mail delivery with return receipt) or sent first class registered or certified mail, postage prepaid, to the party for whom such notices are intended, or sent by other means at least as fast and reliable as first class mail. A notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it shall be delivered to the address required by this Agreement; (b) with respect to notices sent by mail, the date as of which the notice is deposited with the postal service, properly addressed, postage prepaid; or (c) with respect to notices sent by electronic facsimile, the date delivered by facsimile (provided proved by certified mail receipt). Any and all such notices referred by this Agreement, or which either party desires to give to the other shall be addressed as follows:

If to Buyer to:

Tazewell County Board Office
Attention: Chairman, Tazewell County Board
11 S. 4th Street
Pekin, IL 61554

With a copy to:

Tazewell County State's Attorneys Office
Attention: Civil Division
342 Court Street
Pekin, IL 61554

If to Seller to:

Louis R. Eertmoed, Jr.
702 S. 10th Street
Pekin, IL 61554

With a copy to:

The above addresses may be changed by notice of such change, as provided herein, to the last address designated.

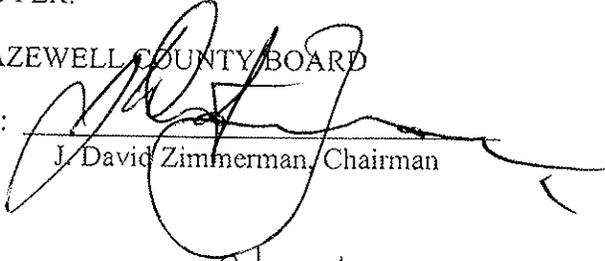
- 13.2. Time of the Essence. Time is of the essence as to all obligations and deadlines set forth in this Agreement.
- 13.3. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, County of Tazewell.
- 13.4. Entire Agreement. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Agreement shall not be altered, modified or changed unless in writing and executed by all parties hereto. This Agreement shall be binding upon the parties, their heirs, executors, administrators, personal representatives, successors and assigns.
- 13.5. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by all applicable laws.
- 13.6. Business Days. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday or legal holiday of the United States Government, such time for performance shall be extended to the next business day.
- 13.7. Waiver. No consent or waiver by a party hereto (either expressed or implied) to or of a breach of any representation, warranty or covenant contained herein shall be construed as a consent or waiver to or of any other or subsequent breach of the same or any other representation, warranty or covenant.
- 13.8. Headings. The article headings are inserted only for convenience and in no way define, limit or describe the scope or intent of any article in this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands the day and year first above written.

BUYER:

TAZEWELL COUNTY BOARD

By:

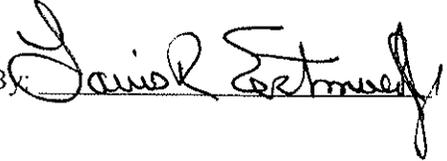


J. David Zimmerman, Chairman

Date: 9/25/13

SELLER:

By:



Date: 9-19-13

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

P.I.N. #04-04-34-445-007; the South 30 feet of Lot 16 in Block 70 in the Original Town, now City of Pekin, Tazewell County, Illinois.

EXHIBIT C

PERSONAL PROPERTY

NOT APPLICABLE

EXHIBIT D

LEASES

NOT APPLICABLE

70542360v4 5145000

EXHIBIT E

CONTRACTS

NOT APPLICABLE

70542360v4 5145000

Motion by member Sundell, Second by member VonBoeckman to
Approve Resolution 7. Carried by Voice Vote.

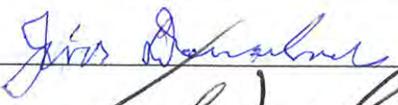
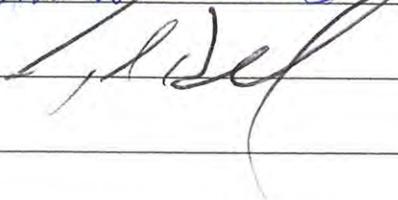
COMMITTEE REPORT

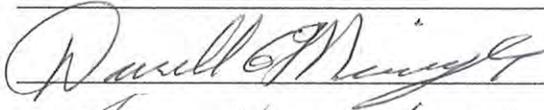
Mr. Chairman and Members of the Tazewell County Board:

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 authorize the acquisition of real estate as outlined in the attached agreements; and

WHEREAS, the County has a demonstrated need for both current and future parking and office space and now has the opportunity to purchase real estate that is adjacent and continuous to the existing real estate in the vicinity of the County Courthouse; and

WHEREAS, the intention of the county is to demolish the existing structures to serve this need; and

WHEREAS, negotiations to purchase have been successful for the properties located at 407 Elizabeth Street, 409 Elizabeth Street and 411 Elizabeth Street in Pekin, IL; and

WHEREAS, upon completion of a professional space needs study and it's recommendations for the County a decision will be made as to the best use of this acquired property.

THEREFORE BE IT RESOLVED that the County Board approve this purchase and authorize the Board Chairman to execute any documents necessary to complete these transactions.

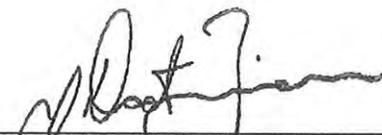
BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Auditor of this action.

PASSED THIS 25th DAY OF SEPTEMBER, 2013.

ATTEST:



County Clerk



County Board Chairman

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into this 25th day of September, 2013, by and between **THE COUNTY BOARD OF TAZEWELL, STATE OF ILLINOIS** ("Buyer") and **ABTS FAMILY TRUST** ("Seller").

RECITALS:

A. Seller is the owner of certain real estate commonly known as **P.I.N. #04-04-34-440-016; 407 Elizabeth Street**, located in Pekin, Tazewell County, Illinois, which real estate is legally described on the attached **Exhibit A** ("Property") and depicted on the map attached as **Exhibit B**, any existing improvements thereon.

B. Buyer desires to purchase and Seller desires to sell the following described property for the purchase price and on the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and in reliance upon the recitals set forth above, which are incorporated herein by reference, it is hereby agreed between the parties hereto as follows:

1. **Purchase and Sale.** Seller shall sell and convey to Buyer or its nominee, and Buyer shall purchase from Seller upon and subject to the terms and conditions set forth in this Agreement, the following described property:

- A. All of Seller's right, title and interest, if any, in and to the Property, together with all rights, privileges, easements, licenses, hereditaments and other appurtenances relating thereto;
- B. All of Seller's right, title and interest, if any, in and to (i) any land lying in the bed of any street, road, or highway, open or proposed, in front of or adjoining all or any part of the Property, (ii) any alleys, walls, sidewalks or other property abutting the Property, (iii) any award made or to be made to the owner of the Property by reason of change of grade or the closing of any street, road or highway, and (iv) all strips and gores of land within the boundaries of the Property;
- C. All of Seller's right, title and interest, if any, in and to all buildings, structures, and improvements located on the Property (collectively the "Improvements");
- D. All of Seller's right, title and interest, if any, in and to the equipment, furnishings, furniture and other personal property now or hereafter located on or about or attached to, contained in, or affixed to, the Property and/or the Improvements, including, but not limited to, the personal property described in **Exhibit C**, (the "Personal Property");

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- E. All of Seller's right, title and interest, if any, in the leases described on Exhibit D, (the "Leases");
- F. All of Seller's right, title and interest, if any, in the contracts described on Exhibit E hereto (the "Contracts").

As used in this Agreement, the word "Premises" shall mean all of the property described in subparagraphs 1(A) through (F).

2. Purchase Price. The purchase price for the Premises shall be fifty-seven thousand five hundred dollars and no cents (\$57,500.00) ("Purchase Price"). The Purchase Price shall be payable as follows:

- 2.1. Upon Closing. At Closing, as defined in paragraph 3 herein, Buyer shall pay the Purchase Price in cash, by certified or cashiers check plus or minus prorations as set forth in paragraph 8.

3. Closing.

- 3.1. This transaction shall be closed 60 days from the date all of the conditions and contingencies described in Paragraphs 4, 6 and 7 are satisfied or waived in writing by Buyer ("Closing" or "Closing Date"). Closing shall take place on November 25, 2013.

3.2. Documents delivered at Closing.

A. At Closing, Seller shall deliver or cause to be delivered to Buyer the following documents if they exist, each in form and substance satisfactory to Buyer in its sole but reasonable discretion:

- (i) recordable warranty deed executed by Seller and the Tazewell County Board (the "Deed") conveying the Property to Buyer or its nominee;
- (ii) an assignment of warranties, if any, executed by Seller, assigning to Buyer or its nominee all of Buyer's right, title and interest in and to any existing warranties with respect to any Personal Property or Improvements, together with an original copy of each such warranty;
- (iii) an assignment of permits, if any, executed by Seller assigning to Buyer or its nominee all of Seller's right, title and interest in and to any permits issued by any governmental authority with respect to the Premises, together with an original copy of each such permit;

- (iv) an affidavit of Seller certifying that Seller is not a "foreign" person for purposes of Section 14.45 of the Internal Revenue Code of 1986, as amended;
- (v) all plans and specifications relating to the Premises, including all architectural, structural and mechanical drawings and plans if any exist;
- (vi) the Title Policy;
- (vii) the original execution copy of each Lease if any exist;
- (viii) all of Seller's files, if they exist, with respect to each of the Leases, including all correspondence to and from any Tenant;
- (ix) the original execution copy of each Contract assigned to Buyer hereunder and such written consents as may be required to validly assign all of Seller's right, title and interest in and to the Contracts assigned to Buyer hereunder;
- (x) Uniform Commercial Code searches of Seller dated not earlier than seven (7) days prior to the Closing Date showing the Personal Property and Improvements to be free and clear of all security interests, liens and encumbrances other than those which Seller shall remove at Closing;
- (xi) a certificate or letter issued by the department of revenue in the state in which the Premises is located showing that Seller has no liability for the payment of any assessed but unpaid tax, penalty or interest under the income tax act or the retailer's occupational tax act of the state in which the Premises is located;
- (xii) letter to each Tenant, if tenants exist, dated as of the Closing Date and executed by Seller, informing such Tenant of the assignment of such Tenant's lease to Buyer or its nominee;
- (xiii) a Rent Roll, if one exists, which is certified true, correct and complete as of the Closing Date. As used in this Agreement, "Rent Roll" shall mean a list identifying each Lease and each Tenant thereunder, the amount of space leased thereunder, the rent payable monthly thereunder, additional rent payable monthly thereunder, the security deposit held thereunder, if any, the amount of any

concession, rebate, allowance, or period of occupancy free of rent under the Lease, and commencement and expiration dates of such Lease, and a description of any rights to renew or extend and any rights of refusal, rights of first offer or opportunity, rights of negotiation or purchase rights granted to such Tenant, including the amount of any brokerage or similar fees or commissions payable as a result of the exercise of any such rights and identifying the person to which such fee or commission is payable and the dates payable;

- (xiv) prior to, at or post closing, such other documents and certificates as Buyer or the Title Company may reasonably request in order to consummate the transactions described herein.

B. At Closing, Buyer shall deliver or cause to be delivered to Seller the following:

- (i) the Purchase Price in accordance with Paragraph 2; and
- (ii) such other documents and certificates as Seller or the title insurer may reasonably request in order to consummate the transactions described herein.

C. At Closing, Seller and Buyer shall jointly execute and deliver the following:

- (i) a closing statement prepared in accordance with this Agreement;
- (ii) all real estate tax declarations, statements, or certificates required by any applicable laws;
- (iii) if one exists, an Assignment and Assumption of Leases (together with all guaranties thereof) in form and substance reasonably satisfactory to Buyer and Seller, whereby Seller assigns all of its right, title and interest in and to the Leases to Buyer and Buyer accepts such assignment and assumes all of Seller's obligations as landlord under each of the Leases arising after the Closing Date; and
- (iv) as to Contracts being assigned to Buyer hereunder, if any such contracts exist, an Assignment and Assumption of Contracts in form and substance reasonably satisfactory to Buyer and Seller, whereby Seller assigns all of its right, title and interest in and to the Contracts to Buyer and Buyer

accepts such assignments and assumes all of Seller's obligations under each of the Contracts arising after the Closing Date, and consent of the other party thereto.

D. Closing Costs.

- (i) The Buyer shall pay for and be responsible for any and all filing and recording fees, and real estate transfer taxes.

Contingencies.

3.3. This Agreement is contingent upon the following items which items must be completed to Buyer's satisfaction prior to closing:

- A. Inspection Period. Notwithstanding any provision of this Agreement to the contrary, Buyer, its agents and consultants, shall have from the date Buyer receives a fully executed original of this Agreement ("Effective Date") through and continuing for a period of thirty (30) days from the Effective Date (the "Inspection Period") in which to undertake, at Buyer's expense, any and all inspections, studies, investigations and other evaluations of and concerning the Premises and its intended use as Buyer, in Buyer's sole and absolute discretion, deems appropriate, including, but not limited to, determination by Buyer as to sufficiency of soil, environmental tests, utilities, titles, licenses, permits and easements. For those purposes, Seller hereby grants to Buyer, its consultants, agents or assigns, a license and full right of entry upon the Premises during the Inspection Period until termination of this Agreement. Buyer agrees that it shall cause any physical damage to the Premises occasioned as a result of any soil borings or any physical tests or examinations to be repaired to the original condition thereof promptly upon completion of any such test or examination.

Notwithstanding any provision of this Agreement to the contrary, in the event that Buyer fails to deliver written notice to Seller on or before the last day of the Inspection Period notifying Seller that the results of the inspections, studies or investigations and evaluations are, in Buyer's sole and absolute discretion, acceptable to Buyer or that Buyer waives the foregoing contingency contained in this Section 4.1(a), then Seller and Buyer may, at any time after the last day of the Inspection Period (as may be extended as provided below), terminate this Agreement whereupon the Earnest Money, together with all interest accrued thereon, shall be returned to Buyer. If Seller elects to terminate this Agreement as provided in this Section 4.1(a), Buyer will have ten (10) days after receiving Seller's written termination notice ("Termination Notice") to either

waive in writing the contingency contained in this Section 4.1(a) and agree to close this Agreement in accordance with the provisions of this Agreement or exercise any extension that may exist as set forth below. If Buyer does not waive the contingency contained in this Section 4.1(a) or exercise any extension that may exist as set forth below within ten (10) days of Buyer's receipt of the Termination Notice, this Agreement will terminate and be of no further force or effect ten (10) days after Seller's Termination Notice is received by Buyer.

- B. Environmental Disclosure Statement. Within ten (10) days of execution of this Agreement, Seller shall provide Buyer with a properly completed disclosure statement required by the law of the state in which the Premises are located or an affidavit stating Seller is not required to complete and deliver such disclosure statement to Buyer pursuant to such law.
- C. Environmental Audit. Buyer may obtain at Buyer's expense a current satisfactory Phase I Environmental Audit from a reputable civil engineering firm within thirty (30) days of Buyer's receipt of a fully executed original of this Agreement.

Within five (5) days of the execution of this Agreement, at no cost to Buyer, Seller shall provide Buyer with copies of any site specific soil reports, title reports, engineering studies, site studies, utility studies, environmental reports, wetland delineations or reports, surveys, topographical surveys or other studies or reports if such reports and/or studies exist, in Seller's or its agents possession which affect or relate to the Premises.

- 3.4. Conditions Precedent to Closing. Performance of Buyer's obligations at Closing and subject to the following conditions precedent:
 - A. as of Closing, all of the covenants in this Agreement to be performed by Seller at or prior to Closing shall have been duly performed;
 - B. as of Closing, there shall have been no material adverse change in the financial condition of any Tenant and no Tenant shall have abandoned the space within the Premises demised to such Tenant pursuant to a Lease, terminated or attempted to terminate its Lease, or become delinquent in payment in rent or additional rent if any tenants exist;
 - C. as of Closing, the Premises shall not be located within any conservation, historic preservation or similar district designated as such by any governmental authority having jurisdiction thereof;
 - D. if any tenants exist, on or before five (5) days before the Closing

accepts such assignments and assumes all of Seller's obligations under each of the Contracts arising after the Closing Date, and consent of the other party thereto.

D. Closing Costs.

- (i) The Buyer shall pay for and be responsible for any and all filing and recording fees, and real estate transfer taxes.

Contingencies.

3.3. This Agreement is contingent upon the following items which items must be completed to Buyer's satisfaction prior to closing:

- A. Inspection Period. Notwithstanding any provision of this Agreement to the contrary, Buyer, its agents and consultants, shall have from the date Buyer receives a fully executed original of this Agreement ("Effective Date") through and continuing for a period of thirty (30) days from the Effective Date (the "Inspection Period") in which to undertake, at Buyer's expense, any and all inspections, studies, investigations and other evaluations of and concerning the Premises and its intended use as Buyer, in Buyer's sole and absolute discretion, deems appropriate, including, but not limited to, determination by Buyer as to sufficiency of soil, environmental tests, utilities, titles, licenses, permits and easements. For those purposes, Seller hereby grants to Buyer, its consultants, agents or assigns, a license and full right of entry upon the Premises during the Inspection Period until termination of this Agreement. Buyer agrees that it shall cause any physical damage to the Premises occasioned as a result of any soil borings or any physical tests or examinations to be repaired to the original condition thereof promptly upon completion of any such test or examination.

Notwithstanding any provision of this Agreement to the contrary, in the event that Buyer fails to deliver written notice to Seller on or before the last day of the Inspection Period notifying Seller that the results of the inspections, studies or investigations and evaluations are, in Buyer's sole and absolute discretion, acceptable to Buyer or that Buyer waives the foregoing contingency contained in this Section, then Seller and Buyer may, at any time after the last day of the Inspection Period (as may be extended as provided below), terminate this Agreement whereupon the Earnest Money, together with all interest accrued thereon, shall be returned to Buyer. If Seller elects to terminate this Agreement as provided in this Section, Buyer will have ten (10) days after receiving Seller's written termination notice ("Termination Notice") to either waive

in writing the contingency contained in this Section 4.1(a) and agree to close this Agreement in accordance with the provisions of this Agreement or exercise any extension that may exist as set forth below. If Buyer does not waive the contingency contained in this Section or exercise any extension that may exist as set forth below within ten (10) days of Buyer's receipt of the Termination Notice, this Agreement will terminate and be of no further force or effect ten (10) days after Seller's Termination Notice is received by Buyer.

- B. Environmental Disclosure Statement. Within ten (10) days of execution of this Agreement, Seller shall provide Buyer with a properly completed disclosure statement required by the law of the state in which the Premises are located or an affidavit stating Seller is not required to complete and deliver such disclosure statement to Buyer pursuant to such law.
- C. Environmental Audit. Buyer may obtain at Buyer's expense a current satisfactory Phase I Environmental Audit from a reputable civil engineering firm within thirty (30) days of Buyer's receipt of a fully executed original of this Agreement.

Within five (5) days of the execution of this Agreement, at no cost to Buyer, Seller shall provide Buyer with copies of any site specific soil reports, title reports, engineering studies, site studies, utility studies, environmental reports, wetland delineations or reports, surveys, topographical surveys or other studies or reports if such reports and/or studies exist, in Seller's or its agents possession which affect or relate to the Premises.

- 3.4. Conditions Precedent to Closing. Performance of Buyer's obligations at Closing and subject to the following conditions precedent:
 - A. as of Closing, all of the covenants in this Agreement to be performed by Seller at or prior to Closing shall have been duly performed;
 - B. as of Closing, there shall have been no material adverse change in the financial condition of any Tenant and no Tenant shall have abandoned the space within the Premises demised to such Tenant pursuant to a Lease, terminated or attempted to terminate its Lease, or become delinquent in payment in rent or additional rent if any tenants exist;
 - C. as of Closing, the Premises shall not be located within any conservation, historic preservation or similar district designated as such by any governmental authority having jurisdiction thereof;
 - D. if any tenants exist, on or before five (5) days before the Closing

Date, Seller shall have delivered to Buyer estoppel letters from each Tenant, each dated not more than five (5) days prior to the date of delivery stating: that the Lease is in full force and effect, that the Lease, as the case may be, is unmodified (or if there have been modifications identifying the same by the date thereof and specifying the nature thereof); that Tenant has not received any notice of default or notice of termination of the Lease or if Tenant has received such notice, that it has been revoked if such be the case); that to the knowledge of the Tenant, no event of default exists thereunder (or if any such event of default is asserted to exist, specifying the same and stating the details thereof); that Tenant has no claims, defenses or offsets against Landlord under the Lease (or if Tenant asserts claims, defenses or offsets, specifying in detail, the nature of such); and the dates to which the rentals and other amounts payable by Tenant have been paid;

- E. Buyer has received within thirty (30) days of the execution of this Agreement, a favorable report by a professional engineer, concerning the Improvements and all mechanical, electrical, hydraulic, HVAC and other systems installed therein to the extent that any such systems exist.

If any of the above conditions is not satisfied by the date specified therefor, Buyer shall have the right to either waive such condition or terminate this Agreement by notice delivered to Seller. No such termination of this Agreement shall be deemed to limit Buyer's rights and remedies if Seller is in default hereunder.

4. Survey. Buyer may obtain, at Buyer's expense, a current ALTA certified survey map ("Survey") of the Premises. Said certified survey shall disclose:

- 4.1. Location. The location and land area of the Premises and its relationship to adjoining properties.
- 4.2. Possession. Any and all evidence of possession and the location of physical improvements and structures thereon.
- 4.3. Easements/Servitudes. Observable evidence of easements and or servitudes of all kinds, as those created by roads; right-of-way; water courses; drains; telephone, telegraph, or electric lines; water, sewer, oil or gas pipelines on or across the surveyed Premises and on adjoining properties if they appear to effect the surveyed Premises.
- 4.4. Location of Structures. The character and location of all walls, buildings, or fences within two feet of either side of the boundary line, annotations of all encroaching structural appurtenances and projections with the extent of such encroachment or projection.

4.5. Ingress/Egress. Appropriate ingress and egress to and from the Premises.

Said survey shall also be delivered to the Title Company who shall agree to remove its exceptions contained in the title policy with regard to items that an accurate survey might show and certified to Buyer and Title Company.

5. Title Insurance. Upon acceptance of this Agreement, Seller at his own expense, shall furnish evidence of merchantable title in the form of a current title insurance commitment and a final policy of title insurance ("Title Policy") from the Title Company in the amount of the Purchase Price subject only to those exceptions approved in writing by Buyer ("Permitted Exceptions").

6. Unpermitted Exceptions. If the Title Commitment or Survey discloses either unpermitted exceptions or survey matters that render the title unmarketable, (hereinafter referred to as "Title Defects") Seller shall have 30 days from the date of delivery of the Title Commitment or Survey, whichever is later, to have the Title Defects removed or corrected or have the title insurer commit to insure against loss or damage that may be occasioned by such Title Defects and in such event, the time of closing shall be 30 days after delivery of the corrected commitment or the time expressly specified in Paragraph 3, whichever is later. If the Seller fails to have the Title Defects removed or in the alternative, to obtain the commitment for title insurance classified above as to such Title Defects within the specified time, Buyer may terminate this Agreement or may elect, upon notice to Seller after the expiration of the 30 day period, to take title as it then is with the right to deduct from the Purchase Price liens or encumbrances of a definite or ascertainable amount. If Buyer does not so elect, this Agreement shall become null and void without further action of the parties.

7. Representations, Warranties and Covenants of Seller; Indemnification. All representations, warranties and covenants of Seller set forth in this Agreement shall be true and correct as of the date of this Agreement is executed and as of the date of Closing, and shall not survive the Closing:

7.1. General Representations, Warranties and Covenants. Seller represents, warrants and covenants that:

- A. All documents being delivered by Seller pursuant to the terms hereof are, to the best of Seller's knowledge, true, accurate and complete and fairly present the information set forth in a manner which is not misleading.
- B. Seller is not a party to, and the Premises is not subject to, any contract or lease or other contract, written or oral, that cannot be terminated at Closing, other than Permitted Exceptions and the Leases.
- C. Between the date hereof and the Closing, no part of the Premises will be alienated, encumbered or transferred in favor of or to any party whatsoever.

- D. To the best of Seller's knowledge (i) there are no underground storage tanks under the surface of the Premises, (ii) there are no facilities on the Premises which are subject to reporting under Section 312 of the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. Section 11022 and the regulations promulgated thereunder, (iii) the Premises are not in violation of any applicable environmental laws, (iv) there are no Hazardous Substances (as hereinafter defined) on, in, under or about the Premises, and (v) the Premises have never been used as a sanitary land fill or dump, or for industrial waste disposal, chemical storage or similar uses. As used herein, a "Hazardous Substance" is any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designed, classified or regulated, under any environmental law, including asbestos and petroleum products and derivatives thereof.
- E. To Seller's knowledge, there are no violations of any laws relating to the Premises, including the use, occupancy, operation or condition thereof and no violations of any restrictive covenants affecting the Premises.
- F. There is no existing, pending, or to Seller's knowledge, threatened limitation on use of streets abutting the Premises, special taxes or assessments to levied against the Premises, change in zoning classification or change in the tax assessment for the Premises.
- G. All Improvements, to the extent that any exist, have been constructed in a good and workmanlike manner and are structurally safe and sound and habitable. To Seller's knowledge, there are no material defects in or about the Improvements, either structural or non-structural, and there are no materially latent defects in or about the Improvements, either structural or non-structural. All heating, air conditioning, plumbing, electrical and lighting equipment and systems, if any exist, are in normal operating condition as of the date of Closing.
- H. All Personal Property, if any exists, is in good operating condition.
- I. The list of Leases, if they exist, set forth on **Exhibit D** is a true and accurate list of all Leases as of the date hereof and each of the Leases is in full force and effect in accordance with its terms and there have been no amendments, modifications, extensions, renewals or side agreements of any nature, either oral or written, to any of the Leases, except as indicated in the copies thereof

previously delivered to Buyer. Seller is not in default under any of the Leases, and to Seller's knowledge, no event has occurred and no condition exists, which, with the giving of notice or lapse of time, or both, could constitute a default on Seller's or on Tenant's part under any of the Leases.

- J. All contracts and agreements, if they exist, described on Exhibit E will be in full force and effect in accordance with their respective terms, and there will be no modifications, amendments, extensions or renewals or other side agreements of any nature with respect thereto, either oral or written. Seller is not in default under any such contracts or agreements and, to Seller's knowledge, no event has occurred and no condition exists which, with the giving of notice or lapse of time, or both, could constitute a default on Seller's part thereunder.
- K. No real estate broker or agent has been given any authority, either written or oral, to act as a leasing agent for space in the Premises. No leasing commission or finder's fee will be incurred by Buyer under any of the Leases upon any Tenant's exercise of any right to renew or extend the terms of any such Tenant's Lease.
- L. From the date of this Agreement, and continuing through the Closing Date, Seller shall:
 - (i) Maintain, at sole cost and expense, the Premises in good condition and repair and shall manage and operate the Premises in the same manner as it is presently managed and operated;
 - (ii) Seller shall not remove any Personal Property except as shall be replaced by an article of equal suitability, quality, and value, free and clear of any liens or security interests;
 - (iii) Seller shall, at its own cost and expense, remedy any violation of any laws or other requirements (including any covenants, conditions and restrictions of record) relating to the ownership, use or operation of the Premises;
 - (iv) Seller shall use all reasonable efforts to preserve the existing relationships, to the extent they exist, with Tenants and vendors with respect to the Premises; and
 - (v) Without Buyer's prior written consent, Seller shall not execute or make any proposals for:
 - (a) any new Leases or other contracts or agreements

with respect to the Premises, or any portion thereof,

- (b) any extensions, amendments, modifications or renewals of the Leases or any other contracts or agreements with respect to the Premises, without Buyer's written consent.

8. Prorations.

- 8.1. Real Estate Taxes. General real estate taxes for the year or years which are, as of the Closing Date, a lien on the Premises, but not yet due and payable shall be apportioned as of the Closing Date based upon 105% of the most recent ascertainable complete bills therefore, and Buyer shall be given a credit against the Purchase Price in the amount of Seller's share thereof. For each tax year for which taxes are prorated as provided in the immediately preceding sentence, Buyer and Seller shall re-prorate such general real estate taxes within thirty (30) days after receipt of the actual final bills therefore if said amount differs by 5% or more. Any special assessments which are a lien as of the Closing Date, whether or not the same shall then be due and payable, shall be paid by Seller, which payment may, at Buyer's option, be in the form of a credit against the Purchase Price.
- 8.2. Utilities. Seller shall take, or cause to be taken, final readings as of Closing for all utilities and shall pay all such charges through the Closing Date.
- 8.3. Rents. Rents shall be apportioned as of the Closing Date; provided, however, that there shall be no proration made for delinquent rents. For a period of ninety (90) days following the Closing Date, Buyer shall use reasonable efforts to collect any delinquent rents, but in no event shall Buyer be required to commence any legal proceedings or other collection procedures. Buyer shall pay to Seller such amounts with respect to delinquent rents as Buyer shall collect at anytime subsequent to closing. If any delinquent rents are not paid within ninety (90) days following the Closing Date, Seller shall have the right to collect such delinquent rents for its own account; provided, however, Seller shall not have the right to commence any legal proceedings or other collection procedures without Buyer's prior written consent and in no event shall Seller have the right to terminate any Lease or Tenant's right to possession thereunder. Seller shall immediately remit to Buyer all sums received from any Tenant after Closing. Seller shall deliver at Closing to Buyer all security deposits and escrow, impound or other accounts relating to additional rents and advance payments of rents held by Seller with respect to the Premises, or any portion thereof.

- 8.4. Other Income and Expenses. All other income from, and expenses of, the Premises not described herein shall be apportioned between the parties hereto as of the Closing Date and a credit given to the party entitled thereto. Any portion of such expense items which is the responsibility of the owner of the Premises and not the Tenants shall be prorated when finally determined.
- 8.5. Transfer Tax. Seller shall pay the amount of any stamp or transfer tax imposed by state, city, or county law. Both parties agree to execute and deliver such transfer tax forms or declarations as may be necessary.
- 8.6. In Cash. Unless otherwise provided for herein, all prorations shall be in cash at the time of Closing.
9. Condemnation; Inspection.
- 9.1. Condemnation or Eminent Domain. In the event, prior to Closing, a condemnation or eminent domain suit is filed against the Premises, or any substantial portion thereof, Buyer hereto shall have the option, within thirty (30) days after receipt of notice of same to: (i) rescind this Agreement, in which case all sums paid by Buyer and any interest earned thereon shall be paid to Buyer, and this Agreement shall be null and void and all obligations hereunder shall terminate; or (ii) elect to close this transaction and, in such event, all proceeds from the eminent domain suit shall belong to Buyer.
- 9.2. Inspection. Buyer shall have the right to inspect the Premises within 48 hours prior to Closing to determine if the Premises are in the same condition as of the date of acceptance of this Agreement, ordinary wear and tear excepted.
10. Casualty Loss.
- A. If prior to Closing, the Premises, or any portion thereof, are damaged to the extent of ten percent (10%) or more of the aggregate value of the Purchase Price by fire or other casualty, Buyer shall have the right, upon notice to Seller delivered within five (5) days after Buyer receives notice of such loss or damage, to terminate this Agreement, in which case neither party hereto shall have any further rights, obligations or liability hereto. In the absence of such notice within such five (5) day period, Buyer shall take title to the Premises and Seller shall, at closing, assign to Buyer whatever rights Seller may have to receive and collect the proceeds of any insurance maintained by Seller against such loss and Buyer shall have the right to deduct from the Purchase Price the amount of any deductible under such insurance.
- B. If prior to Closing, the Premises, or any portion thereof, shall have been damaged to the extent of less than ten percent (10%) of the Purchase Price

in an aggregate value by fire or other casualty covered by insurance carried by Seller, Seller shall assign to Buyer and Buyer shall be entitled to receive the proceeds of such insurance. Buyer shall also have the right to deduct from the Purchase Price the amount of any deductible under such insurance. In the event that the casualty is not covered by the net proceeds of such insurance, and said loss is less than ten percent (10%) of the Purchase Price in the aggregate value, the Purchase Price shall be reduced by the amount of such loss.

- C. Seller shall forthwith deliver notice to Buyer of the occurrence of any fire or other casualty with respect to the Premises.

11. Entrance on Premises. Upon acceptance of this Agreement, Buyer and his agent(s) shall have the right to enter upon the Premises, at its sole risk and cost, for the purpose of inspecting, surveying, testing and otherwise examining the subject Premises. Buyer shall also have the right to install and maintain signage upon the Premises upon execution of the Agreement until termination of the Agreement.

12. Default.

- 12.1. By Buyer. Should Buyer fail to perform this Agreement promptly on its part at the time and in the manner herein specified, and after failing to cure such default within five days of receipt of written notice from Seller, this Agreement shall become null and void, and the Seller shall have the right to possession of the Premises as well as the right to obtain relief in any court of competent jurisdiction enjoining such breach or violation, in addition to every other remedy now or hereafter existing at law or in equity, or by statute, including court costs and attorneys' fees, and including specifically the right to specific performance.
- 12.2. By Seller. Should Seller fail to perform this Agreement promptly on its part at the time and in the manner herein specified, Buyer shall be entitled as a matter of right to obtain relief in any court of competent jurisdiction enjoining such breach or violation, in addition to every other remedy now or hereafter existing at law or in equity, or by statute, including court costs and attorneys' fees, and including specifically the right to specific performance.

13. Miscellaneous.

13.1. Notice. Any and all notices shall be deemed adequately given only if in writing and personally delivered, sent by electronic facsimile (provided the facsimile is followed by certified mail delivery with return receipt) or sent first class registered or certified mail, postage prepaid, to the party for whom such notices are intended, or sent by other means at least as fast and reliable as first class mail. A notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it shall be delivered to the address required by this Agreement; (b) with respect to notices sent by mail, the date as of which the notice is deposited with the postal service, properly addressed, postage prepaid; or (c) with respect to notices sent by electronic facsimile, the date delivered by facsimile (provided proved by certified mail receipt). Any and all such notices referred by this Agreement, or which either party desires to give to the other shall be addressed as follows:

If to Buyer to:

Tazewell County Board Office
Attention: Chairman, Tazewell County Board
11 S. 4th Street
Pekin, IL 61554

With a copy to:

Tazewell County State's Attorneys Office
Attention: Civil Division
342 Court Street
Pekin, IL 61554

If to Seller to:

Abts Family Trust
P.O. Box 301
Pekin, IL 61554

With a copy to:

The above addresses may be changed by notice of such change, as provided herein, to the last address designated.

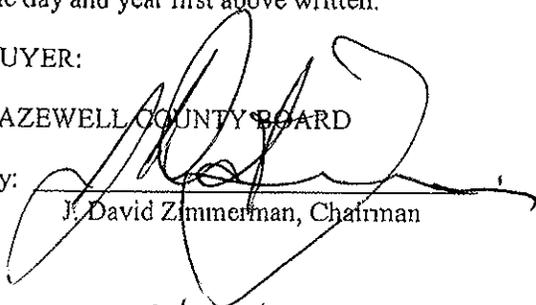
- 13.2. Time of the Essence. Time is of the essence as to all obligations and deadlines set forth in this Agreement.
- 13.3. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, County of Tazewell.
- 13.4. Entire Agreement. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Agreement shall not be altered, modified or changed unless in writing and executed by all parties hereto. This Agreement shall be binding upon the parties, their heirs, executors, administrators, personal representatives, successors and assigns.
- 13.5. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by all applicable laws.
- 13.6. Business Days. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday or legal holiday of the United States Government, such time for performance shall be extended to the next business day.
- 13.7. Waiver. No consent or waiver by a party hereto (either expressed or implied) to or of a breach of any representation, warranty or covenant contained herein shall be construed as a consent or waiver to or of any other or subsequent breach of the same or any other representation, warranty or covenant.
- 13.8. Headings. The article headings are inserted only for convenience and in no way define, limit or describe the scope or intent of any article in this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands the day and year first above written.

BUYER:

TAZEWELL COUNTY BOARD

By:



David Zimmerman, Chairman

Date:

9/25/13

SELLER:

By:



Date:

9-20-2013

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

P.I.N. 04-04-34-440-016; the Easterly 25 feet of Lot 15 in Block 71 in the Original Town, now City of Pekin, as shown on plat recorded in Plat Book "C", page 2, all being situated in Tazewell County, Illinois.



Legend

EXHIBIT B

EXHIBIT C

PERSONAL PROPERTY

NOT APPLICABLE

70542360v4 5145000

EXHIBIT D

LEASES

NOT APPLICABLE

70542360v4 5145000

EXHIBIT E

CONTRACTS

NOT APPLICABLE

70542360v4 5145000

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into this 25th day of September, 2013, by and between **THE COUNTY BOARD OF TAZEWELL, STATE OF ILLINOIS** ("Buyer") and **ABTS FAMILY TRUST** ("Seller").

RECITALS:

A. Seller is the owner of certain real estate commonly known as **P.I.N. #04-04-34-440-017; 409 Elizabeth Street**, located in Pekin, Tazewell County, Illinois, which real estate is legally described on the attached **Exhibit A** ("Property") and depicted on the map attached as **Exhibit B**, any existing improvements thereon.

B. Buyer desires to purchase and Seller desires to sell the following described property for the purchase price and on the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and in reliance upon the recitals set forth above, which are incorporated herein by reference, it is hereby agreed between the parties hereto as follows:

1. **Purchase and Sale.** Seller shall sell and convey to Buyer or its nominee, and Buyer shall purchase from Seller upon and subject to the terms and conditions set forth in this Agreement, the following described property:

- A. All of Seller's right, title and interest, if any, in and to the Property, together with all rights, privileges, easements, licenses, hereditaments and other appurtenances relating thereto;
- B. All of Seller's right, title and interest, if any, in and to (i) any land lying in the bed of any street, road, or highway, open or proposed, in front of or adjoining all or any part of the Property, (ii) any alleys, walls, sidewalks or other property abutting the Property, (iii) any award made or to be made to the owner of the Property by reason of change of grade or the closing of any street, road or highway, and (iv) all strips and gores of land within the boundaries of the Property;
- C. All of Seller's right, title and interest, if any, in and to all buildings, structures, and improvements located on the Property (collectively the "Improvements");
- D. All of Seller's right, title and interest, if any, in and to the equipment, furnishings, furniture and other personal property now or hereafter located on or about or attached to, contained in, or affixed to, the Property and/or the Improvements, including, but not limited to, the personal property described in **Exhibit C**, (the "Personal Property");

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- E. All of Seller's right, title and interest, if any, in the leases described on Exhibit D, (the "Leases");
- F. All of Seller's right, title and interest, if any, in the contracts described on Exhibit E hereto (the "Contracts").

As used in this Agreement, the word "Premises" shall mean all of the property described in subparagraphs 1(A) through (F).

2. Purchase Price. The purchase price for the Premises shall be fifty-seven thousand five hundred dollars and no cents (\$57,500.00) ("Purchase Price"). The Purchase Price shall be payable as follows:

2.1. Upon Closing. At Closing, as defined in paragraph 3 herein, Buyer shall pay the Purchase Price in cash, by certified or cashiers check plus or minus prorations as set forth in paragraph 8.

3. Closing.

3.1. This transaction shall be closed 60 days from the date all of the conditions and contingencies described in Paragraphs 4, 6 and 7 are satisfied or waived in writing by Buyer ("Closing" or "Closing Date"). Closing shall take place on November 25, 2013.

3.2. Documents delivered at Closing.

A. At Closing, Seller shall deliver or cause to be delivered to Buyer the following documents if they exist, each in form and substance satisfactory to Buyer in its sole but reasonable discretion:

- (i) recordable warranty deed executed by Seller and the Tazewell County Board (the "Deed") conveying the Property to Buyer or its nominee;
- (ii) an assignment of warranties, if any, executed by Seller, assigning to Buyer or its nominee all of Buyer's right, title and interest in and to any existing warranties with respect to any Personal Property or Improvements, together with an original copy of each such warranty;
- (iii) an assignment of permits, if any, executed by Seller assigning to Buyer or its nominee all of Seller's right, title and interest in and to any permits issued by any governmental authority with respect to the Premises, together with an original copy of each such permit;

- (iv) an affidavit of Seller certifying that Seller is not a "foreign" person for purposes of Section 14.45 of the Internal Revenue Code of 1986, as amended;
- (v) all plans and specifications relating to the Premises, including all architectural, structural and mechanical drawings and plans if any exist;
- (vi) the Title Policy;
- (vii) the original execution copy of each Lease if any exist;
- (viii) all of Seller's files, if they exist, with respect to each of the Leases, including all correspondence to and from any Tenant;
- (ix) the original execution copy of each Contract assigned to Buyer hereunder and such written consents as may be required to validly assign all of Seller's right, title and interest in and to the Contracts assigned to Buyer hereunder;
- (x) Uniform Commercial Code searches of Seller dated not earlier than seven (7) days prior to the Closing Date showing the Personal Property and Improvements to be free and clear of all security interests, liens and encumbrances other than those which Seller shall remove at Closing;
- (xi) a certificate or letter issued by the department of revenue in the state in which the Premises is located showing that Seller has no liability for the payment of any assessed but unpaid tax, penalty or interest under the income tax act or the retailer's occupational tax act of the state in which the Premises is located;
- (xii) letter to each Tenant, if tenants exist, dated as of the Closing Date and executed by Seller, informing such Tenant of the assignment of such Tenant's lease to Buyer or its nominee;
- (xiii) a Rent Roll, if one exists, which is certified true, correct and complete as of the Closing Date. As used in this Agreement, "Rent Roll" shall mean a list identifying each Lease and each Tenant thereunder, the amount of space leased thereunder, the rent payable monthly thereunder, additional rent payable monthly thereunder, the security deposit held thereunder, if any, the amount of any

concession, rebate, allowance, or period of occupancy free of rent under the Lease, and commencement and expiration dates of such Lease, and a description of any rights to renew or extend and any rights of refusal, rights of first offer or opportunity, rights of negotiation or purchase rights granted to such Tenant, including the amount of any brokerage or similar fees or commissions payable as a result of the exercise of any such rights and identifying the person to which such fee or commission is payable and the dates payable;

- (xiv) prior to, at or post closing, such other documents and certificates as Buyer or the Title Company may reasonably request in order to consummate the transactions described herein.

B. At Closing, Buyer shall deliver or cause to be delivered to Seller the following:

- (i) the Purchase Price in accordance with Paragraph 2; and
- (ii) such other documents and certificates as Seller or the title insurer may reasonably request in order to consummate the transactions described herein.

C. At Closing, Seller and Buyer shall jointly execute and deliver the following:

- (i) a closing statement prepared in accordance with this Agreement;
- (ii) all real estate tax declarations, statements, or certificates required by any applicable laws;
- (iii) if one exists, an Assignment and Assumption of Leases (together with all guaranties thereof) in form and substance reasonably satisfactory to Buyer and Seller, whereby Seller assigns all of its right, title and interest in and to the Leases to Buyer and Buyer accepts such assignment and assumes all of Seller's obligations as landlord under each of the Leases arising after the Closing Date; and
- (iv) as to Contracts being assigned to Buyer hereunder, if any such contracts exist, an Assignment and Assumption of Contracts in form and substance reasonably satisfactory to Buyer and Seller, whereby Seller assigns all of its right, title and interest in and to the Contracts to Buyer and Buyer

accepts such assignments and assumes all of Seller's obligations under each of the Contracts arising after the Closing Date, and consent of the other party thereto.

D. Closing Costs.

- (i) The Buyer shall pay for and be responsible for any and all filing and recording fees, and real estate transfer taxes.

Contingencies.

3.3. This Agreement is contingent upon the following items which items must be completed to Buyer's satisfaction prior to closing:

- A. Inspection Period. Notwithstanding any provision of this Agreement to the contrary, Buyer, its agents and consultants, shall have from the date Buyer receives a fully executed original of this Agreement ("Effective Date") through and continuing for a period of thirty (30) days from the Effective Date (the "Inspection Period") in which to undertake, at Buyer's expense, any and all inspections, studies, investigations and other evaluations of and concerning the Premises and its intended use as Buyer, in Buyer's sole and absolute discretion, deems appropriate, including, but not limited to, determination by Buyer as to sufficiency of soil, environmental tests, utilities, titles, licenses, permits and easements. For those purposes, Seller hereby grants to Buyer, its consultants, agents or assigns, a license and full right of entry upon the Premises during the Inspection Period until termination of this Agreement. Buyer agrees that it shall cause any physical damage to the Premises occasioned as a result of any soil borings or any physical tests or examinations to be repaired to the original condition thereof promptly upon completion of any such test or examination.

Notwithstanding any provision of this Agreement to the contrary, in the event that Buyer fails to deliver written notice to Seller on or before the last day of the Inspection Period notifying Seller that the results of the inspections, studies or investigations and evaluations are, in Buyer's sole and absolute discretion, acceptable to Buyer or that Buyer waives the foregoing contingency contained in this Section, then Seller and Buyer may, at any time after the last day of the Inspection Period (as may be extended as provided below), terminate this Agreement whereupon the Earnest Money, together with all interest accrued thereon, shall be returned to Buyer. If Seller elects to terminate this Agreement as provided in this Section, Buyer will have ten (10) days after receiving Seller's written termination notice ("Termination Notice") to either waive

in writing the contingency contained in this Section 4.1(a) and agree to close this Agreement in accordance with the provisions of this Agreement or exercise any extension that may exist as set forth below. If Buyer does not waive the contingency contained in this or exercise any extension that may exist as set forth below within ten (10) days of Buyer's receipt of the Termination Notice, this Agreement will terminate and be of no further force or effect ten (10) days after Seller's Termination Notice is received by Buyer.

- B. Environmental Disclosure Statement. Within ten (10) days of execution of this Agreement, Seller shall provide Buyer with a properly completed disclosure statement required by the law of the state in which the Premises are located or an affidavit stating Seller is not required to complete and deliver such disclosure statement to Buyer pursuant to such law.
- C. Environmental Audit. Buyer may obtain at Buyer's expense a current satisfactory Phase I Environmental Audit from a reputable civil engineering firm within thirty (30) days of Buyer's receipt of a fully executed original of this Agreement.

Within five (5) days of the execution of this Agreement, at no cost to Buyer, Seller shall provide Buyer with copies of any site specific soil reports, title reports, engineering studies, site studies, utility studies, environmental reports, wetland delineations or reports, surveys, topographical surveys or other studies or reports if such reports and/or studies exist, in Seller's or its agents possession which affect or relate to the Premises.

- 3.4. Conditions Precedent to Closing. Performance of Buyer's obligations at Closing and subject to the following conditions precedent:
 - A. as of Closing, all of the covenants in this Agreement to be performed by Seller at or prior to Closing shall have been duly performed;
 - B. as of Closing, there shall have been no material adverse change in the financial condition of any Tenant and no Tenant shall have abandoned the space within the Premises demised to such Tenant pursuant to a Lease, terminated or attempted to terminate its Lease, or become delinquent in payment in rent or additional rent if any tenants exist;
 - C. as of Closing, the Premises shall not be located within any conservation, historic preservation or similar district designated as such by any governmental authority having jurisdiction thereof;
 - D. if any tenants exist, on or before five (5) days before the Closing

Date, Seller shall have delivered to Buyer estoppel letters from each Tenant, each dated not more than five (5) days prior to the date of delivery stating: that the Lease is in full force and effect, that the Lease, as the case may be, is unmodified (or if there have been modifications identifying the same by the date thereof and specifying the nature thereof); that Tenant has not received any notice of default or notice of termination of the Lease or if Tenant has received such notice, that it has been revoked if such be the case); that to the knowledge of the Tenant, no event of default exists thereunder (or if any such event of default is asserted to exist, specifying the same and stating the details thereof); that Tenant has no claims, defenses or offsets against Landlord under the Lease (or if Tenant asserts claims, defenses or offsets, specifying in detail, the nature of such); and the dates to which the rentals and other amounts payable by Tenant have been paid;

- E. Buyer has received within thirty (30) days of the execution of this Agreement, a favorable report by a professional engineer, concerning the Improvements and all mechanical, electrical, hydraulic, HVAC and other systems installed therein to the extent that any such systems exist.

If any of the above conditions is not satisfied by the date specified therefor, Buyer shall have the right to either waive such condition or terminate this Agreement by notice delivered to Seller. No such termination of this Agreement shall be deemed to limit Buyer's rights and remedies if Seller is in default hereunder.

4. Survey. Buyer may obtain, at Buyer's expense, a current ALTA certified survey map ("Survey") of the Premises. Said certified survey shall disclose:

- 4.1. Location. The location and land area of the Premises and its relationship to adjoining properties.
- 4.2. Possession. Any and all evidence of possession and the location of physical improvements and structures thereon.
- 4.3. Easements/Servitudes. Observable evidence of easements and or servitudes of all kinds, as those created by roads; right-of-way; water courses; drains; telephone, telegraph, or electric lines; water, sewer, oil or gas pipelines on or across the surveyed Premises and on adjoining properties if they appear to effect the surveyed Premises.
- 4.4. Location of Structures. The character and location of all walls, buildings, or fences within two feet of either side of the boundary line, annotations of all encroaching structural appurtenances and projections with the extent of such encroachment or projection.

4.5. Ingress/Egress. Appropriate ingress and egress to and from the Premises.

Said survey shall also be delivered to the Title Company who shall agree to remove its exceptions contained in the title policy with regard to items that an accurate survey might show and certified to Buyer and Title Company.

5. Title Insurance. Upon acceptance of this Agreement, Seller at his own expense, shall furnish evidence of merchantable title in the form of a current title insurance commitment and a final policy of title insurance ("Title Policy") from the Title Company in the amount of the Purchase Price subject only to those exceptions approved in writing by Buyer ("Permitted Exceptions").

6. Unpermitted Exceptions. If the Title Commitment or Survey discloses either unpermitted exceptions or survey matters that render the title unmarketable, (hereinafter referred to as "Title Defects") Seller shall have 30 days from the date of delivery of the Title Commitment or Survey, whichever is later, to have the Title Defects removed or corrected or have the title insurer commit to insure against loss or damage that may be occasioned by such Title Defects and in such event, the time of closing shall be 30 days after delivery of the corrected commitment or the time expressly specified in Paragraph 3, whichever is later. If the Seller fails to have the Title Defects removed or in the alternative, to obtain the commitment for title insurance classified above as to such Title Defects within the specified time, Buyer may terminate this Agreement or may elect, upon notice to Seller after the expiration of the 30 day period, to take title as it then is with the right to deduct from the Purchase Price liens or encumbrances of a definite or ascertainable amount. If Buyer does not so elect, this Agreement shall become null and void without further action of the parties.

7. Representations, Warranties and Covenants of Seller; Indemnification. All representations, warranties and covenants of Seller set forth in this Agreement shall be true and correct as of the date of this Agreement is executed and as of the date of Closing, and shall not survive the Closing:

7.1. General Representations, Warranties and Covenants. Seller represents, warrants and covenants that:

- A. All documents being delivered by Seller pursuant to the terms hereof are, to the best of Seller's knowledge, true, accurate and complete and fairly present the information set forth in a manner which is not misleading.
- B. Seller is not a party to, and the Premises is not subject to, any contract or lease or other contract, written or oral, that cannot be terminated at Closing, other than Permitted Exceptions and the Leases.
- C. Between the date hereof and the Closing, no part of the Premises will be alienated, encumbered or transferred in favor of or to any party whatsoever.

- D. To the best of Seller's knowledge (i) there are no underground storage tanks under the surface of the Premises, (ii) there are no facilities on the Premises which are subject to reporting under Section 312 of the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. Section 11022 and the regulations promulgated thereunder, (iii) the Premises are not in violation of any applicable environmental laws, (iv) there are no Hazardous Substances (as hereinafter defined) on, in, under or about the Premises, and (v) the Premises have never been used as a sanitary land fill or dump, or for industrial waste disposal, chemical storage or similar uses. As used herein, a "Hazardous Substance" is any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designed, classified or regulated, under any environmental law, including asbestos and petroleum products and derivatives thereof.
- E. To Seller's knowledge, there are no violations of any laws relating to the Premises, including the use, occupancy, operation or condition thereof and no violations of any restrictive covenants affecting the Premises.
- F. There is no existing, pending, or to Seller's knowledge, threatened limitation on use of streets abutting the Premises, special taxes or assessments to levied against the Premises, change in zoning classification or change in the tax assessment for the Premises.
- G. All Improvements, to the extent that any exist, have been constructed in a good and workmanlike manner and are structurally safe and sound and habitable. To Seller's knowledge, there are no material defects in or about the Improvements, either structural or non-structural, and there are no materially latent defects in or about the Improvements, either structural or non-structural. All heating, air conditioning, plumbing, electrical and lighting equipment and systems, if any exist, are in normal operating condition as of the date of Closing.
- H. All Personal Property, if any exists, is in good operating condition.
- I. The list of Leases, if they exist, set forth on Exhibit D is a true and accurate list of all Leases as of the date hereof and each of the Leases is in full force and effect in accordance with its terms and there have been no amendments, modifications, extensions, renewals or side agreements of any nature, either oral or written, to any of the Leases, except as indicated in the copies thereof

previously delivered to Buyer. Seller is not in default under any of the Leases, and to Seller's knowledge, no event has occurred and no condition exists, which, with the giving of notice or lapse of time, or both, could constitute a default on Seller's or on Tenant's part under any of the Leases.

- J. All contracts and agreements, if they exist, described on **Exhibit E** will be in full force and effect in accordance with their respective terms, and there will be no modifications, amendments, extensions or renewals or other side agreements of any nature with respect thereto, either oral or written. Seller is not in default under any such contracts or agreements and, to Seller's knowledge, no event has occurred and no condition exists which, with the giving of notice or lapse of time, or both, could constitute a default on Seller's part thereunder.
- K. No real estate broker or agent has been given any authority, either written or oral, to act as a leasing agent for space in the Premises. No leasing commission or finder's fee will be incurred by Buyer under any of the Leases upon any Tenant's exercise of any right to renew or extend the terms of any such Tenant's Lease.
- L. From the date of this Agreement, and continuing through the Closing Date, Seller shall:
 - (i) Maintain, at sole cost and expense, the Premises in good condition and repair and shall manage and operate the Premises in the same manner as it is presently managed and operated;
 - (ii) Seller shall not remove any Personal Property except as shall be replaced by an article of equal suitability, quality, and value, free and clear of any liens or security interests;
 - (iii) Seller shall, at its own cost and expense, remedy any violation of any laws or other requirements (including any covenants, conditions and restrictions of record) relating to the ownership, use or operation of the Premises;
 - (iv) Seller shall use all reasonable efforts to preserve the existing relationships, to the extent they exist, with Tenants and vendors with respect to the Premises; and
 - (v) Without Buyer's prior written consent, Seller shall not execute or make any proposals for:
 - (a) any new Leases or other contracts or agreements

with respect to the Premises, or any portion thereof,

- (b) any extensions, amendments, modifications or renewals of the Leases or any other contracts or agreements with respect to the Premises, without Buyer's written consent.

8. Prorations.

- 8.1. Real Estate Taxes. General real estate taxes for the year or years which are, as of the Closing Date, a lien on the Premises, but not yet due and payable shall be apportioned as of the Closing Date based upon 105% of the most recent ascertainable complete bills therefore, and Buyer shall be given a credit against the Purchase Price in the amount of Seller's share thereof. For each tax year for which taxes are prorated as provided in the immediately preceding sentence, Buyer and Seller shall reprorate such general real estate taxes within thirty (30) days after receipt of the actual final bills therefore if said amount differs by 5% or more. Any special assessments which are a lien as of the Closing Date, whether or not the same shall then be due and payable, shall be paid by Seller, which payment may, at Buyer's option, be in the form of a credit against the Purchase Price.
- 8.2. Utilities. Seller shall take, or cause to be taken, final readings as of Closing for all utilities and shall pay all such charges through the Closing Date.
- 8.3. Rents. Rents shall be apportioned as of the Closing Date; provided, however, that there shall be no proration made for delinquent rents. For a period of ninety (90) days following the Closing Date, Buyer shall use reasonable efforts to collect any delinquent rents, but in no event shall Buyer be required to commence any legal proceedings or other collection procedures. Buyer shall pay to Seller such amounts with respect to delinquent rents as Buyer shall collect at anytime subsequent to closing. If any delinquent rents are not paid within ninety (90) days following the Closing Date, Seller shall have the right to collect such delinquent rents for its own account; provided, however, Seller shall not have the right to commence any legal proceedings or other collection procedures without Buyer's prior written consent and in no event shall Seller have the right to terminate any Lease or Tenant's right to possession thereunder. Seller shall immediately remit to Buyer all sums received from any Tenant after Closing. Seller shall deliver at Closing to Buyer all security deposits and escrow, impound or other accounts relating to additional rents and advance payments of rents held by Seller with respect to the Premises, or any portion thereof.

- 8.4. Other Income and Expenses. All other income from, and expenses of, the Premises not described herein shall be apportioned between the parties hereto as of the Closing Date and a credit given to the party entitled thereto. Any portion of such expense items which is the responsibility of the owner of the Premises and not the Tenants shall be prorated when finally determined.
- 8.5. Transfer Tax. Seller shall pay the amount of any stamp or transfer tax imposed by state, city, or county law. Both parties agree to execute and deliver such transfer tax forms or declarations as may be necessary.
- 8.6. In Cash. Unless otherwise provided for herein, all prorations shall be in cash at the time of Closing.
9. Condemnation; Inspection.
- 9.1. Condemnation or Eminent Domain. In the event, prior to Closing, a condemnation or eminent domain suit is filed against the Premises, or any substantial portion thereof, Buyer hereto shall have the option, within thirty (30) days after receipt of notice of same to: (i) rescind this Agreement, in which case all sums paid by Buyer and any interest earned thereon shall be paid to Buyer, and this Agreement shall be null and void and all obligations hereunder shall terminate; or (ii) elect to close this transaction and, in such event, all proceeds from the eminent domain suit shall belong to Buyer.
- 9.2. Inspection. Buyer shall have the right to inspect the Premises within 48 hours prior to Closing to determine if the Premises are in the same condition as of the date of acceptance of this Agreement, ordinary wear and tear excepted.
10. Casualty Loss.
- A. If prior to Closing, the Premises, or any portion thereof, are damaged to the extent of ten percent (10%) or more of the aggregate value of the Purchase Price by fire or other casualty, Buyer shall have the right, upon notice to Seller delivered within five (5) days after Buyer receives notice of such loss or damage, to terminate this Agreement, in which case neither party hereto shall have any further rights, obligations or liability hereto. In the absence of such notice within such five (5) day period, Buyer shall take title to the Premises and Seller shall, at closing, assign to Buyer whatever rights Seller may have to receive and collect the proceeds of any insurance maintained by Seller against such loss and Buyer shall have the right to deduct from the Purchase Price the amount of any deductible under such insurance.
- B. If prior to Closing, the Premises, or any portion thereof, shall have been damaged to the extent of less than ten percent (10%) of the Purchase Price

in an aggregate value by fire or other casualty covered by insurance carried by Seller, Seller shall assign to Buyer and Buyer shall be entitled to receive the proceeds of such insurance. Buyer shall also have the right to deduct from the Purchase Price the amount of any deductible under such insurance. In the event that the casualty is not covered by the net proceeds of such insurance, and said loss is less than ten percent (10%) of the Purchase Price in the aggregate value, the Purchase Price shall be reduced by the amount of such loss.

- C. Seller shall forthwith deliver notice to Buyer of the occurrence of any fire or other casualty with respect to the Premises.

11. Entrance on Premises. Upon acceptance of this Agreement, Buyer and his agent(s) shall have the right to enter upon the Premises, at its sole risk and cost, for the purpose of inspecting, surveying, testing and otherwise examining the subject Premises. Buyer shall also have the right to install and maintain signage upon the Premises upon execution of the Agreement until termination of the Agreement.

12. Default.

- 12.1. By Buyer. Should Buyer fail to perform this Agreement promptly on its part at the time and in the manner herein specified, and after failing to cure such default within five days of receipt of written notice from Seller, this Agreement shall become null and void, and the Seller shall have the right to possession of the Premises as well as the right to obtain relief in any court of competent jurisdiction enjoining such breach or violation, in addition to every other remedy now or hereafter existing at law or in equity, or by statute, including court costs and attorneys' fees, and including specifically the right to specific performance.
- 12.2. By Seller. Should Seller fail to perform this Agreement promptly on its part at the time and in the manner herein specified, Buyer shall be entitled as a matter of right to obtain relief in any court of competent jurisdiction enjoining such breach or violation, in addition to every other remedy now or hereafter existing at law or in equity, or by statute, including court costs and attorneys' fees, and including specifically the right to specific performance.

13. Miscellaneous.

13.1. Notice. Any and all notices shall be deemed adequately given only if in writing and personally delivered, sent by electronic facsimile (provided the facsimile is followed by certified mail delivery with return receipt) or sent first class registered or certified mail, postage prepaid, to the party for whom such notices are intended, or sent by other means at least as fast and reliable as first class mail. A notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it shall be delivered to the address required by this Agreement; (b) with respect to notices sent by mail, the date as of which the notice is deposited with the postal service, properly addressed, postage prepaid; or (c) with respect to notices sent by electronic facsimile, the date delivered by facsimile (provided proved by certified mail receipt). Any and all such notices referred by this Agreement, or which either party desires to give to the other shall be addressed as follows:

If to Buyer to:

Tazewell County Board Office
Attention: Chairman, Tazewell County Board
11 S. 4th Street
Pekin, IL 61554

With a copy to:

Tazewell County State's Attorneys Office
Attention: Civil Division
342 Court Street
Pekin, IL 61554

If to Seller to:

Abts Family Trust
P.O. Box 301
Pekin, IL 61554

With a copy to:

The above addresses may be changed by notice of such change, as provided herein, to the last address designated.

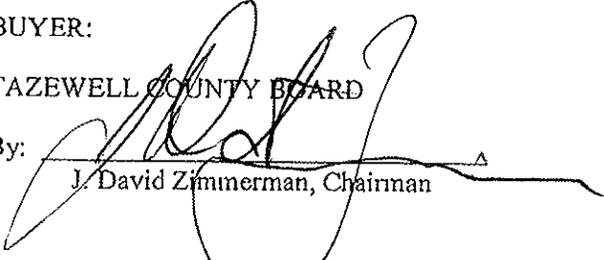
- 13.2. Time of the Essence. Time is of the essence as to all obligations and deadlines set forth in this Agreement.
- 13.3. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, County of Tazewell.
- 13.4. Entire Agreement. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Agreement shall not be altered, modified or changed unless in writing and executed by all parties hereto. This Agreement shall be binding upon the parties, their heirs, executors, administrators, personal representatives, successors and assigns.
- 13.5. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by all applicable laws.
- 13.6. Business Days. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday or legal holiday of the United States Government, such time for performance shall be extended to the next business day.
- 13.7. Waiver. No consent or waiver by a party hereto (either expressed or implied) to or of a breach of any representation, warranty or covenant contained herein shall be construed as a consent or waiver to or of any other or subsequent breach of the same or any other representation, warranty or covenant.
- 13.8. Headings. The article headings are inserted only for convenience and in no way define, limit or describe the scope or intent of any article in this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands the day and year first above written.

BUYER:

TAZEWELL COUNTY BOARD

By:


J. David Zimmerman, Chairman

Date:

9/25/13

SELLER:

By:



Date:

9-20-2013

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

P.I.N. #04-04-34-440-017; the West 18' of Lot 14 Block 17 in the Original Town of Pekin, Tazewell County, Illinois; as shown on Plat recorded in Plat Book "C", page 2.



Legend

EXHIBIT B

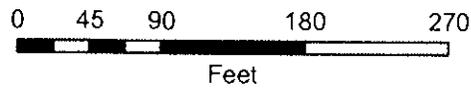
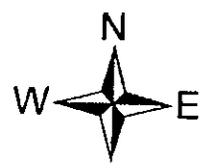


EXHIBIT C

PERSONAL PROPERTY

NOT APPLICABLE

70542360v4 5145000

EXHIBIT D

LEASES

NOT APPLICABLE

70542360v4 5145000

EXHIBIT E

CONTRACTS

NOT APPLICABLE

70542360v4 5145000

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into this 25th day of September, 2013, by and between **THE COUNTY BOARD OF TAZEWELL, STATE OF ILLINOIS** ("Buyer") and **RONALD J. AND DEANNA K. KLEIN** ("Seller").

RECITALS:

A. Seller is the owner of certain real estate commonly known as **P.I.N. #04-04-34-440-018; 411 Elizabeth Street**, located in Pekin, Tazewell County, Illinois, which real estate is legally described on the attached **Exhibit A** ("Property") and depicted on the map attached as **Exhibit B**, any existing improvements thereon.

B. Buyer desires to purchase and Seller desires to sell the following described property for the purchase price and on the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and in reliance upon the recitals set forth above, which are incorporated herein by reference, it is hereby agreed between the parties hereto as follows:

1. **Purchase and Sale.** Seller shall sell and convey to Buyer or its nominee, and Buyer shall purchase from Seller upon and subject to the terms and conditions set forth in this Agreement, the following described property:

- A. All of Seller's right, title and interest, if any, in and to the Property, together with all rights, privileges, easements, licenses, hereditaments and other appurtenances relating thereto;
- B. All of Seller's right, title and interest, if any, in and to (i) any land lying in the bed of any street, road, or highway, open or proposed, in front of or adjoining all or any part of the Property, (ii) any alleys, walls, sidewalks or other property abutting the Property, (iii) any award made or to be made to the owner of the Property by reason of change of grade or the closing of any street, road or highway, and (iv) all strips and gores of land within the boundaries of the Property;
- C. All of Seller's right, title and interest, if any, in and to all buildings, structures, and improvements located on the Property (collectively the "Improvements");
- D. All of Seller's right, title and interest, if any, in and to the equipment, furnishings, furniture and other personal property now or hereafter located on or about or attached to, contained in, or affixed to, the Property and/or the Improvements, including, but not limited to, the personal property described in **Exhibit C**, (the "Personal Property");

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- E. All of Seller's right, title and interest, if any, in the leases described on Exhibit D, (the "Leases");
- F. All of Seller's right, title and interest, if any, in the contracts described on Exhibit E hereto (the "Contracts").

As used in this Agreement, the word "Premises" shall mean all of the property described in subparagraphs 1(A) through (F).

2. Purchase Price. The purchase price for the Premises shall be eighty thousand dollars and no cents (\$80,000.00) ("Purchase Price"). The Purchase Price shall be payable as follows:

2.1. Upon Closing. At Closing, as defined in paragraph 3 herein, Buyer shall pay the Purchase Price in cash, by certified or cashiers check plus or minus prorations as set forth in paragraph 8.

3. Closing.

3.1. This transaction shall be closed 60 days from the date all of the conditions and contingencies described in Paragraphs 4, 6 and 7 are satisfied or waived in writing by Buyer ("Closing" or "Closing Date"). Closing shall take place on November 25, 2013.

3.2. Documents delivered at Closing.

A. At Closing, Seller shall deliver or cause to be delivered to Buyer the following documents if they exist, each in form and substance satisfactory to Buyer in its sole but reasonable discretion:

- (i) recordable warranty deed executed by Seller and the Tazewell County Board (the "Deed") conveying the Property to Buyer or its nominee;
- (ii) an assignment of warranties, if any, executed by Seller, assigning to Buyer or its nominee all of Buyer's right, title and interest in and to any existing warranties with respect to any Personal Property or Improvements, together with an original copy of each such warranty;
- (iii) an assignment of permits, if any, executed by Seller assigning to Buyer or its nominee all of Seller's right, title and interest in and to any permits issued by any governmental authority with respect to the Premises, together with an original copy of each such permit;

- (iv) an affidavit of Seller certifying that Seller is not a "foreign" person for purposes of Section 14.45 of the Internal Revenue Code of 1986, as amended;
- (v) all plans and specifications relating to the Premises, including all architectural, structural and mechanical drawings and plans if any exist;
- (vi) the Title Policy;
- (vii) the original execution copy of each Lease if any exist;
- (viii) all of Seller's files, if they exist, with respect to each of the Leases, including all correspondence to and from any Tenant;
- (ix) the original execution copy of each Contract assigned to Buyer hereunder and such written consents as may be required to validly assign all of Seller's right, title and interest in and to the Contracts assigned to Buyer hereunder;
- (x) Uniform Commercial Code searches of Seller dated not earlier than seven (7) days prior to the Closing Date showing the Personal Property and Improvements to be free and clear of all security interests, liens and encumbrances other than those which Seller shall remove at Closing;
- (xi) a certificate or letter issued by the department of revenue in the state in which the Premises is located showing that Seller has no liability for the payment of any assessed but unpaid tax, penalty or interest under the income tax act or the retailer's occupational tax act of the state in which the Premises is located;
- (xii) letter to each Tenant, if tenants exist, dated as of the Closing Date and executed by Seller, informing such Tenant of the assignment of such Tenant's lease to Buyer or its nominee;
- (xiii) a Rent Roll, if one exists, which is certified true, correct and complete as of the Closing Date. As used in this Agreement, "Rent Roll" shall mean a list identifying each Lease and each Tenant thereunder, the amount of space leased thereunder, the rent payable monthly thereunder, additional rent payable monthly thereunder, the security deposit held thereunder, if any, the amount of any

concession, rebate, allowance, or period of occupancy free of rent under the Lease, and commencement and expiration dates of such Lease, and a description of any rights to renew or extend and any rights of refusal, rights of first offer or opportunity, rights of negotiation or purchase rights granted to such Tenant, including the amount of any brokerage or similar fees or commissions payable as a result of the exercise of any such rights and identifying the person to which such fee or commission is payable and the dates payable;

(xiv) prior to, at or post closing, such other documents and certificates as Buyer or the Title Company may reasonably request in order to consummate the transactions described herein.

B. At Closing, Buyer shall deliver or cause to be delivered to Seller the following:

- (i) the Purchase Price in accordance with Paragraph 2; and
- (ii) such other documents and certificates as Seller or the title insurer may reasonably request in order to consummate the transactions described herein.

C. At Closing, Seller and Buyer shall jointly execute and deliver the following:

- (i) a closing statement prepared in accordance with this Agreement;
- (ii) all real estate tax declarations, statements, or certificates required by any applicable laws;
- (iii) if one exists, an Assignment and Assumption of Leases (together with all guaranties thereof) in form and substance reasonably satisfactory to Buyer and Seller, whereby Seller assigns all of its right, title and interest in and to the Leases to Buyer and Buyer accepts such assignment and assumes all of Seller's obligations as landlord under each of the Leases arising after the Closing Date; and
- (iv) as to Contracts being assigned to Buyer hereunder, if any such contracts exist, an Assignment and Assumption of Contracts in form and substance reasonably satisfactory to Buyer and Seller, whereby Seller assigns all of its right, title and interest in and to the Contracts to Buyer and Buyer

accepts such assignments and assumes all of Seller's obligations under each of the Contracts arising after the Closing Date, and consent of the other party thereto.

D. Closing Costs.

- (i) The Buyer shall pay for and be responsible for any and all filing and recording fees, and real estate transfer taxes.

Contingencies.

- 3.3. This Agreement is contingent upon the following items which items must be completed to Buyer's satisfaction prior to closing:

- A. Inspection Period. Notwithstanding any provision of this Agreement to the contrary, Buyer, its agents and consultants, shall have from the date Buyer receives a fully executed original of this Agreement ("Effective Date") through and continuing for a period of thirty (30) days from the Effective Date (the "Inspection Period") in which to undertake, at Buyer's expense, any and all inspections, studies, investigations and other evaluations of and concerning the Premises and its intended use as Buyer, in Buyer's sole and absolute discretion, deems appropriate, including, but not limited to, determination by Buyer as to sufficiency of soil, environmental tests, utilities, titles, licenses, permits and easements. For those purposes, Seller hereby grants to Buyer, its consultants, agents or assigns, a license and full right of entry upon the Premises during the Inspection Period until termination of this Agreement. Buyer agrees that it shall cause any physical damage to the Premises occasioned as a result of any soil borings or any physical tests or examinations to be repaired to the original condition thereof promptly upon completion of any such test or examination.

Notwithstanding any provision of this Agreement to the contrary, in the event that Buyer fails to deliver written notice to Seller on or before the last day of the Inspection Period notifying Seller that the results of the inspections, studies or investigations and evaluations are, in Buyer's sole and absolute discretion, acceptable to Buyer or that Buyer waives the foregoing contingency contained in this Section, then Seller and Buyer may, at any time after the last day of the Inspection Period (as may be extended as provided below), terminate this Agreement whereupon the Earnest Money, together with all interest accrued thereon, shall be returned to Buyer. If Seller elects to terminate this Agreement as provided in this Section, Buyer will have ten (10) days after receiving Seller's written termination notice ("Termination Notice") to either waive

in writing the contingency contained in this Section 4.1(a) and agree to close this Agreement in accordance with the provisions of this Agreement or exercise any extension that may exist as set forth below. If Buyer does not waive the contingency contained in this Section or exercise any extension that may exist as set forth below within ten (10) days of Buyer's receipt of the Termination Notice, this Agreement will terminate and be of no further force or effect ten (10) days after Seller's Termination Notice is received by Buyer.

- B. Environmental Disclosure Statement. Within ten (10) days of execution of this Agreement, Seller shall provide Buyer with a properly completed disclosure statement required by the law of the state in which the Premises are located or an affidavit stating Seller is not required to complete and deliver such disclosure statement to Buyer pursuant to such law.
- C. Environmental Audit. Buyer may obtain at Buyer's expense a current satisfactory Phase I Environmental Audit from a reputable civil engineering firm within thirty (30) days of Buyer's receipt of a fully executed original of this Agreement.

Within five (5) days of the execution of this Agreement, at no cost to Buyer, Seller shall provide Buyer with copies of any site specific soil reports, title reports, engineering studies, site studies, utility studies, environmental reports, wetland delineations or reports, surveys, topographical surveys or other studies or reports if such reports and/or studies exist, in Seller's or its agents possession which affect or relate to the Premises.

3.4. Conditions Precedent to Closing. Performance of Buyer's obligations at Closing and subject to the following conditions precedent:

- A. as of Closing, all of the covenants in this Agreement to be performed by Seller at or prior to Closing shall have been duly performed;
- B. as of Closing, there shall have been no material adverse change in the financial condition of any Tenant and no Tenant shall have abandoned the space within the Premises demised to such Tenant pursuant to a Lease, terminated or attempted to terminate its Lease, or become delinquent in payment in rent or additional rent if any tenants exist;
- C. as of Closing, the Premises shall not be located within any conservation, historic preservation or similar district designated as such by any governmental authority having jurisdiction thereof;
- D. if any tenants exist, on or before five (5) days before the Closing

Date, Seller shall have delivered to Buyer estoppel letters from each Tenant, each dated not more than five (5) days prior to the date of delivery stating: that the Lease is in full force and effect, that the Lease, as the case may be, is unmodified (or if there have been modifications identifying the same by the date thereof and specifying the nature thereof); that Tenant has not received any notice of default or notice of termination of the Lease or if Tenant has received such notice, that it has been revoked if such be the case); that to the knowledge of the Tenant, no event of default exists thereunder (or if any such event of default is asserted to exist, specifying the same and stating the details thereof); that Tenant has no claims, defenses or offsets against Landlord under the Lease (or if Tenant asserts claims, defenses or offsets, specifying in detail, the nature of such); and the dates to which the rentals and other amounts payable by Tenant have been paid;

- E. Buyer has received within thirty (30) days of the execution of this Agreement, a favorable report by a professional engineer, concerning the Improvements and all mechanical, electrical, hydraulic, HVAC and other systems installed therein to the extent that any such systems exist.

If any of the above conditions is not satisfied by the date specified therefor, Buyer shall have the right to either waive such condition or terminate this Agreement by notice delivered to Seller. No such termination of this Agreement shall be deemed to limit Buyer's rights and remedies if Seller is in default hereunder.

4. Survey. Buyer may obtain, at Buyer's expense, a current ALTA certified survey map ("Survey") of the Premises. Said certified survey shall disclose:

- 4.1. Location. The location and land area of the Premises and its relationship to adjoining properties.
- 4.2. Possession. Any and all evidence of possession and the location of physical improvements and structures thereon.
- 4.3. Easements/Servitudes. Observable evidence of easements and or servitudes of all kinds, as those created by roads; right-of-way; water courses; drains; telephone, telegraph, or electric lines; water, sewer, oil or gas pipelines on or across the surveyed Premises and on adjoining properties if they appear to effect the surveyed Premises.
- 4.4. Location of Structures. The character and location of all walls, buildings, or fences within two feet of either side of the boundary line, annotations of all encroaching structural appurtenances and projections with the extent of such encroachment or projection.

4.5. Ingress/Egress. Appropriate ingress and egress to and from the Premises.

Said survey shall also be delivered to the Title Company who shall agree to remove its exceptions contained in the title policy with regard to items that an accurate survey might show and certified to Buyer and Title Company.

5. Title Insurance. Upon acceptance of this Agreement, Seller at his own expense, shall furnish evidence of merchantable title in the form of a current title insurance commitment and a final policy of title insurance ("Title Policy") from the Title Company in the amount of the Purchase Price subject only to those exceptions approved in writing by Buyer ("Permitted Exceptions").

6. Unpermitted Exceptions. If the Title Commitment or Survey discloses either unpermitted exceptions or survey matters that render the title unmarketable, (hereinafter referred to as "Title Defects") Seller shall have 30 days from the date of delivery of the Title Commitment or Survey, whichever is later, to have the Title Defects removed or corrected or have the title insurer commit to insure against loss or damage that may be occasioned by such Title Defects and in such event, the time of closing shall be 30 days after delivery of the corrected commitment or the time expressly specified in Paragraph 3, whichever is later. If the Seller fails to have the Title Defects removed or in the alternative, to obtain the commitment for title insurance classified above as to such Title Defects within the specified time, Buyer may terminate this Agreement or may elect, upon notice to Seller after the expiration of the 30 day period, to take title as it then is with the right to deduct from the Purchase Price liens or encumbrances of a definite or ascertainable amount. If Buyer does not so elect, this Agreement shall become null and void without further action of the parties.

7. Representations, Warranties and Covenants of Seller; Indemnification. All representations, warranties and covenants of Seller set forth in this Agreement shall be true and correct as of the date of this Agreement is executed and as of the date of Closing, and shall not survive the Closing:

7.1. General Representations, Warranties and Covenants. Seller represents, warrants and covenants that:

- A. All documents being delivered by Seller pursuant to the terms hereof are, to the best of Seller's knowledge, true, accurate and complete and fairly present the information set forth in a manner which is not misleading.
- B. Seller is not a party to, and the Premises is not subject to, any contract or lease or other contract, written or oral, that cannot be terminated at Closing, other than Permitted Exceptions and the Leases.
- C. Between the date hereof and the Closing, no part of the Premises will be alienated, encumbered or transferred in favor of or to any party whatsoever.

- D. To the best of Seller's knowledge (i) there are no underground storage tanks under the surface of the Premises, (ii) there are no facilities on the Premises which are subject to reporting under Section 312 of the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. Section 11022 and the regulations promulgated thereunder, (iii) the Premises are not in violation of any applicable environmental laws, (iv) there are no Hazardous Substances (as hereinafter defined) on, in, under or about the Premises, and (v) the Premises have never been used as a sanitary land fill or dump, or for industrial waste disposal, chemical storage or similar uses. As used herein, a "Hazardous Substance" is any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designed, classified or regulated, under any environmental law, including asbestos and petroleum products and derivatives thereof.
- E. To Seller's knowledge, there are no violations of any laws relating to the Premises, including the use, occupancy, operation or condition thereof and no violations of any restrictive covenants affecting the Premises.
- F. There is no existing, pending, or to Seller's knowledge, threatened limitation on use of streets abutting the Premises, special taxes or assessments to levied against the Premises, change in zoning classification or change in the tax assessment for the Premises.
- G. All Improvements, to the extent that any exist, have been constructed in a good and workmanlike manner and are structurally safe and sound and habitable. To Seller's knowledge, there are no material defects in or about the Improvements, either structural or non-structural, and there are no materially latent defects in or about the Improvements, either structural or non-structural. All heating, air conditioning, plumbing, electrical and lighting equipment and systems, if any exist, are in normal operating condition as of the date of Closing.
- H. All Personal Property, if any exists, is in good operating condition.
- I. The list of Leases, if they exist, set forth on Exhibit D is a true and accurate list of all Leases as of the date hereof and each of the Leases is in full force and effect in accordance with its terms and there have been no amendments, modifications, extensions, renewals or side agreements of any nature, either oral or written, to any of the Leases, except as indicated in the copies thereof

previously delivered to Buyer. Seller is not in default under any of the Leases, and to Seller's knowledge, no event has occurred and no condition exists, which, with the giving of notice or lapse of time, or both, could constitute a default on Seller's or on Tenant's part under any of the Leases.

- J. All contracts and agreements, if they exist, described on Exhibit E will be in full force and effect in accordance with their respective terms, and there will be no modifications, amendments, extensions or renewals or other side agreements of any nature with respect thereto, either oral or written. Seller is not in default under any such contracts or agreements and, to Seller's knowledge, no event has occurred and no condition exists which, with the giving of notice or lapse of time, or both, could constitute a default on Seller's part thereunder.
- K. No real estate broker or agent has been given any authority, either written or oral, to act as a leasing agent for space in the Premises. No leasing commission or finder's fee will be incurred by Buyer under any of the Leases upon any Tenant's exercise of any right to renew or extend the terms of any such Tenant's Lease.
- L. From the date of this Agreement, and continuing through the Closing Date, Seller shall:
 - (i) Maintain, at sole cost and expense, the Premises in good condition and repair and shall manage and operate the Premises in the same manner as it is presently managed and operated;
 - (ii) Seller shall not remove any Personal Property except as shall be replaced by an article of equal suitability, quality, and value, free and clear of any liens or security interests;
 - (iii) Seller shall, at its own cost and expense, remedy any violation of any laws or other requirements (including any covenants, conditions and restrictions of record) relating to the ownership, use or operation of the Premises;
 - (iv) Seller shall use all reasonable efforts to preserve the existing relationships, to the extent they exist, with Tenants and vendors with respect to the Premises; and
 - (v) Without Buyer's prior written consent, Seller shall not execute or make any proposals for:
 - (a) any new Leases or other contracts or agreements

with respect to the Premises, or any portion thereof,

- (b) any extensions, amendments, modifications or renewals of the Leases or any other contracts or agreements with respect to the Premises, without Buyer's written consent.

8. Prorations.

- 8.1. Real Estate Taxes. General real estate taxes for the year or years which are, as of the Closing Date, a lien on the Premises, but not yet due and payable shall be apportioned as of the Closing Date based upon 105% of the most recent ascertainable complete bills therefore, and Buyer shall be given a credit against the Purchase Price in the amount of Seller's share thereof. For each tax year for which taxes are prorated as provided in the immediately preceding sentence, Buyer and Seller shall reprorate such general real estate taxes within thirty (30) days after receipt of the actual final bills therefore if said amount differs by 5% or more. Any special assessments which are a lien as of the Closing Date, whether or not the same shall then be due and payable, shall be paid by Seller, which payment may, at Buyer's option, be in the form of a credit against the Purchase Price.
- 8.2. Utilities. Seller shall take, or cause to be taken, final readings as of Closing for all utilities and shall pay all such charges through the Closing Date.
- 8.3. Rents. Rents shall be apportioned as of the Closing Date; provided, however, that there shall be no proration made for delinquent rents. For a period of ninety (90) days following the Closing Date, Buyer shall use reasonable efforts to collect any delinquent rents, but in no event shall Buyer be required to commence any legal proceedings or other collection procedures. Buyer shall pay to Seller such amounts with respect to delinquent rents as Buyer shall collect at anytime subsequent to closing. If any delinquent rents are not paid within ninety (90) days following the Closing Date, Seller shall have the right to collect such delinquent rents for its own account; provided, however, Seller shall not have the right to commence any legal proceedings or other collection procedures without Buyer's prior written consent and in no event shall Seller have the right to terminate any Lease or Tenant's right to possession thereunder. Seller shall immediately remit to Buyer all sums received from any Tenant after Closing. Seller shall deliver at Closing to Buyer all security deposits and escrow, impound or other accounts relating to additional rents and advance payments of rents held by Seller with respect to the Premises, or any portion thereof.

- 8.4. Other Income and Expenses. All other income from, and expenses of, the Premises not described herein shall be apportioned between the parties hereto as of the Closing Date and a credit given to the party entitled thereto. Any portion of such expense items which is the responsibility of the owner of the Premises and not the Tenants shall be prorated when finally determined.
- 8.5. Transfer Tax. Seller shall pay the amount of any stamp or transfer tax imposed by state, city, or county law. Both parties agree to execute and deliver such transfer tax forms or declarations as may be necessary.
- 8.6. In Cash. Unless otherwise provided for herein, all prorations shall be in cash at the time of Closing.
9. Condemnation; Inspection.
- 9.1. Condemnation or Eminent Domain. In the event, prior to Closing, a condemnation or eminent domain suit is filed against the Premises, or any substantial portion thereof, Buyer hereto shall have the option, within thirty (30) days after receipt of notice of same to: (i) rescind this Agreement, in which case all sums paid by Buyer and any interest earned thereon shall be paid to Buyer, and this Agreement shall be null and void and all obligations hereunder shall terminate; or (ii) elect to close this transaction and, in such event, all proceeds from the eminent domain suit shall belong to Buyer.
- 9.2. Inspection. Buyer shall have the right to inspect the Premises within 48 hours prior to Closing to determine if the Premises are in the same condition as of the date of acceptance of this Agreement, ordinary wear and tear excepted.
10. Casualty Loss.
- A. If prior to Closing, the Premises, or any portion thereof, are damaged to the extent of ten percent (10%) or more of the aggregate value of the Purchase Price by fire or other casualty, Buyer shall have the right, upon notice to Seller delivered within five (5) days after Buyer receives notice of such loss or damage, to terminate this Agreement, in which case neither party hereto shall have any further rights, obligations or liability hereto. In the absence of such notice within such five (5) day period, Buyer shall take title to the Premises and Seller shall, at closing, assign to Buyer whatever rights Seller may have to receive and collect the proceeds of any insurance maintained by Seller against such loss and Buyer shall have the right to deduct from the Purchase Price the amount of any deductible under such insurance.
- B. If prior to Closing, the Premises, or any portion thereof, shall have been damaged to the extent of less than ten percent (10%) of the Purchase Price

in an aggregate value by fire or other casualty covered by insurance carried by Seller, Seller shall assign to Buyer and Buyer shall be entitled to receive the proceeds of such insurance. Buyer shall also have the right to deduct from the Purchase Price the amount of any deductible under such insurance. In the event that the casualty is not covered by the net proceeds of such insurance, and said loss is less than ten percent (10%) of the Purchase Price in the aggregate value, the Purchase Price shall be reduced by the amount of such loss.

- C. Seller shall forthwith deliver notice to Buyer of the occurrence of any fire or other casualty with respect to the Premises.

11. Entrance on Premises. Upon acceptance of this Agreement, Buyer and his agent(s) shall have the right to enter upon the Premises, at its sole risk and cost, for the purpose of inspecting, surveying, testing and otherwise examining the subject Premises. Buyer shall also have the right to install and maintain signage upon the Premises upon execution of the Agreement until termination of the Agreement.

12. Default.

12.1. By Buyer. Should Buyer fail to perform this Agreement promptly on its part at the time and in the manner herein specified, and after failing to cure such default within five days of receipt of written notice from Seller, this Agreement shall become null and void, and the Seller shall have the right to possession of the Premises as well as the right to obtain relief in any court of competent jurisdiction enjoining such breach or violation, in addition to every other remedy now or hereafter existing at law or in equity, or by statute, including court costs and attorneys' fees, and including specifically the right to specific performance.

12.2. By Seller. Should Seller fail to perform this Agreement promptly on its part at the time and in the manner herein specified, Buyer shall be entitled as a matter of right to obtain relief in any court of competent jurisdiction enjoining such breach or violation, in addition to every other remedy now or hereafter existing at law or in equity, or by statute, including court costs and attorneys' fees, and including specifically the right to specific performance.

13. Miscellaneous.

13.1. Notice. Any and all notices shall be deemed adequately given only if in writing and personally delivered, sent by electronic facsimile (provided the facsimile is followed by certified mail delivery with return receipt) or sent first class registered or certified mail, postage prepaid, to the party for whom such notices are intended, or sent by other means at least as fast and reliable as first class mail. A notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it shall be delivered to the address required by this Agreement; (b) with respect to notices sent by mail, the date as of which the notice is deposited with the postal service, properly addressed, postage prepaid; or (c) with respect to notices sent by electronic facsimile, the date delivered by facsimile (provided proved by certified mail receipt). Any and all such notices referred by this Agreement, or which either party desires to give to the other shall be addressed as follows:

If to Buyer to:

Tazewell County Board Office
Attention: Chairman, Tazewell County Board
11 S. 4th Street
Pekin, IL 61554

With a copy to:

Tazewell County State's Attorneys Office
Attention: Civil Division
342 Court Street
Pekin, IL 61554

If to Seller to:

Ronald J. and Deanna K. Klein
108 Willow Oak Dr.
Morton, IL 61550

With a copy to:

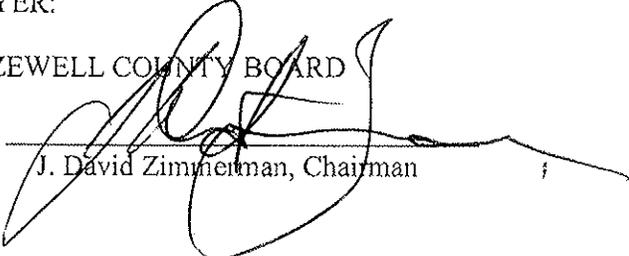
The above addresses may be changed by notice of such change, as provided herein, to the last address designated.

- 13.2. Time of the Essence. Time is of the essence as to all obligations and deadlines set forth in this Agreement.
- 13.3. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, County of Tazewell.
- 13.4. Entire Agreement. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Agreement shall not be altered, modified or changed unless in writing and executed by all parties hereto. This Agreement shall be binding upon the parties, their heirs, executors, administrators, personal representatives, successors and assigns.
- 13.5. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by all applicable laws.
- 13.6. Business Days. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday or legal holiday of the United States Government, such time for performance shall be extended to the next business day.
- 13.7. Waiver. No consent or waiver by a party hereto (either expressed or implied) to or of a breach of any representation, warranty or covenant contained herein shall be construed as a consent or waiver to or of any other or subsequent breach of the same or any other representation, warranty or covenant.
- 13.8. Headings. The article headings are inserted only for convenience and in no way define, limit or describe the scope or intent of any article in this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands the day and year first above written.

BUYER:

TAZEWELL COUNTY BOARD

By: 
J. David Zimmerman, Chairman

Date: 9/25/13

SELLER:

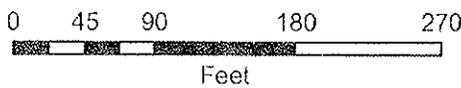
By: Ronald J. Klein

Date: 9/23/13

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

P.I.N. #04-04-34-440-018; the East 32 feet of Lot 14 in Block 71 in the Original Town, now City of Pekin, situated in Tazewell County, Illinois



Legend

EXHIBIT B

EXHIBIT E

CONTRACTS

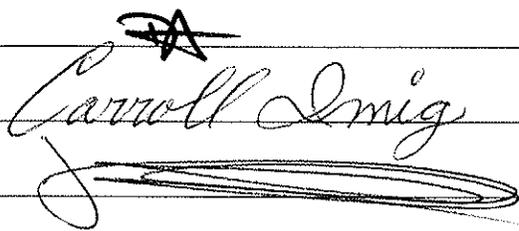
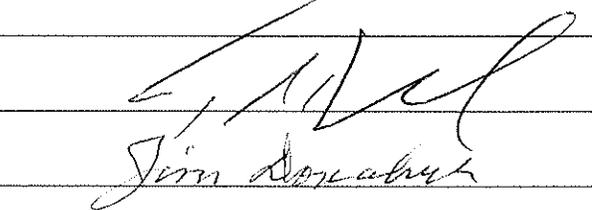
NOT APPLICABLE

70542360v4 5145000

Motion by member Ackerman, Second by member Redlingshafer
to Approve Resolution 14. Carried by Voice Vote except by
members B. Grimm, Connett, and Palmer.

Mr. Chairman and Members of the Tazewell County Board:

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

_____	_____
	
_____	_____
_____	
_____	_____

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to approve an increase in the Document Storage and Clerk Automation Fee for the Circuit Clerk under State Statute 705 ILCS 105/27.3c; and

WHEREAS, the last increase imposed in the Document Storage and Clerk Automation Fee was in April, 2006; and

WHEREAS, the implementation of the increase from \$8.00 to \$15.00 per case for the purpose of defraying the cost of maintaining the system would be come effective on November 1, 2013.

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

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

PASSED THIS 25th DAY OF SEPTEMBER, 2013.

ATTEST:

County Clerk

COUNTY BOARD CHAIRMAN

Motion by member Meisinger , Second by member Donahue to
Approve Resolution 22.

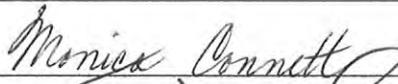
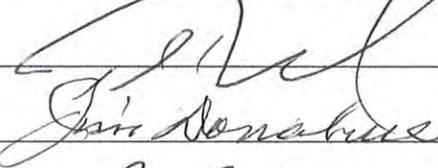
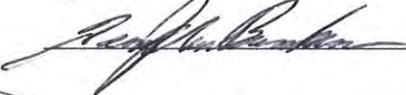
Motion by member Harris, Second by member Graff to return
Resolution to Human Resources for further review. Motion and
Second have been withdrawn.

Amendment by member Neuhauser, Second by Harris to allow
Chief Judge to here interim on a stipend basis to be set by the
Human Resolution Committee until permanent posting is made.
Amendment carried.

Motion carried as amended.

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 the vacant position of Court Services/Probation Director; and

WHEREAS, approval is requested to retain an interim director of the Department at an appropriate agreed upon compensation beginning with the October 18, 2013 retirement of the current Director until a permanent replacement is hired; and

WHEREAS, Court Services/Probation Director position is a Grade 17 management position with a hiring range of \$91,653 - \$96,292.

THEREFORE BE IT RESOLVED by the County Board that the position of Court Services/Probation Director be posted and filled; and

BE IT FURTHER RESOLVED that approval is granted to retain an interim director of the Department while the position is vacant.

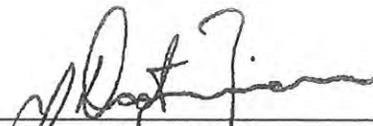
BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Court Services and the Payroll Division of this action.

PASSED THIS 25th DAY OF SEPTEMBER, 2013.

ATTEST:



County Clerk



County Board Chairman

**MOTION BY MEISINGER, SECOND BY DONAHUE TO APPROVE
RESOLUTION 22.**

**MOTION BY HARRIS, SECOND BY GRAFF TO RETURN RESOLUTION TO
HUMAN RESOURCES FOR FURTHER REVIEW.**

MOTION/SECOND WITHDRAWN.

**AMENDMENT BY NEUHAUSER, SECOND BY HARRIS TO ALLOW CHIEF
JUDGE TO HER INTERIM DIRECTOR ON A STIPEND BASIS TO BE SET BY
THE HUMAN RESOURCES COMMITTEE UNTIL PERMANENT POSTING IS
MADE.**

AMENDMENT CARRIED.

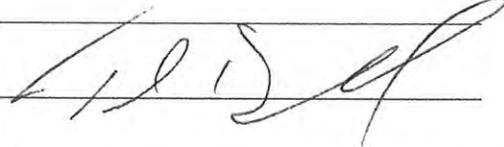
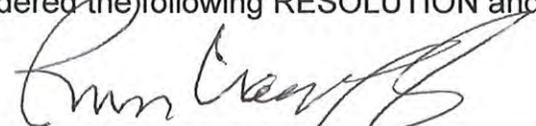
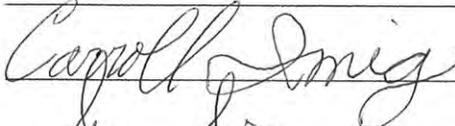
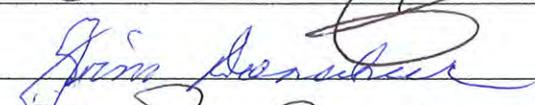
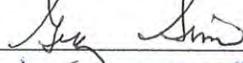
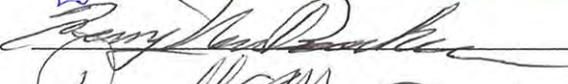
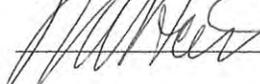
MOTION CARRIED AS AMENDED.

Motion by member Hillegonds Second by member Palmer to
Approve Resolution 24. Carried by Voice Vote.

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

RESOLUTION

WHEREAS, the County's Risk Management Committee recommends to the County Board to approve the worker's compensation settlement case WC-13-03; and

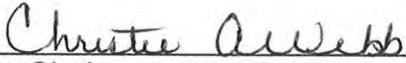
WHEREAS, the County's Worker's Compensation Third Party Administrator Gallagher Bassett has recommended the settlement of WC-13-03 to the Risk Management Committee for an amount not to exceed \$43,287.41.

THEREFORE BE IT RESOLVED that the County Board concurs with the Risk Management Committee and grants settlement authority for case WC-13-03 for an amount not to exceed \$43,287.41..

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

PASSED THIS 25th DAY OF SEPTEMBER, 2013.

ATTEST:


County Clerk


County Board Chairman

COMMUNICATIONS

Member Crawford informed the County Board about a celebration of former County Board member Millie Bury Brooksbank's 90th birthday.

Open House will occur on October 5 from 2pm to 4pm at St. Peter's Lutheran Church in East Peoria, IL.

Motion by member Stanford, Second by member Vanderheydt to Approve Bills. Motion carried by Roll Call Vote.

Aye: Ackerman, Connett, Crawford, Donahue, B. Grimm, D. Grimm, Graff, Harris, Hillegonds, Imig, Meisinger, Neuhauser, Palmer, Proehl, Redlingshafer, Rinehart, Sinn, Stanford, Sundell, Vanderheydt, VonBoeckman.

Nay: 0



SUBMITTED BY:
VICKI E. GRASHOFF
TAZEWELL COUNTY AUDITOR

SUBMITTED TO:
TAZEWELL COUNTY BOARD

Wednesday, September 25, 2013

PAGE	REPORT:	FUND:	DEPT:	EXPENDITURES:
1	County Board (Spec Per Diem)	100	111	\$2,940.00
2	County Board (Mo. Salary)	100	111	\$4,200.00
3	County Board	100	111	\$22,576.60
4	Public Defender	100	123	\$404.58
5	States Attorney	100	124	\$9,845.39
6	Jury Commission	100	125	\$4,923.19
7	County Clerk/Elections	100	152	\$47,446.98
8	Clerk/Recorder	100	153	\$50,051.94
9	County Treasurer	100	155	\$311.37
10	Assessment	100	157	\$650.16
11	Board of Review	100	158	\$132.23
12	ZBA Per Diems	100	161	\$420.00
13	Community Development	100	161	\$1,360.50
14,17	Building Administration	100	181	\$66,543.20
18,19	Justice Center	100	182	\$41,135.67
20	Merit Commission	100	211	\$270.00
21,24	Sheriff	100	211	\$97,460.58
25	E.M.A.	100	213	\$4,146.63
26	Court Security	100	214	\$1,664.93
27,28	Crt Serv Probation Upgrade	100	230	\$21,739.21
29	Court Services	100	231	\$26,510.76
30	Legal Services	100	232	\$69.44
31	Coroner	100	252	\$6,856.51
32	R.O.E.	100	711	\$2,444.00
33	Courts	100	800	\$2,919.61
34,36	County General	100	913	\$65,479.46
*****County General Expenditures*****				\$482,502.94
37,39	County Highway Fund	202	311	\$22,085.59
40	Township Road Fuel Tax	204	311	\$691,262.89
41	Bridge Fund	205	311	\$139,459.47
42	Matching Tax	206	311	\$18,262.31
43,44	Veterans Assistance	208	422	\$8,253.93
45,46	Animal Control	211	411	\$5,852.99
47	Health Internal Service	249	914	\$32,642.30
48	Solid Waste	254	112	\$300.00
				\$918,119.48
*****TOTAL EXPENDITURES*****				\$1,400,622.42

Expenditure Report:

To: The Tazewell County Board

Fund 100

Department: 111

August, 2013

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	\$0.00	511-080
62	Crawford, K. Russell	Spec Per Diem	\$540.00	511-080
26	Donahue, James	Spec Per Diem	\$180.00	511-080
37	Graff, Nick	Spec Per Diem	\$0.00	511-080
68	Grimm, Brett	Spec Per Diem	\$180.00	511-080
8	Grimm, Dean	Spec Per Diem	\$0.00	511-080
36	Harris, Michael	Spec Per Diem	\$240.00	511-080
6	Hillegonds, Terry C.	Spec Per Diem	\$0.00	511-080
20	Imig, Carroll	Spec Per Diem	\$120.00	511-080
66	Meisinger, Darrell	Spec Per Diem	\$300.00	511-080
61	Neuhauser, Tim	Spec Per Diem	\$180.00	511-080
43	Palmer, Rosemary	Spec Per Diem	\$180.00	511-080
13	Proehl, Nancy	Spec Per Diem	\$180.00	511-080
38	Redlingshafer, John	Spec Per Diem	\$60.00	511-080
34	Rinehart, Andrew	Spec Per Diem	\$0.00	511-080
16	Sinn, Greg	Spec Per Diem	\$180.00	511-080
48	Stanford, Mel	Spec Per Diem	\$60.00	511-080
54	Sundell, Sue	Spec Per Diem	\$120.00	511-080
50	Vanderheydt, Jerry	Spec Per Diem	\$180.00	511-080
44	VonBoeckman, Terry	Spec Per Diem	\$180.00	511-080
	Auditor's Total:		\$2,940.00	

2

Expenditure Report:

To: The Tazewell County Board

Fund 100

Department: 111

August, 2013

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
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
38	Redlingshafer, John	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
	Auditor's Total:		\$4,200.00	

A20300
09/11/2013

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*		COFFEE 100-111	755	54.00
	100-111-533-150		CONSULTING FEES		
101903	BELLWETHER LLC*		FEE STUDY 100-111	36	10,000.00
101903	BELLWETHER LLC*		FEE STUDY 100-111	37	10,000.00
	100-111-533-152		BOARD CHAIRMAN TRAVEL		
42	ZIMMERMAN* J DAVID		AUGUST MILEAGE 100-111	42-0913	397.76
	100-111-533-153		ADMINISTRATOR EXPENSES		
97670	VISA*		LODGING BOSTON 100-111	9315-0913	296.43
	100-111-533-154		RECRUITMENT/RELOCATION EXP		
94362	JOBTARGET LLC*		CO ENGINEER/JOB PSTNG 100-111	R8105697	200.00
101418	APWA*		CO ENGINEER/JOB PSTNG 100-111	2285	295.00
	100-111-533-300		MILEAGE		
26	CRAWFORD* K RUSSELL		AUGUST MILEAGE 100-111	26-0913	192.10
31	IMIG* CARROLL		AUGUST MILEAGE 100-111	31-0913	94.92
39	SINN* GREG		AUGUST MILEAGE 100-111	39-0913	51.97
155	PALMER* ROSEMARY		AUGUST MILEAGE 100-111	155-0913	74.58
2041	STANFORD* MELVIN		AUGUST MILEAGE 100-111	2041-0913	68.93
4125	GRAFF* NICK		AUGUST MILEAGE 100-111	4125-0913	49.17
5716	HARRIS* MICHAEL		AUGUST MILEAGE 100-111	5716-0913	156.51
17957	VONBOECKMAN* TERRY		AUGUST MILEAGE 100-111	17957-0913	10.17
64636	ACKERMAN* JOHN C		AUGUST MILEAGE 100-111	64636-0913	58.76
67546	PROEHL* NANCY M		AUGUST MILEAGE 100-111	67546-0913	142.95
74339	SUNDELL* SUE		AUGUST MILEAGE 100-111	74339-0913	68.93
77958	MEISINGER* DARRELL G		AUGUST MILEAGE 100-111	77953-0913	190.97
78594	NEUHAUSER* TIMOTHY D		AUGUST MILEAGE 100-111	78594-0913	74.58
93659	BEENEY* SUE		AUGUST MILEAGE 100-111	93659-0913	9.60
94450	DONAHUE* JAMES		AUGUST MILEAGE 100-111	94450-0913	29.38
99913	RINEHART* ANDREW S		AUGUST MILEAGE 100-111	99917-0913	29.38
100262	REDLINGSHAFFER* JOHN		AUGUST MILEAGE 100-111	100262-0913	30.51

TOTAL: 22,576.60

Proceedings from the Tazewell County Board Meeting held this 25th day of August 2013

Claims Docket
Expenditure Accounts

Comty Vend-No	Vend-Name	PUBLIC DEFENDER (100-123)	Invoice-Numb	Expense-Amount
100-123-522-010	OFFICE EXPENSE GRANT			
62557	CDW GOVERNMENT INC*	HP LASER JET PRINTER 100-123	DX43205	214.99
94456	INDEPENDENT STATIONERS*	2014 APPT BOOK 100-123	340515	11.59
100-123-533-971	ASST. PUBLIC DEFENDER OFFICE			
1228	BODE*KIRK W	FINAL EXP REIMB 100-123	1228-0913	178.00
TOTAL:				<u>404.58</u>

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	STATES ATTORNEY (100-124)	Invoice-Numb	Expense-Amount
	100-124-533-050		LEGAL SERVICES		
9686		STATE'S ATTORNEYS APPELLATE PROS*	UNION 100-124	15661	2,490.00
60151		CLAUDON KOST BEAL & WALTERS LTD*	ARBITRATION 100-124	60151-0913	2,981.00
101423		ZIMMERMAN*JACALYN J.	ARBITRATOR FEE 100-124	101423-0913	2,152.25
100-24-533-140			COURT REPORTING FEES		
2149		SHANE*JULIA	GRAND JURY 8/8/13 100-124	080813	522.00
2602		HARRIS*E SCOTT	GRAND JURY 8/22 100-124	082213	584.00
100-24-533-170			WITNESS FEES		
95124		DENTON MD*J SCOTT	WITNESS FEE 100-124	11-2180	900.00
99398		US CELLULAR*	PHONE RECORDS 100-124	20130830004	50.00
100-24-533-400			LEGAL NOTICES		
146		JOURNAL STAR*	13-JD-11 100-124	IN760177	55.38
146		JOURNAL STAR*	13-JA-45 100-124	IN760183	55.38
146		JOURNAL STAR*	JUVENILE 100-124	IN762511	55.38
				TOTAL:	9,845.39

A20300
 09/11/2013

TAZEWELL COUNTY
 Claims Docket
 Expenditure Accounts

Comty Vend-No	Vend-Name	JURY COMMISSION (100-125)	Invoice-Numb	Expense-Amount
100-125-522-010		OFFICE SUPPLIES		
2992	AMERICAN SOLUTIONS FOR BUSINESS*	PETIT JURY SUMMONS 100-125	INV01528886	4,744.73
8793	PRAIRIELAND VENDING*	COFFEE 1 BOX 100-125	723	27.00
100-25-533-300		MILEAGE		
3070	KOPP*SANDRA K	MILEAGE REIMB 100-125	3070-0813	47.46
100-25-533-350		JURORS PARKING		
334	CITY OF PEKIN*	JUROR PARKING TCKTS 100-125	9909759	104.00
			TOTAL:	<u>4,923.19</u>

A20300
 09/11/2013

TAZEWELL COUNTY
 Claims Docket
 Expenditure Accounts

Comty	Vend-No	Vend-Name	COUNTY CLERK/ELECTIONS (100-152)	Invoice-Numb	Expense-Amount
100-152-522-010	4532	STAPLES CREDIT PLAN*	OFFICE SUPPLIES	90260	31.34
			NOTARY STAMP HARTLEY 100-152		
100-52-522-080	7311	VERIZON WIRELESS*	ELECTION SUPPLIES	9709752999	23.00
100-52-522-080	8221	LIBERTY SYSTEMS LLC*	ELECTION JUDGES 100-152 QUARTERLY PMT 80F8 100-152	2984	45,750.00
100-52-533-300	7844	MANUEL*SUSAN	MILEAGE	78445-0913	47.20
			SPRINGFIELD MILEAGE 100-152		
100-52-533-410	150	MIDLAND PAPER*	PRINTING	35F88760	1,025.05
100-52-533-410	150	MIDLAND PAPER*	PAPER SUPPLIES 100-152	35F88800	80.80
100-52-533-410	150	MIDLAND PAPER*	PAPER SUPPLIES 100-152	35F93850	95.80
100-52-533-410	150	MIDLAND PAPER*	PAPER SUPPLIES 100-152	35G02140	315.14
100-52-533-410	2606	PROFESSIONAL BINDING PRODUCTS INC*	BINDING COMBS 100-152	PSI0160912	78.65

TOTAL: 47,446.98

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	RECORDER OF DEEDS (100-153)	Invoice-Numb	Expense-Amount
	100-153-522-010		OFFICE SUPPLIES		
4532	STAPLES CREDIT PLAN*		NOTARY STAMP 100-153	92828	31.34
	100-153-533-300		MILEAGE		
78446	MANUEL*SUSAN		SPRINGFIELD MILEAGE 100-153	78445-0913A	20.60
			TOTAL:		<u>51.94</u>

100-000-441-001 REVENUE STAMPS 50,000.00 check# 4341 08-21-13
 361 ILLINOIS DEPT OF REVENUE REVENUE STAMPS

MANUAL TOTAL: 50,000.00
 GRAND TOTAL: 50,051.94

Comty Vend-No	Vend-Name	TREASURER (100-155)	Invoice-Numb	Expense-Amount
100-155-522-010 734	QUILL CORPORATION*	OFFICE SUPPLIES DYMO ADDRESS LABELS 100-155	4822750	32.37
100-155-533-710 80339	WALZ LABEL AND MAILING*	OFFICE EQUIPMENT MAINTENANCE SUPPLIES 100-155	7084A	279.00
			TOTAL:	<u>311.37</u>

TAZEWELL COUNTY

Claims Docket
 Expenditure Accounts

Comty Vend-No	Vend-Name	ASSESSMENTS (100-157)	Invoice-Numb	Expense-Amount
100-157-522-140		DUES & SUBSCRIPTIONS		
5973	PEKIN TROPHY HOUSE	& ENGRAVED GIFT MIRROR PLAQUE 100-157	908466	40.00
100-157-533-400		LEGAL NOTICES		
146	JOURNAL STAR*	EMPLOYMENT AD 100-157	IN764856	329.00
157	DENMAN*SANDRA K	LEGAL NOTICE 100-157	071713	281.16
			TOTAL:	<u>650.16</u>

Comty	Vend-No	Vend-Name	BOARD OF REVIEW (100-158)	Invoice-Numb	Expense-Amount
100-158-522-010			OFFICE SUPPLIES		
734	QUILL CORPORATION*		BOR OFFICE SUPPLIES 100-158	4713538	132.23
			TOTAL:		<u>132.23</u>

TAZEWELL COUNTY
 Claims Docket
 Expenditure Accounts

Contry	Vend-No	Vend-Name	COMMUNITY DEVELOPMENT (100-161)	Invoice-Numb	Expense-Amount
	100-161-522-010		OFFICE SUPPLIES		
734	QUILL CORPORATION*		LABEL MAKER TAPE 100-161	5009725	19.99
734	QUILL CORPORATION*		HEADPHONES 100-161	5113192	23.99
734	QUILL CORPORATION*		A DATED STAMP 100-161	5193085	17.09
734	QUILL CORPORATION*		PERMIT CASH RCPT BK 100-161	5274877	134.90
70789	VISA*		2012 FIRE CODE BOOK 100-161	1339-0913	72.50
100-161-522-100			GASOLINE		
17631	TAZEWELL COUNTY HIGHWAY*		AUGUST GASOLINE 100-161	80976	31.62
100-161-533-060			APPEAL BOARD		
10667	NEWMAN*JAMES A		AUG./SEPT MILEAGE 100-161	10667-0913	118.09
19536	ZIMMERMAN*KENNETH L		SEPT MILEAGE 100-161	19536-0913	18.08
63869	BAUM*JOAN K		AUG SEPT MILEAGE 100-161	63839-0913	102.27
66724	WEBB*JOHN P		SEPT MILEAGE 100-161	66724-0913	7.91
70579	LESSEN*DUANE		SEPT MILEAGE 100-161	70579-0913	20.34
82736	NAUMAN CSR RMR*ARLENE H		AUG ZBA TRANSCRIPT 100-161	82736-0913	179.00
100-161-533-300			MILEAGE		
148	DEININGER*KRISTAL		AUGUST MILEAGE 100-161	148-0913	124.87
100-161-533-400			LEGAL NOTICES		
1251	COURIER NEWSPAPERS*		SEPT LEGAL NOTICE 100-161	1787	104.50
598	TIMES NEWSPAPERS*		SEPT LEGAL NOTICE 100-161	03540424	57.60
100-161-533-980			BUILDING CODE INSPECTIONS		
1382	CITY OF EAST PEORIA PLANNING & COM		JULY/AUG CODE INSPECT 100-161	122	327.75

TOTAL: 1,360.50

Claims Docket
 Expenditure Accounts

Comty	Vend-No	Vend-Name	BUILDING (100-181)	Invoice-Numb	Expense-Amount
	100-181-522-080		CLEANING SERVICE SUPPLIES		
2981	AMSAN LLC*		SUPPLIES 100-181	294321286	830.72
2981	AMSAN LLC*		SUPPLIES 100-181	295257356	657.95
100-81-522-410			LAMPS		
80	MENARDS*		LIGHT BULBS 100-181	42557	22.54
100-81-533-030			JANITORIAL SERVICE		
74	TCRC INC*		MCK,TAZ,EMA 100-181	014778	2,346.76
18480	CLEMMER JANITORIAL SERVICE*		CLEAN HARD FLOORS 100-181	1334A	1,600.00
101402	VONACHEN SERVICES INC*		AUGUST SVC CRTHS 100-181	15537	3,126.50
101402	VONACHEN SERVICES INC*		AUGUST SVC OPO 100-181	15541	1,425.00
100-81-533-200			TELEPHONE		
102	AT&T*		SHERIFF PRIVATE LINE 100-181	6946317-0913	59.94
102	AT&T*		EMA 100-181	2125457-0913	185.56
102	AT&T*		EMA 100-181	2990747-0913	126.79
169	AT&T*		EMA 100-181	9252271-0913	63.82
222	FRONTIER*		DARE/EMA 100-181	3470930-0913	42.20
222	FRONTIER*		DARE/EMA 100-181	4772787-0913	69.35
222	FRONTIER*		SUBSTATION 100-181	7451307-0913	35.71
222	FRONTIER*		EMA FAX 100-181	9252271-0913	70.73
222	FRONTIER*		EMA FAX 100-181	9253631-0913	84.29
222	FRONTIER*		SHERIFF 100-181	9254107-0913	90.83
5411	CENTURYLINK*		SHERIFF PRIVATE LINE 100-181	304070156-0913	43.95
100-81-533-202			CELLULAR & PAGER SERVICE		
56	USA MOBILITY WIRELESS INC*		COUNTY PAGERS 100-181	W3528775I	32.76
368	UMHOLTZ*STEWART		MOBILE SVC 100-181	2924850693	65.38
368	UMHOLTZ*STEWART		MOBILE SVC 100-181	2938616347	65.38
368	UMHOLTZ*STEWART		MOBILE SVC 100-181	2938616347-0913	65.43
100-81-533-400			LEGAL NOTICES		
108	PEKIN DAILY TIMES*		52 WKS AUDITOR 100-181	4447-0913	189.00
100-181-533-620			ELECTRIC & GAS		
7	AMEREN ILLINOIS*		15 S. CAPITOL ST 100-181	1030794006-0913	526.09
7	AMEREN ILLINOIS*		15 S. CAPITOL ST 100-181	1329512003-0913	147.30

Proceedings from the Tazewell County Board Meeting held this 25th day of September, 2013.

A20300
09/11/2013

TAZEWELL COUNTY

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	BUILDING (100-181)	Invoice-Numb	Expense-Amount
7		AMEREN ILLINOIS*	15 S. CAPITOL ST 100-181	1606759006-0913	123.80
7		AMEREN ILLINOIS*	19 S. CAPITOL ST 100-181	2598576014-0913	188.11
7		AMEREN ILLINOIS*	15 S. CAPITOL ST 100-181	3488850005-0913	77.53
7		AMEREN ILLINOIS*	9 S. CAPITOL ST 100-181	3518116027-0913	172.03
7		AMEREN ILLINOIS*	11 S. 4TH ST 100-181	4109289052-0913	1,760.53
7		AMEREN ILLINOIS*	334 ELIZABETH ST 100-181	6123448013-0913	64.49
7		AMEREN ILLINOIS*	11 S. CAPITOL ST 100-181	6246615000-0913	35.42
7		AMEREN ILLINOIS*	416 COURT ST 100-181	7027064571-0913	64.49
7		AMEREN ILLINOIS*	17 S. CAPITOL ST 100-181	7634524015-0913	138.32
7		AMEREN ILLINOIS*	15 S. CAPITOL ST 100-181	8352035006-0913	65.91
7		AMEREN ILLINOIS*	15 S. CAPITOL ST UT B 100-181	8984208007-0913	87.57
7		AMEREN ILLINOIS*	416 COURT ST 100-181	9337035532-0913	301.91
7		AMEREN ILLINOIS*	15 S. CAPITOL ST 100-181	9551284000-0913	44.24
7		AMEREN ILLINOIS*	360 COURT ST 100-181	9569812254-0913	949.26
8456		NOBLE AMERICAS ENERGY SOLUTIONS*	ACCT# 192203 100-181	132420003152728	9,103.34
100	81-533-630		WATER		
219		ILLINOIS AMERICAN WATER COMPANY*	21302 IL RT 9 100-181	1081601-0913	28.55
219		ILLINOIS AMERICAN WATER COMPANY*	21304 IL RT 9 RANGE 100-181	1081632-0913	20.17
219		ILLINOIS AMERICAN WATER COMPANY*	334 ELIZABETH ST 100-181	1173463-0913	73.12
219		ILLINOIS AMERICAN WATER COMPANY*	334 ELIZABETH ST 100-181	2281091-0913	136.49
219		ILLINOIS AMERICAN WATER COMPANY*	360 COURT ST 100-181	2281718-0913	185.94
219		ILLINOIS AMERICAN WATER COMPANY*	11 S. 4TH ST 100-181	2281787-0913	190.17
219		ILLINOIS AMERICAN WATER COMPANY*	414/418 COURT ST 100-181	2282148-0913	59.91
219		ILLINOIS AMERICAN WATER COMPANY*	9 S CAPITOL ST 100-181	3844600-0913	84.04
7582		FIVE STAR WATER*	GROUP WATER BILL 100-181	92429-0913	185.75
100	81-533-640		PEST CONTROL		
9		MARKLEY'S PEST ELIMINATION*	EMA BUILDING 100-181	225779	30.00
9		MARKLEY'S PEST ELIMINATION*	OLD POST OFFICE 100-181	225912	45.00
9		MARKLEY'S PEST ELIMINATION*	MCKENZIE BUILDING 100-181	226021	75.00
9061		AMERICAN PEST CONTROL INC*	MONGE BUILDING 100-181	1008020-0913	35.00
100	81-533-660		GARBAGE COLLECTION		
66418		X WASTE INC*	MCKENZIE BUILDING 100-181	208947	183.34
66418		X WASTE INC*	GUN RANGE 100-181	209846	19.57
66418		X WASTE INC*	OLD POST OFFICE 100-181	209848	79.72
66418		X WASTE INC*	TAZEWELL BUILDING 100-181	209849	41.20
66418		X WASTE INC*	EMA BUILDING 100-181	209850	41.20

Claims Docket
 Expenditure Accounts

Comty	Vend-No	Vend-Name	BUILDING (100-181)	Invoice-Numb	Expense-Amount
	66418	X WASTE INC*	MONGE BUILDING 100-181	209851	53.00
	100-181-533-720		BUILDING MAINTENANCE		
	80	MENARDS*	SUPPLIES 100-181 100-181	41044	105.71
	80	MENARDS*	SUPPLIES 100-181 100-181	41823	127.93
	275	NIEMANN FOODS INC*	KEYS 100-181	6134/3	12.48
	3398	GRAINGER*	FILING CABINET LOCKS 100-181	9216902792	54.96
	3398	GRAINGER*	WELDING SCREENS 100-181	9217919274	412.61
	3398	GRAINGER*	WELDING SCREENS 100-181	9219953479	47.07
	9573	BIG R STORES*	CHOP SAW/SUPPLIES 100-181	1689/13	274.48
	100-181-533-731		MECHANICAL EQUIP. MAINTENANCE		
	60399	G & B MECHANICAL HEATING & COOLING CONDENSATION LEAK 100-181		0466	237.50
	100-181-533-734		FIRE EXTINGUISHER MAINTENANCE		
	2056	GETZ FIRE EQUIPMENT*	ANNUAL SVC PRIBL EMA 100-181	11-650093	44.00
	2056	GETZ FIRE EQUIPMENT*	ANNUAL SERVICE 100-181	11-650400	344.05
	100-181-533-770		GROUNDS MAINTENANCE		
	3396	MCKEOWN*CHARLES R	FERTILIZER/BROADLEAF 100-181	553400	68.20
	100-181-544-100		CAPITAL PROJECTS		
	66418	X WASTE INC*	DUMPSTER TIMES BLD 100-181	207639	207.80
	100-181-533-200		TELEPHONE		
	5411	CENTURYLINK	MONTHLY SERVICE		4,705.18 check# 4346 08-23-13
	68782	GREATAMERICA FINANCIAL SERVICES	MONTHLY SERVICE		4,340.67 check# 4359 08-30-13
	92210	HEART TECHNOLOGIES, INC	MONTHLY SERVICE		99.29 check# 4360 08-30-13
	100-181-533-202		CELLULAR & PAGER SERVICE		
	7311	VERIZON WIRELESS	MONTHLY SERVICE		4,864.67 check# 4336 08-16-13
	100-181-633-630		WATER		
	219	ILLINOIS AMERICAN WATER	ACCT# 1025-210001173463		14.25 check# 4335 08-16-13
	219	ILLINOIS AMERICAN WATER	ACCT# 1025-210000821424		14.25 check# 4334 08-16-13
	100-181-544-100		CAPITAL PROJECTS		
	60399	G&B MECHANICAL	INVOICE# 0447		23,850.00 check# 4358 08-30-13

TOTAL: 28,654.89

19

TAZEWELL COUNTY

Claims Docket

Expenditure Accounts

Comty	Vend-Name	BUILDING (100-181)	Invoice-Number	Expense-Amount
Vend-No				
			MANUAL TOTAL:	37,888.31
			GRAND TOTAL:	66,543.20

TAZEWELL COUNTY

Claims Docket
Expenditure Accounts

Comty Vnd-No	Vend-Name	JUSTICE CENTER (100-182)	Invoice-Numb	Expense-Amount
100-182-522-080		CLEANING SERVICE SUPPLIES		
5	ATLAS SUPPLY COMPANY*	SUPPLIES 100-182	152208	843.90
5	ATLAS SUPPLY COMPANY*	SUPPLIES 100-182	152263	78.95
5	ATLAS SUPPLY COMPANY*	SUPPLIES 100-182	152469	5.90
5	ATLAS SUPPLY COMPANY*	SUPPLIES 100-182	152525	551.50
5	ATLAS SUPPLY COMPANY*	SUPPLIES 100-182	152579	99.95
5	ATLAS SUPPLY COMPANY*	WET MOPS 100-182	152661	98.50
5	ATLAS SUPPLY COMPANY*	RPR FP3 SHAMPOOER 100-182	152710	775.70
5	ATLAS SUPPLY COMPANY*	SUPPLIES 100-182	152742	773.40
5	ATLAS SUPPLY COMPANY*	SUPPLIES 100-182	152774	109.95
29811	AMSAN LLC*	SUPPLIES 100-182	293567731	617.82
29811	AMSAN LLC*	SUPPLIES 100-182	294612163	657.93
29811	AMSAN LLC*	SUPPLIES 100-182	295257364	939.43
89011	SUNRISE SUPPLY*	SUPPLIES 100-182	30550	65.34
89011	SUNRISE SUPPLY*	SUPPLIES 100-182	30640	537.96
89011	SUNRISE SUPPLY*	SUPPLIES 100-182	30776	554.06
89011	SUNRISE SUPPLY*	SUPPLIES 100-182	30842	108.87
89011	SUNRISE SUPPLY*	SUPPLIES 100-182	30926D	450.37
100-82-522-710		SALT		
80	MENARDS*	SOFTENER SALT 100-182	41824	24.00
18377	HEART OF ILLINOIS SALT SERVICE*	SOFTENER SALT 100-182	59201	347.50
100-82-533-030		JANITORIAL SERVICE		
18481	CLEMMER JANITORIAL SERVICE*	MO CLEANING CNTRCT 100-182	1334	4,100.00
100-82-533-620		ELECTRIC/GAS		
7	AMEREN ILLINOIS*	101 S CAPITOL ST 100-182	6141434333-0913	6,957.75
8456	NOBLE AMERICAS ENERGY SOLUTIONS*	ACCT# 192203 100-182	132420003157285	15,141.92
100-82-533-630		WATER		
76	PURITAN SPRINGS WATER*	WATER FOR MAINT 100-182	ACT 1522002	1.24
100-82-533-640		PEST CONTROL		
9	MARKLEY'S PEST ELIMINATION*	JUSTICE CENTER 100-182	226018	120.00
100-182-533-660		GARBAGE COLLECTION		
67	WASTE MANAGEMENT*	JUSTICE CENTER 100-182	2502864-2070-9	513.52

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	JUSTICE CENTER (100-182)	Invoice-Numb	Expense-Amount
	100-182-533-720		BUILDING MAINTENANCE		
3398	GRAINGER*		CASTERS/FOOD CART 100-182	9233450635	1,376.60
69049	COMMERCIAL IRRIGATION & TURF*		RPR IRRIGATION 100-182	21151	95.00
69480	SENTRY SECURITY FASTENERS INC*		SUPPLIES 100-182	60092	41.18
69488	SENTRY SECURITY FASTENERS INC*		SUPPLIES 100-182	60129	361.85
70725	FASTENAL COMPANY*		SUPPLIES 100-182	ILPEK78499	659.57
71382	ENTEC SERVICES INC*		QUARTERLY BILLING 100-182	S56329	2,523.00
71785	HOBART SERVICE*		REPAIR MIXER 100-182	24407323	98.00
100-182-533-731			MECHANICAL EQUIP. MAINT		
70	TUCKER PLUMBING*		SHUE CROSS CONNECTION 100-182	13-1189	95.00
70726	JOHNSON MECHANICAL SERVICE INC*		RPR FOOD WRMR DR 100-182	22328	589.27
80442	CUSTOMCARE EQUIPMENT SALES*		REPAIR WASHING MACHINE 100-182	21093	125.00
100-182-533-734			FIRE EXTINGUISHER MAINT		
2056	GETZ FIRE EQUIPMENT*		ANNUAL SVC JC 100-182	I1-650399	190.00
100-182-533-770			GROUNDS MAINTENANCE		
3396	MCKEOWN*CHARLES R		FRTL2R/BRDLF 100-182	556708	42.02
3396	MCKEOWN*CHARLES R		MONTHLY ROUNDUP 100-182	556709	85.00
100-182-544-200			BLDG CONST & REMODELING		
8961	SHERWIN-WILLIAMS*		PAINT/SUPPLIES 100-182	6790-4	378.72
				TOTAL:	41,135.67

20

EXPENDITURE REPORT

DATE: AUGUST 22, 2013

TO: THE TAZEWELL COUNTY BOARD FUND: 100 DEPT: 211

THE TAZEWELL COUNTY AUDITOR REPORTS THAT THE FOLLOWING CLAIMS HAVE BEEN AUDITED AND RECOMMENDS THAT THE SAME BE ALLOWED; AND THAT ORDERS BE ISSUED TO THE SEVERAL CLAIMANTS FOR THE INDICATED AMOUNTS TO BE PAID FROM THE APPROPRIATE FUND:

REGULAR MEETING

NO.	CLAIMANT	NATURE OF CLAIM	AMOUNT	ACCOUNT	CHECK
1	RICK SWAN	PER DIEM	\$45.00	533-960	
2	PETER AULT	PER DIEM	\$45.00	533-960	
3	DONALD GRONWOLD	PER DIEM	\$45.00	533-960	
4	DONALD SHARPE	PER DIEM	\$45.00	533-960	
5	TERRY ZIEGENBEIN	PER DIEM	\$45.00	533-960	
6	JANE STAUFFER	PER DIEM	\$45.00	533-960	
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

AUDITOR'S TOTAL: \$270.00

Claims Docket
 Expenditure Accounts

Comty	Vend-No	Vend-Name	SHERIFF (100-211)	Invoice-Numb	Expense-Amount
	100-211-522-010		OFFICE SUPPLIES		
734		QUILL CORPORATION*	SUPPLIES 100-211	4714799	74.96
734		QUILL CORPORATION*	SUPPLIES 100-211	5048382	295.83
734		QUILL CORPORATION*	SUPPLIES 100-211	5050232	13.12
734		QUILL CORPORATION*	SUPPLIES 100-211	5111730	102.72
734		QUILL CORPORATION*	DISC TITLE RIBBON 100-211	5239192	28.79
734		QUILL CORPORATION*	INDEX CARD FILE 100-211	5246252	8.61
734		QUILL CORPORATION*	INDEX CARDS 100-211	5300311	67.47
734		QUILL CORPORATION*	SUPPLIES 100-211	5350207	598.67
62557		CDW GOVERNMENT INC*	IPAD KEYBOARDS 100-211	FJ11383	303.18
75516		OFFICE DEPOT*	INK 100-211	671798946001	139.99
10147		MARTEL ELECTRONICS INC*	TRANSCRIPTION MACH 100-211	188042A	201.00
	100-211-522-011		FIELD SUPPLIES		
2056		GETZ FIRE EQUIPMENT*	EXT/BRACKETS 100-211	I1-650271	126.15
2184		RAY O'HERRON CO INC*	VELCRO 100-211	1326301-IN	85.29
90246		PVP COMMUNICATIONS*	IAON BATTERY 100-211	18261	87.48
9966		VISA*	CLEANING SUPPLIES 100-211	5517-0913A	75.30
	100-211-522-050		MEDICAL SUPPLIES		
48		PEKIN HOSPITAL*	INMATE LAB WRK 7/13 100-211	48-0913	22.20
238		PEKIN PRESCRIPTION LAB INC*	INMATE DRUGS 8/13 100-211	238-0913	2,369.97
245		PRAXAIR DISTRIBUTION INC-465*	JAIL OXYGEN 100-211	47127225	21.52
1394		ADVANCED MEDICAL TRANSPORT*	TRANSPORT INMATE 100-211	1333127	174.16
1394		ADVANCED MEDICAL TRANSPORT*	INMATE TRANSPORT 100-211	1334477	174.16
68793		MOORE MEDICAL LLC*	MEDICAL SUPPLIES 100-211	97856518I	142.75
	100-211-522-100		GASOLINE & OIL		
240		SHERIFF'S PETTY CASH*	SQUAD FUEL 100-211	140253	32.90
240		SHERIFF'S PETTY CASH*	SQUAD FUEL 100-211	756348	22.91
242		BP*	SQUAD FUEL 100-211	39017270	50.02
17651		TAZEWELL COUNTY HIGHWAY*	SQUAD FUEL 8/13 100-211	80970	15,582.66
17652		TAZEWELL COUNTY HIGHWAY*	STATES ATTY FUEL 8/13 100-211	80975	166.78
90609		VISA*	SQUAD FUEL TRN 100-211	1011-0913D	142.61
96808		VISA*	FUEL 100-211	5446-0913	54.65
99365		VISA*	SQUAD FUEL 8/13 100-211	4555-0913	301.57
	100-211-522-110		UNIFORMS & CLOTHING		

TAZEWELL COUNTY

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	SHERIFF (100-211)	Invoice-Numb	Expense-Amount
51	100-11-522-140	RILEY*LINDA	TRYGAR 100-211	1006	130.00
51	100-11-522-140	RILEY*LINDA	DICKSON 100-211	1016	139.00
240	100-11-522-140	SHERIFF'S PETTY CASH*	PETAS PANTS HEMMED 100-211	240-0913	27.00
2184	100-11-522-140	RAY O'HERRON CO INC*	KEMPE 100-211	1325232-IN	161.64
2184	100-11-522-140	RAY O'HERRON CO INC*	SHALLENBERGER 100-211	1327233-IN	126.25
2184	100-11-522-140	RAY O'HERRON CO INC*	EQUIP NEW HIRES 100-21	1327309	1,589.69
1556	100-11-522-140	GT DISTRIBUTORS-AUSTIN*	MAHR 100-211	461930	56.95
906	100-11-522-140	BROWNELLS INC*	KEDZIOR 100-211	9232604	98.85
1014	100-11-522-140	MILITARY UNIFORM SUPPLY INC*	MCKINNEY 100-211	11928	316.88
100-11-522-140	100-11-522-140	DUES & SUBSCRIPTIONS	INFO CHRGS 7/13 100-211	827708774	140.90
43	100-11-533-020	THOMSON REUTERS-WEST*			
100-11-533-020	100-11-533-020	K-9 EXPENSES			
275	100-11-533-020	NIEMANN FOODS INC*	DOG FOOD 100-211	1500350	134.94
2052	100-11-533-020	WHITNEY VETERINARY HOSPITAL*	BRACO SENTINEL 100-211	126691	57.70
100-11-533-050	100-11-533-050	HEALTH PROFESSIONALS, LTD			
3786	100-11-533-050	CORRECTIONAL HEALTHCARE COMPANIES	INMT HLTH CARE 10/13 100-211	IL31MC1013	21,697.66
3786	100-11-533-050	CORRECTIONAL HEALTHCARE COMPANIES	RCNCIL 1ST QTR 100-211	IL31Q113	5,372.87
3786	100-11-533-050	CORRECTIONAL HEALTHCARE COMPANIES	RCNCIL 2ND QTR 100-211	IL31Q213	1,563.02
3786	100-11-533-050	CORRECTIONAL HEALTHCARE COMPANIES	INMT MNLT HLTH 10/13 100-211	IL35MC1013	2,610.18
100-11-533-060	100-11-533-060	PRISONERS FOOD			
74027	100-11-533-060	A'VIANDS LLC*	INMATE MLS 8/1-8/3 100-211	64780	2,735.89
74027	100-11-533-060	A'VIANDS LLC*	INMATE MLS 8/4-8/21 100-211	64781	6,247.65
74027	100-11-533-060	A'VIANDS LLC*	INMATE MLS 8/11-8/17 100-211	64863	5,878.59
74027	100-11-533-060	A'VIANDS LLC*	INMATE MLS 8/18-8/24 100-211	64947	6,021.20
74027	100-11-533-060	A'VIANDS LLC*	INMATE MLS 8/25-8/31 100-211	65087	5,970.86
100-11-533-220	100-11-533-220	TPCCC			
217	100-11-533-220	TAZEWELL/PEKIN COMMUNICATIONS*	CORRECTION INV 8/1 100-211	2170913	3,159.00
100-11-533-700	100-11-533-700	VEHICLE MAINTENANCE			
228	100-11-533-700	RAY DENNISON CHEVROLET INC*	ACCT# 2503 12-2 100-211	CVCS378388	69.95
228	100-11-533-700	RAY DENNISON CHEVROLET INC*	ACCT# 2503 REPAIR 12-2 100-211	CVCS378615	97.45
228	100-11-533-700	RAY DENNISON CHEVROLET INC*	ACCT# 2503 REPAIR 12-3 100-211	CVCS379247	89.91
228	100-11-533-700	RAY DENNISON CHEVROLET INC*	ACCT# 2503 RPR 12-3 100-211	CVCS379357	89.90
228	100-11-533-700	RAY DENNISON CHEVROLET INC*	ACCT#2503 RELAY BEST 100-211	CVM217954	57.95

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	SHERIFF (100-211)	Invoice-Numb	Expense-Amount
	316	VELDE FORD SALES INC*		FOCS317521	55.38
	19628	JH CAR WASH OF PEKIN*		081313	5.00
	82320	WALTERS BROS HARLEY DAVIDSON*		81615	402.17
	85053	E & S COMMUNICATONS INC*		13-1088	565.60
	85053	E & S COMMUNICATONS INC*		13-419	150.00
	85053	E & S COMMUNICATONS INC*		13-422	37.50
	85053	E & S COMMUNICATONS INC*		13-423	112.50
	90195	BEST AUTOMOTIVE*		20491	39.98
	90195	BEST AUTOMOTIVE*		2050	80.00
	90195	BEST AUTOMOTIVE*		20501	69.64
	90195	BEST AUTOMOTIVE*		2051	684.72
	90195	BEST AUTOMOTIVE*		2052	45.00
	90195	BEST AUTOMOTIVE*		2053	82.17
	90195	BEST AUTOMOTIVE*		2054	110.00
	90195	BEST AUTOMOTIVE*		2055	39.98
	90195	BEST AUTOMOTIVE*		2056	46.97
	90195	BEST AUTOMOTIVE*		2057	46.97
	90195	BEST AUTOMOTIVE*		2058	27.50
	90195	BEST AUTOMOTIVE*		2059	140.98
	90195	BEST AUTOMOTIVE*		2060	184.27
	90195	BEST AUTOMOTIVE*		2061	652.54
	90195	BEST AUTOMOTIVE*		2062	27.50
	90195	BEST AUTOMOTIVE*		2064	27.50
	90195	BEST AUTOMOTIVE*		20641	27.50
	90195	BEST AUTOMOTIVE*		2065	27.50
	90195	BEST AUTOMOTIVE*		20651	19.97
	90195	BEST AUTOMOTIVE*		20652	9.98
	90195	BEST AUTOMOTIVE*		2067	747.78
	90239	FIRESTONE*		137194	731.72
	90609	VISA*		1011-0913C	53.06
	90609	VISA*		1011-0913E	723.03
	91311	LET IT SHINE LLC*		1309-2046	200.00
	100-211-533-760		RADIO MAINTENANCE		
	230	MOYER ELECTRONICS INC*		11443	37.50
	230	MOYER ELECTRONICS INC*		11446	107.50
	230	MOYER ELECTRONICS INC*		245154	99.90
	89014	L3 COMMUNICATIONS MOBILE-VISION IN		203236-IN	67.95
	100-211-544-001		MISC EQUIPMENT		

Claims Docket
Expenditure Accounts

Comty Vend-No	Vend-Name	SHERIFF (100-211)	Invoice-Numb	Expense-Amount
2184	RAY O'HERRON CO INC*	VESTS 100-211	1324564-IN	4,525.14
			TOTAL:	<u>97,121.70</u>
100-211-522-011		FIELD SUPPLIES		
827	ILLINOIS SECRETARY OF STATE	VEHICLE STICKER P943642 MUTCHLER		101.00 check# 4332 08-16-13
827	ILLINOIS SECRETARY OF STATE	VEHICLE STICKER P951040		101.00 check# 4333 08-16-13
827	ILLINOIS SECRETARY OF STATE	VEHICLE STICKER P951039		101.00 check# 4331 08-16-13
100-211-522-110		UNIFORMS & CLOTHING		
99373	CHEAPER THAN DIRT	UNIFORMS-JIMINEZ		35.88 check# 4343 08-23-13
			MANUAL TOTAL:	338.88
			GRAND TOTAL:	97,460.58

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	E.M.A. (100-213)	Invoice-Numb	Expense-Amount
	100-213-522-100		GASOLINE		
	17631	TAZEWELL COUNTY HIGHWAY*		80974	253.37
	100-213-533-300		MILEAGE		
	18504	COOK*DAWN M		18504-0913	215.83
	100-213-533-620		GAS & ELECTRIC		
	7	AMEREN ILLINOIS*		3468814495-0913	64.49
	7	AMEREN ILLINOIS*		5064963774-0913	116.39
	7	AMEREN ILLINOIS*		5918993212-0913	122.09
	7	AMEREN ILLINOIS*		8964336175-0913	45.35
	84567	NOBLE AMERICAS ENERGY SOLUTIONS*		132420003157315	175.93
	100-213-533-700		VEHICLE MAINTENANCE		
	87066	COLLETTS AUTOMOTIVE*		18857	310.88
	100-213-533-750		HMEP LEPC GRANT		
	10113	BECHTOLD III*JOSEPH		016	2,640.00
	100-213-544-000		NEW EQUIPMENT		
	80	MENARDS*		REINFORCEMENT MATERIAL 100-213 37992	202.30
				TOTAL:	<u>4,146.63</u>

Proceedings from the Tazewell County Board Meeting held this 25th day of September, 2013.

Claims Docket
Expenditure Accounts

Comty Vend-No	Vend-Name	COURT SECURITY (100-214)	Invoice-Numb	Expense-Amount
100-214-533-000		CONTRACTUAL SERVICE		
230	MOYER ELECTRONICS INC*	RDO SVC 9/13 100-214	245176	240.00
1265	RAGAN COMMUNICATIONS INC*	CORONER RDO 9/13 100-214	9686	29.38
1265	RAGAN COMMUNICATIONS INC*	SHRF RDO 9/13 100-214	9689	1,395.55

TOTAL: 1,664.93

TAZEWELL COUNTY
Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	PROBATION UPGRADE (100-230)	Invoice-Numb	Expense-Amount
	100-230-522-010		OFFICE SUPPLIES		
81	BRADFORD SYSTEMS CORPORATION*	FILE CONVERTORS 100-230		19859-1	218.13
	100-230-522-100		GASOLINE/OIL		
17633	TAZEWELL COUNTY HIGHWAY*	FUEL FOR 8/13 100-230		80973	247.38
7773	CITY OF PEKIN*	FUEL 7/13 100-230		9909690	263.86
	100-230-533-000		CONTRACTUAL SERVICE		
9395	ABC COUNSELING & FAMILY SVCS*	BCK ON TRCK PGRM 8/13 100-230		93950-0913	3,600.00
9395	ABC COUNSELING & FAMILY SVCS*	JV SO PRGRM 8/13 100-230		93950-0913A	4,125.00
	100-230-533-080		WORK RELEASE/ELECTRONIC MON		
333	BI INC*	ELEC MNTRNG 8/13 100-230		803151	1,840.54
9062	CAM SYSTEMS*	GPS MONITORING 7/13 100-230		46496	756.75
	100-230-533-180		MEDICAL SERVICES		
1081	PEORIA COUNTY JUVENILE DETENTION*	JV PHYSICALS 8/13 100-230		10816-0913A	100.00
8793	AMERICAN SCREENING CORP*	DRUG TST SUPPLIES 100-230		266811	375.50
9960	GREAT LAKES LABS*	DRUG TESTING SUPPLIES 100-230		95934	1,778.50
	100-230-533-220		T/PCCC		
1265	RAGAN COMMUNICATIONS INC*	MO CHRG PRIBL/MBL 9/13 100-230		9687	470.08
	100-230-533-300		P O MEALS/MILES		
1226	MILLS*DAVID E	MEETING AOIC 100-230		12263-0913A	84.75
	100-230-533-700		VEHICLE MAINTENANCE		
228	RAY DENNISON CHEVROLET INC*	ACCT# 44637OIL CHNG 100-230		CTCS379587	35.86
228	RAY DENNISON CHEVROLET INC*	ACCT# 44637 VEH MAINT 100-230		CVCS379325	199.07
228	RAY DENNISON CHEVROLET INC*	ACCT#44637 MAINT PROB 3 100-23		CVCS379516	305.16
228	RAY DENNISON CHEVROLET INC*	ACCT# 44637 BRKS/RTRS 100-230		CVCS379617	171.96
9023	FIRESTONE*	TIRES PROB 2 100-230		137958	412.60
	100-230-533-710		OFFICE EQUIP. MAINTENANCE		
254	LASERPRO*	REPAIR ON PRINTER 100-230		77158	57.50
	100-230-533-910		TRAINING		
10130	SCHNUCKS*	DONUTS/TRAINING 100-230		724696	23.97

Proceedings from the Tazewell County Board Meeting held this 25th day of September 2013

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	PROBATION UPGRADE (100-230)	Invoice-Numb	Expense-Amount
12263	MILLS*DAVID E	MILEAGE REIMB 100-230	12263-0913	87.58	
70736	VISA*	ATSA REGIST 100-230	1511-0913	1,595.00	
70736	VISA*	COFFEE/TRAINING 100-230	1511-0913A	11.95	
70736	VISA*	2 HOTEL RMS ATSA 100-230	1511-0913B	926.56	
70736	VISA*	FOOD FOR MTG 100-230	1511-0913C	28.00	
100-530-533-979	CTR FOR PREVENTION OF ABUSE				
1218	CENTER FOR PREVENTION OF ABUSE*	DV PROGRAM COSTS 7/13 100-230	1218-0913	1,107.44	
100-530-544-000	COMPUTER HARDWARE/SOFTWARE				
87	SEICO INC*	GLOBAL TRACKING 8/13 100-230	80831	231.00	
87	SEICO INC*	SVC ON KEYPAD 100-230	80859	57.50	
87	SEICO INC*	SOFTWARE INSTL 100-230	80970	1,805.00	
87	SEICO INC*	GLBL TCKNG 9/13 100-230	81123	231.00	
100-530-544-001	MISC EQUIPMENT				
4532	STAPLES CREDIT PLAN*	3 STAMPS 100-230	27158	67.67	
100-530-544-002	OFFICER SAFETY EQUIPMENT				
51	LCD UNIFORMS*	3 RADIO CASES 100-230	1003	56.85	
TOTAL: 21,272.16					
100-530-533-910	TRAINING				
751	SUSAN WALKER	MEALS@TRAINING ILAPSC		53.20 check# 4345 08-23-13	
95148	KELLY MCCONKEY	MEALS@TRAINING ILAPSC		53.20 check# 4344 08-23-13	
100-530-544-000	COMPUTER HARDWARE/SOFTWARE				
731	VERIZON WIRELESS	INTERNET CARDS FOR LAPTOPS/TABLETS		360.65 check# 4356 08-30-13	
MANUAL TOTAL: 467.05					
GRAND TOTAL: 21,739.21					

Comty	Vend-No	Vend-Name	COURT SERVICES (100-231)	Invoice-Numb	Expense-Amount
	100-231-533-070		DETENTION		
	10816	PEORIA COUNTY JUVENILE DETENTION*	JV DETENTION 8/13 100-231	10816-0913	19,300.00
	100-231-533-090		DRUG COURT EXPENSES		
	337	TAZWOOD MENTAL HEALTH CENTER*	DRUG CRT CSTS 8/13 100-231	337-0913	2,168.61
	100-231-533-190		PRIVATE HOMES & INSTITUTIONS		
	345	ARROWHEAD RANCH*	JV PLCMNT 8/13 100-231	0002818-IN	5,042.15
				TOTAL:	<u>26,510.76</u>

TAZEWELL COUNTY
Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	LEGAL SERVICES (100-232)	Invoice-Numb	Expense-Amount
100-232-522-010	94456	INDEPENDENT STATIONERS*	OFFICE SUPPLIES COLOR INK CART 100-232	IN-335545	69.44
TOTAL:					<u>69.44</u>

TAZEWELL COUNTY

Claims Docket
Expenditure Accounts

Comty Vend-No	Vend-Name	CORONER (100-252)	Invoice-Numb	Expense-Amount
100-252-522-010	OFFICE SUPPLIES			
87939	PRAIRIELAND VENDING*	COFFEE/SUPPLIES 100-252	754	29.10
100-52-522-100	GASOLINE			
17633	TAZEWELL COUNTY HIGHWAY*	SQUAD FUEL 8/13 100-252	80972	157.79
100-52-533-020	PATHOLOGY EXPENSE			
95122	DENTON MD* J SCOTT	AUTOPSY/REPORT 100-252	N-13-469	895.00
95123	DENTON MD* J SCOTT	AUTOPSY/REPORT AUG 100-252	N-13-483	895.00
95124	BELCHER*WILLIAM K	AUTOPSY/ASSIST 100-252	N-13-466/483	320.00
96717	AMANDA J. YOUWMANS D.O.*	AUTOPSY/REPORT 7/13 100-252	N-13-440	895.00
96718	AMANDA J. YOUWMANS D.O.*	AUTOPSY/REPORT AUG 100-252	N-13-466	895.00
99609	MITCHELL*AMY	AUTOPSY/ASSIST 8/13 100-252	N-13-522	160.00
100-52-533-021	TOXICOLOGY LAB EXPENSE			
96791	SLU DEPT OF PATHOLOGY*	TOX CASES 8/13 100-252	T1408048	905.00
100-52-533-300	MILEAGE			
86249	VONROHR*RICK	MILEAGE/SCENES 100-252	86249-0913	74.02
100-52-533-370	BODY REMOVAL			
99416	MORGAN-JONES MORTUARY SVCS*	BODY REMOVAL 8/13 100-252	1104	1,335.00
100-52-544-001	GRANT EQUIPMENT			
62083	T-SHIRT HOUSE*	SHIRTS FOR OFFICE 100-252	57731	270.00
100425	VISA*	FREZE DRIED FOOD 100-252	6523-0913A	25.60
TOTAL:				6,856.51

32

TAZEWELL COUNTY

Claims Docket

Expenditure Accounts

Comty	Vend-No	Vend-Name	REGIONAL OFFICE OF EDUCATION (100-711)	Invoice-Number	Expense-Amount
	100-711-522-140	DUES & SUBSCRIPTIONS			
	63303	MATT SNYDER, IARSS TREASURER	2014 DUES & FEES		2,444.00 check# 4357 08-30-13

MANUAL TOTAL: 2,444.00

TAZEWELL COUNTY
Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	COURTS (100-800)	Invoice-Numb	Expense-Amount
	100-800-522-010		OFFICE SUPPLIES		
76	PURITAN SPRINGS WATER*		WATER 100-800	1447952-0913	49.50
	100-800-522-040		JUROR FOOD		
114	COURTYARD CAFE*		JUROR FOOD 100-800	11-CF-713	130.71
	100-800-533-120		ATTORNEY FEES		
162	THOMAS*DALE		REPRESENTATION 100-800	11-CF-713	123.40
	100-800-533-140		COURT REPORTING FEES		
214	SHANE* JULIA		TRANSCRIPTS 100-800	12-CF-254	381.00
260	HARRIS*E SCOTT		TRANSCRIPTS 100-800	10CF437	72.00
260	HARRIS*E SCOTT		TRANSCRIPT 100-800	12-CF-359	33.00
	100-800-533-170		WITNESS FEES		
248	ZAVALA*CATALINA		INTERPRETER 100-800	08-CF-539-0913	65.00
248	ZAVALA*CATALINA		INTERPRETER 100-800	13TR10181	65.00
248	ZAVALA*CATALINA		INTERPRETER 100-800	13TR10369	65.00
248	ZAVALA*CATALINA		INTERPRETER 100-800	13TR11047-9	65.00
248	ZAVALA*CATALINA		INTERPRETER 100-800	13TR7009-10	65.00
248	ZAVALA*CATALINA		INTERPRETER 100-800	13TR8867	65.00
248	ZAVALA*CATALINA		INTERPRETER 100-800	13TR9138	65.00
248	ZAVALA*CATALINA		INTERPRETER 100-800	13TR9775-7	65.00
	100-800-533-180		TESTING FEES		
84	UICOMP DEPARTMENT OF PSYCHIATRY*		PSYCH EVAL 100-800	RF1282	825.00
	100-800-544-000		MISC. EQUIPMENT		
180	JOHN R DAY & ASSOCIATES LTD*		PSY EVAL 100-800	071613	690.00
790	.CJ'S CAFE*		COFFEE CUPS 100-800	082013	95.00
TOTAL:					2,919.61

Proceeding from the Tazewell County Board Meeting held this 25th day of September, 2013.

TAZEWELL COUNTY
Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	COUNTY GENERAL (100-913)	Invoice-Numb	Expense-Amount
	100-913-522-010		OFFICE SUPPLIES		
734	QUILL CORPORATION*		SUPPLIES 100-913	4901712	184.15
734	QUILL CORPORATION*		SUPPLIES 100-913	4905567	65.16
734	QUILL CORPORATION*		SUPPLIES 100-913	4960210	11.58
734	QUILL CORPORATION*		SUPPLIES 100-913	4960212	112.16
734	QUILL CORPORATION*		SUPPLIES 100-913	5050684	3,605.57
734	QUILL CORPORATION*		SUPPLIES 100-913	5056957	58.28
17255	CDS OFFICE TECHNOLOGIES*		SUPPLIES 100-913	INV0795968	235.13
94455	INDEPENDENT STATIONERS*		SUPPLIES 100-913	IN-333867	486.89
100-913-522-320			COPY MACHINE SUPPLIES		
150	MIDLAND PAPER*		COPY PAPER 100-913	35F90490	4,568.00
100-913-533-010			COMPUTER CONTRACT		
255	DONALD R FREY & CO INC*		1 YR 10/28/13-10/27/14 100-913	14032	18,071.07
9464	COMMUNICATION REVOLVING FUND*		INTERNET SVC 7/13 100-913	T1400343	170.00
9314	COMCAST CABLE*		XFINITY TV 100-913	0047517-0913	1.99
9314	COMCAST CABLE*		HIGH SPEED INTERNET 100-913	0262223-0913	86.90
100-913-533-011			COMPUTER MAINTENANCE		
6181	PROACTIVE TECHNOLOGY GROUP, LTD*		HELP DESK 6/24 100-913	7819	742.50
6181	PROACTIVE TECHNOLOGY GROUP, LTD*		HELP DESK 7/19 100-913	7847	660.00
6181	PROACTIVE TECHNOLOGY GROUP, LTD*		HELP DESK 7/25 100-913	7858	880.00
6181	PROACTIVE TECHNOLOGY GROUP, LTD*		HELP DESK 7/22 100-913	7862	165.00
6181	PROACTIVE TECHNOLOGY GROUP, LTD*		HELP DESK 7/22-7/25 100-913	7868	715.00
6181	PROACTIVE TECHNOLOGY GROUP, LTD*		HELP DESK 8/5 100-913	7893	55.00
6181	PROACTIVE TECHNOLOGY GROUP, LTD*		HELP DESK 8/6 100-913	7898	220.00
6181	PROACTIVE TECHNOLOGY GROUP, LTD*		HELP DESK 8/9 100-913	7906	495.00
6181	PROACTIVE TECHNOLOGY GROUP, LTD*		HELP DESK 8/15 100-913	7911	440.00
6181	PROACTIVE TECHNOLOGY GROUP, LTD*		HELP DESK 8/15 100-913	7916	412.50
100-913-533-210			POSTAGE		
214	POSTMASTER*		1ST CLASS PRESORT #51 100-913	51-0913	200.00
12213	FARLEY*FRANK X		1ST CLASS PRESORT 100-913	80056	279.16
100-913-533-320			COPY MACHINE MAINTENANCE/USAGE		
90611	DIGITAL COPY SYSTEMS LLC*		9/13 LEASE CNCT 100-913	CNIN119222	3,284.90
90611	DIGITAL COPY SYSTEMS LLC*		9/13 MAINT CNCT 100-913	CNIN119223	1,430.00

Proceedings from the Tazewell County Board Meeting held on the 25th day of September, 2013.

Claims Docket
 Expenditure Accounts

Comty	Vend-No	Vend-Name	COUNTY GENERAL (100-913)	Invoice-Numb	Expense-Amount
	90611	DIGITAL COPY SYSTEMS LLC*	8/13 COPY COUNT 100-913	CNIN119224	1,430.46
	100-913-533-910	EDUCATION/TRAVEL/TRAINING			
661	P	IACZO*	CONFERENCE ZONING 100-913	661-0913	80.00
2183	P	UNIVERSITY OF ILLINOIS-GAR*	CATION MFI RECRT SHRFF 100-913	UPIN6794	100.00
2183	P	UNIVERSITY OF ILLINOIS-GAR*	M WELLS/M KIRK SHRFF 100-913	UPIN6817	7,054.00
90600	P	VISA*	LODGING R. DAVIS SHRFF 100-913	1011-0913A	625.92
90600	P	VISA*	LODGING LOWER SHRFF 100-913	1011-0913B	782.40
94020	P	ILLINOIS SEARCH & RESCUE COUNCIL*	CONF REG EMA 100-913	221	420.00
94020	P	ILLINOIS SEARCH & RESCUE COUNCIL*	CONF REGIST EMA 100-913	227	60.00
99360	P	WORKHEISER*ROGER	MILEAGE REIMB 100-913	99368-0913	78.99
99610	P	VISA*	CLASS RECERT SHERIFF 100-913	5517-0913	175.00
100405	P	VISA*	MOTEL/GAS CORONER 100-913	6523-0913	509.31
100-913-544-000		TECHNOLOGY UPGRADES			
61810	P	PROACTIVE TECHNOLOGY GROUP, LTD*	WEBSITE UPDATE 7/15/19 100-913	7852	797.50
61810	P	PROACTIVE TECHNOLOGY GROUP, LTD*	WEBSITE UPDT 7/26 100-913	7858A	715.00
61810	P	PROACTIVE TECHNOLOGY GROUP, LTD*	WEBSITE UPDT 7/26 100-913	7869	357.50
61810	P	PROACTIVE TECHNOLOGY GROUP, LTD*	WEBSITE UPDT 8/7 100-913	7898A	605.00
61810	P	PROACTIVE TECHNOLOGY GROUP, LTD*	WEBSITE UPDT 8/15 100-913	7911A	220.00
61810	P	PROACTIVE TECHNOLOGY GROUP, LTD*	WEBSITE UPDT 8/12-16 100-913	7920	2,035.00
61810	P	PROACTIVE TECHNOLOGY GROUP, LTD*	WEBSITE UPDT 8/22 100-913	7927	275.00
61810	P	PROACTIVE TECHNOLOGY GROUP, LTD*	WEBSITE UPDATE 100-913	7929	1,100.00
62557	P	CDW GOVERNMENT INC*	4 PRINTERS 100-913	FB91831	830.99
100-913-544-002		SOFTWARE/LICENSES			
62557	P	CDW GOVERNMENT INC*	ACROBAT LIC 100-913	FM81394	470.00
100-913-544-003		LAW ENFORCEMENT TECHNOLOGY			
69760	P	SUNGARD PUBLIC SECTOR*	SOFTWARE MAINT. 100-913	70631	4,188.02
					<u>60,546.03</u>
				TOTAL:	
100-913-533-013		ADMIN. ADJUDICATION SERVICES			
30	J. BRIAN HELLER P.C.	COUNTY CODE HEARINGS JULY/AUGUST			1,404.95 check# 4350 08-23-13
100-913-533-200		POSTAGE			
214	POSTMASTER	20 STAMPS @ 46 CENTS A PIECE			9.20 check# 4348 08-23-13
100-913-533-910		EDUCATION/TRAVEL/TRAINING			
455	ERIC GOEKEN	M&IE ORLAND PARK CLASS SHERIFF			390.50 check# 4365 09-06-13
5417	MIKE GREEN	LODGING/CAB/BAGGAGE/MILEAGE/ S/A			1,317.08 check# 4337 08-16-13

Illinois State Board of Elections, 2013

Claims Docket

Expenditure Accounts

Comty Vend-No Vend-Name COUNTY GENERAL (100-913) Invoice-Number Expense-Amount

100-913-533-910	EDUCATION /TRAVEL/ TRAINING		
77990	HAWTHORN SUITES BY WYNDHAM	LODGING J. STRINGER PTI SHERIFF	360.70 check# 4366 09-06-13
78451	PHIL EMERY	2 BAGGAGE FEES SHERIFF	50.00 check# 4352 08-23-13
88509	IACCR	CO CLERKS/RECORDERS FALL CONF	110.00 check# 4355 08-30-13
894025	ILLINOIS SEARCH/RESCUE COUNCIL	REGIST FOR TRAINING SHERIFF	775.00 check# 4351 08-23-13
899411	CHRIS BRAMMEIER	M&IE ST LOUIS CORONER	363.00 check# 4361 08-30-13
101304	AMERICAN CRIME PREVENTION	REGIST SHALLENBERGER/ROGERS SHERIFF	600.00 check# 4349 08-23-13
101419	JOSHUA STRINGER	M&IE CHAMPAIGN PTI SHERIFF	253.00 check# 4367 09-06-13

MANUAL TOTAL: 4,933.43

GRAND TOTAL: 65,479.46

TAZEWELL COUNTY

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	HIGHWAY (202-311)	OFFICE SUPPLIES	Expense-Amount
	202-311-522-010			OFFICE SUPPLIES	
	20666	ANDERSON*JOHN J		STAMPS/MAILINGS 202-311	152.56
	20934	UNITED PARCEL SERVICE*		MAIL PART/KLYCRSWL 202-311	21.06
	202-111-522-100			FUEL	
	20094	AG-LAND FS INC*		FUEL 202-311	3,181.18
	202-111-522-120			ENGINEERING SUPPLIES	
	20192	DELL MARKETING CP*		MONITORS 202-311	491.98
	20194	DELL MARKETING CP*		WIRELESS DESKTOP 202-311	180.46
	20196	DELL MARKETING CP*		COMPUTERS 202-311	2,786.42
	20368	DLT SOLUTIONS INC*		AUTO DESK RENEWAL 202-311	1,216.05
	202-111-522-720			MAINTENANCE MATERIALS	
	20033	LAWSON PRODUCTS INC*		SHOP SUPPLIES 202-311	189.49
	20034	LAWSON PRODUCTS INC*		SHOP SUPPLIES 202-611	86.24
	20035	LAWSON PRODUCTS INC*		SHOP SUPPLIES 202-611	252.11
	20041	PRAXAIR DISTRIBUTION INC-465*		CYLINDERS 202-311	21.03
	20042	PRAXAIR DISTRIBUTION INC-465*		CYLINDERS 202-311	54.60
	20064	ATLAS SUPPLY COMPANY*		SUPPLIES 202-311	632.60
	20101	RELIABLE OFFICE SUPPLIES*		UTENSILS/CUPS/PLATES 202-311	11.42
	20102	RELIABLE OFFICE SUPPLIES*		FORKS 202-311	3.99
	20103	RELIABLE OFFICE SUPPLIES*		KNIVES/SPOONS 202-311	15.96
	20104	RELIABLE OFFICE SUPPLIES*		PLATES 202-311	19.99
	20105	RELIABLE OFFICE SUPPLIES*		CUPS 202-311	33.99
	20106	RELIABLE OFFICE SUPPLIES*		FORKS/PLATES 202-311	65.45
	20107	RELIABLE OFFICE SUPPLIES*		PLATES/FORKS 202-311	19.95
	20714	PURITAN SPRINGS*		MONTHLY SVC 202-311	94.55
	20820	QUILL CORP*		SALES ORDER BOOKS 202-311	74.02
	20890	QUILL CORP*		COFFEE 202-311	34.92
	202-111-533-400			PUBLICATION OF LEGAL NOTICES	
	20081	PEKIN DAILY TIMES*		LEGAL NOTICE MOWER 202-311	86.00
	202-311-533-720			BUILDING MAINTENANCE	
	20013	AMEREN ILLINOIS*		MO SVC 202-311	1,673.30
	20017	FRANTZ & COMPANY INC*		MO SVC 202-311	50.00
	20081	TELVENT DTN LLC*		QUARTERLY SVC 202-311	339.00

Proceedings from the Tazewell County Board Meeting held on this 29th day of September 2013.

A20300
 09/11/2013

TAZEWELL COUNTY

Claims Docket
 Expenditure Accounts

Comty	Vend-No	Vend-Name	HIGHWAY (202-311)	Invoice-Numb	Expense-Amount
	20137	ILLINOIS AMERICAN WATER COMPANY*	MONTHLY SVC 202-311	542783-0813	29.88
	20137	ILLINOIS AMERICAN WATER COMPANY*	MONTHLY SVC 202-311	81427-0813	81.16
	20137	ILLINOIS AMERICAN WATER COMPANY*	MONTHLY SVC 202-311	81458-0813	24.36
	20137	ILLINOIS AMERICAN WATER COMPANY*	MONTHLY SVC 202-311	81489-0813	39.27
	20549	TUCKER PLUMBING*	REPAIR SINK 202-311	13-1034	191.00
	20627	SCOTT*STEPHEN	MONTHLY SVC 202-311	913	500.00
	20748	NOBLE AMERICAS ENERGY SOLUTIONS*	MONTHLY SVC 202-311	132420003157287	250.47
	20883	AMERICAN PEST CONTROL INC*	MONTHLY SVC 202-311	1451000-0813	50.00
	20917	X WASTE INC*	MONTHLY SVC 202-311	209853	72.80
	20938	BAKER*BRIAN E	RADIO TOWER RPR 202-311	3203	675.00
	202311-533-730	EQUIPMENT MAINTENANCE			
	20026	FORCE AMERICA DISTRIBUTING LLC*	HYD SEAL 202-311	4144343	18.71
	20120	CENTRAL ILLINOIS TRUCKS INC*	PIPE 202-311	MI59275	392.98
	20159	RAY DENNISON CHEVROLET INC*	ACCT# 2108 TRAIL BLZ 202-311	CTCS379021	241.45
	20555	CARQUEST AUTO PARTS*	BATTERIES 202-311	6607-124023	501.80
	20555	CARQUEST AUTO PARTS*	FILTERS 202-311	6607-124028	17.00
	20555	CARQUEST AUTO PARTS*	BRAKE PARTS 202-311	6607-124258	226.74
	20555	CARQUEST AUTO PARTS*	FILTERS 202-311	6607-124288	5.36
	20555	CARQUEST AUTO PARTS*	BRAKE ROTORS 202-311	6607-124305	49.68
	20651	HERITAGE-CRYSTAL CLEAN LLC*	OIL 202-311	12600422	529.45
	20725	CROSS IMPLEMENT INC*	BATWING MOWER BLDs 202-311	124568	668.76
	20780	FLANAGAN IMPLEMENT & SVC*	BLADES 202-311	59284F	351.22
	202311-533-740	HIGHWAY MAINTENANCE			
	20028	VERIZON WIRELESS*	MONTHLY SVC 202-311	9709961480	463.70
	20554	PROCTOR FIRST CARE PEORIA HTS*	DRUG TEST 202-311	3724695	80.00
	202311-533-900	CONFERENCE & SEMINARS			
	20085	IACE*	CONF REGIST 202-311	2013-0913	75.00
	20226	UNIVERSITY OF ILLINOIS*	PAVING CONF X2 202-311	2013	200.00
	202311-544-000	NEW EQUIPMENT			
	20425	CATERPILLAR FINANCIAL SERV CORP*	#10 BACKHOE LEASE PMT 202-311	1013	376.45
	202-311-544-110	ROAD IMPROVEMENT			
	20082	MIDWEST CONSTRUCTION SERVICES INC*	PAVEMENT TAPE 202-311	1300785	138.00
	20518	LOWERY EXCAVATING*	3/8" ROCK 202-311	6458	491.91
	20855	SCIORTINO*JESI	MILEAGE 202-311	JS0813	54.81

Claims Docket
Expenditure Accounts

Comty Vend-No	Vend-Name	HIGHWAY (202-311)	Invoice-Numb	Expense-Amount
20893	ROGERS GROUP INC*	COMMERCIAL RR#3 202-311	7050007644	1,425.07
202-311-544-120		DEBT SERVICES - INTEREST		
20680	CATERPILLAR FINANCIAL SVC CORP*	950 INTEREST PMT 202-311	950INTPMT26	327.15
202311-544-125		DEBT SERVICES- PRINCIPAL		
20680	CATERPILLAR FINANCIAL SVC CORP*	950 PRINCIPAL PMT 202-311	950PRNCPLPMT26	1,748.09
TOTAL:				<u>22,085.59</u>

A20300
09/10/2013

TAZEWELL COUNTY
Claims Docket
Expenditure Accounts

Comty Vend-No	Vend-Name	TOWNSHIP ROAD FUEL TAX (204-311)	Invoice-Numb	Expense-Amount
204-311-544-110		ROAD IMPROVEMENT		
20053	R A CULLINAN & SON INC*	13-04000-00-GM DLVN 204-311	0400FINAL2013	42,761.33
20053	R A CULLINAN & SON INC*	13-05000-00-GM DLN 204-311	0500FINAL2013	37,934.45
20053	R A CULLINAN & SON INC*	13-08000-00-GM GRVLN 204-311	0800FINAL2013	55,000.00
20053	R A CULLINAN & SON INC*	13-13000-00-GM MALONE 204-311	1-0913-13-00	61,499.65
20053	R A CULLINAN & SON INC*	13-12000-00-GM MCK 204-311	1200FINAL2013	59,134.57
20053	R A CULLINAN & SON INC*	13-16000-00-GM SND PR 204-311	1600FINAL2013	33,126.72
20053	R A CULLINAN & SON INC*	13-18000-00-GM TRMNT 204-311	1800FINAL2013	3,889.92
20053	R A CULLINAN & SON INC*	13-03000-00-GM DR CRK 204-311	0300FINAL2013	70,166.99
2033	BENIACH CONSTRUCTION CO INC*	13-10000-00-GM HD TWP 204-311	1000FINAL13	87,061.31
2033	BENIACH CONSTRUCTION CO INC*	13-11000-00-GM LTL MCK 204-311	1100FINAL2013	111,178.20
2033	BENIACH CONSTRUCTION CO INC*	13-17000-00-GM SPRG LK 204-311	1700FINAL2013	126,199.19
2051	LOWERY EXCAVATING*	13-17000-02-GM SPRG LK 204-311	3-0913-17-02	3,310.56

TOTAL: 691,262.89

TAZEWELL COUNTY
Claims Docket
Expenditure Accounts

Comty Vend-No	Vend-Name	BRIDGE FUND (205-311)	Invoice-Numb	Expense-Amount
205-311-533-150		ENGINEER CONSULTANT		
20372	HLR*	07-0010-12-ES MNTO 205-311	20130814	21,297.14
205-311-544-100		BRIDGE CONSTRUCTION		
2005-311-544-100	N E FINCH COMPANY*	12-00043-00-BR WGNLSR 205-311	2-13WAGBR	104,090.88
20285	CONTECH ENGINEERED SOLUTIONS LLC*	TOWNLINE/PIPE 205-311	IN00051123	45.00
20433	LITWILLER FARM DRAINAGE*	13-00088-00-DR HPDL 205-311	HOPEDALE2013	4,975.00
20644	WAYNE LITWILLER EXCAVATING INC*	REMOVE TRE UNDER RR 205-311	53023	480.00
20704	HD SUPPLY WATERWORKS LTD*	TOWNLINE/PIPE 205-311	B395228	155.40
20721	MIDWEST BRIDGE & CRANE*	07-14115-00-BR RBSN 205-311	5-0913	8,416.05
TOTAL:				<u>139,459.47</u>

TAZEWELL COUNTY
Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	MATCHING TAX FUND (206-311)	Invoice-Numb	Expense-Amount
	206-311-544-110		ROAD IMPROVEMENT		
	20827	AMERICAN ROAD MAINTENANCE*	13-00087-00-RS VAR 206-311	0087FINAL2013	3,374.26
	20827	HUTCHISON ENGINEERING INC*	12-00043-00-BR OVRSGHT 206-311	2-0913	7,371.35
	20924	ILLINOIS CENTRAL*	T12-0072\ARMINGTON RD 206-311	90613714	1,056.70
	206-311-544-115		WAGONSELLER ROAD GRANT		
	2005	CHRISTOPHER B BURKE ENG LTD*	11-00014-00-FP MNTO 206-311	112270	1,592.50
	2005	CHRISTOPHER B BURKE ENG LTD*	WAGNOSELLER STUDY 206-311	112271	4,867.50
			TOTAL:		<u>18,262.31</u>

TAZEWELL COUNTY
Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	VETERANS (208-422)	Invoice-Numb	Expense-Amount
	208-422-522-040		FOOD		
84546		PEORIA AREA FOOD BANK*	FOOD PNTRY PURCH 208-422	A022004-1	124.18
84546		PEORIA AREA FOOD BANK*	FOOD PNTRY PURCH 208-422	A022112-1	40.18
84546		PEORIA AREA FOOD BANK*	FOOD PNTRY PURCH 208-422	A022137-1	37.02
208-422-533-200			TELEPHONE		
54111		CENTURYLINK*	LONG DISTANCE 208-422	3040006043-0913	102.76
208-422-533-300			MILEAGE		
38		SAAL*STEVE	AUGUST MILEAGE 208-422	38-0913	336.74
208-422-533-970			EMERGENCY ASSISTANCE		
277		STROPES REALTY*	PRTL RNTL ASST 208-422	19915	210.00
277		STROPES REALTY*	PRTL RNTL ASST 208-422	19924	210.00
277		STROPES REALTY*	PRTL RNTL ASST 208-422	19928	210.00
10511		MAJORS*RICHARD	PRTL RNTL ASST 208-422	19933	210.00
11499		DION*KARL	PRTL RNTL ASST 208-422	19931	210.00
14900		WHITE*ALAN G	PRTL RNTL ASST 208-422	19918	210.00
19922		VANG*CHAO	PRTL RNTL ASST 208-422	19920	210.00
62758		HENDRIX*JOE E	PRTL RNTL ASST 208-422	19925	210.00
67457		OAK LAWN ESTATES LLC*	PRTL RNTL ASST 208-422	19927	330.00
68100		EDGEWOOD TERRACE*	PRTL RNTL ASST 208-422	19916	250.00
68100		AMEREN ILLINOIS (VAC)*	EMERGENCY ASSIST 208-422	1230771107-0913	193.87
68100		AMEREN ILLINOIS (VAC)*	EMERGENCY ASSIST 208-422	3920682172-0913	159.18
69399		BROOKS*TONI L	PRTL RNTL ASST 208-422	19917	250.00
71410		DRAFFEN*PHILLIP J	PRTL RNTL ASST 208-422	19908	210.00
72168		VISTA VILLA*	PRTL RNTL ASST 208-422	19922	210.00
73049		JUHL*CATHERINE L	PRTL RNTL ASST 208-422	19919	330.00
78649		HELLRIGEL*TODD A	PRTL RNTL ASST 208-422	19936	210.00
81308		KEGLEY*CHRISTOPHER C	PRTL RNTL ASST 208-422	19914	210.00
82955		KRUMHOLZ*JOAN & BILL	PRTL RNTL ASST 208-422	19926	250.00
82951		KRUMHOLZ*JOAN & BILL	PRTL RNTL ASST 208-422	19930	210.00
87620		UPPOLE*GARY L	PRTL RNTL ASST 208-422	19909	330.00
88264		ORR*ANGELA	PRTL RNTL ASST 208-422	19935	210.00
90673		JOHNSON*NEIL C	PRTL RNTL ASST 208-422	19938	330.00
92391		TEMPLE*VICTOR & LORI	PRTL RNTL ASST 208-422	19921	210.00
92906		SHELBY*KEVIN	PRTL RNTL ASST 208-422	19913	210.00
96249		CLANCY*ERIC	PRTL RNTL ASST 208-422	19910	210.00

Proceedings from the Tazewell County Board Meeting held this 25th day of September 2013

Claims Docket
Expenditure Accounts

Comty Vend-No	Vend-Name	VETERANS (208-422)	Invoice-Numb	Expense-Amount
99613	JORDAN*JENNIFER	PRTL RNTL ASST 208-422	19937	330.00
99624	FANNIE E APARTMENTS*	PRTL RNTL ASST 208-422	19912	330.00
99817	COUNTRY SIDE ESTATES OF MACKINAW L	PRTL RNTL ASST 208-422	19934	210.00
101117	THOMPSON*JAMES	PRTL RNTL ASST 208-422	19932	210.00
101110	HANCOCH*TRAVIS	PRTL RNTL ASST 208-422	19923	210.00
101400	SCHMIDT*CHRIS	PRTL RNTL ASST 208-422	19911	330.00
TOTAL:				<u>8,253.93</u>

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	ANIMAL CONTROL (211-411)	Invoice-Numb	Expense-Amount
	211-411-522-010	QUILL CORPORATION*	OFFICE SUPPLIES	4675988	96.87
734			COPY PAPER 211-411		
	211-411-522-050	MWI VETERINARY SUPPLY CO*	MEDICAL SUPPLIES	4497214	36.15
12366			3 BOXES LUER LCK 211-411	263349	119.00
12488			LAB TESTING 211-411	263581	136.00
12488			LAB TESTING 211-411		
	211-411-522-090	ATLAS SUPPLY COMPANY*	MAINTENANCE SUPPLIES	152-361	330.70
5			SUPPLIES 211-411	1728/13	90.00
95738		BIG R STORES*	90 GAL BLEACH 211-411		
	211-411-522-100	TAZEWELL COUNTY HIGHWAY*	GASOLINE	80971	1,545.93
17638					
	211-411-533-160	HERM*DR ART	VETERINARIAN OFFICE SERVICE	210-0913	1,816.67
210			AUGUST PER CNTRCT 211-411		
	211-411-533-200	AT&T*	TELEPHONE	2991013-0913	37.76
102			TELEPHONE 211-411	4772270-0913	69.35
222		FRONTIER*	TELEPHONE 211-411	9253370-0913	97.71
222		FRONTIER*	TELEPHONE 211-411	304044105-0913	53.84
54111		CENTURYLINK*			
	211-411-533-202	VERIZON WIRELESS*	CELLULAR TELEPHONE	9710768641	137.22
73111			CELL PHONES/MODEM 211-411		
	211-411-533-600	AMEREN ILLINOIS*	GAS, ELECTRIC & WATER	5201369932-0913	243.11
7			GAS & ELECTRIC 211-411	1233147-0913	29.15
76		PURITAN SPRINGS WATER*	WATER 211-411	1081540-0913	53.92
219		ILLINOIS AMERICAN WATER COMPANY*	WATER SVC 211-411	132420003157316	294.91
88949		NOBLE AMERICAS ENERGY SOLUTIONS*	ELECTRIC 211-411		
	211-411-533-660	X WASTE INC*	GARBAGE COLLECTION	209852	125.66
66418			GARBAGE 211-411		
	211-411-533-720	MARKLEY'S PEST ELIMINATION*	BUILDING & GROUNDS MAINTENANCE	225774	40.00
9			FLEAS INSIDE 211-411		

Claims Docket
Expenditure Accounts

Comty	Vend-No	Vend-Name	ANIMAL CONTROL (211-411)	Invoice-Numb	Expense-Amount
74	TCRC INC*		FLOOR CARE 211-411	014779	40.00
1257	ANIMAL CONTROL PETTY CASH*		HP HOSE REPAIR 211-411	1257-0913	26.14
88160	G & K SERVICES*		OFFICE RUGS 211-411	1018644076	42.90
211-533-984		TAZ CO VET ASSN			
99648	TAZEWELL COUNTY VETERINARY MED ASS		AUGUST S/N 211-411	AUG13	390.00
TOTAL:					<u>5,852.99</u>

TAZEWELL COUNTY
 Claims Docket
 Expenditure Accounts

Comty Vend-No	Vend-Name	HEALTH INTER-SERVICE (249-914)	Invoice-Numb	Expense-Amount
249-914-533-101	TASC-CLIENT INVOICES*	ADMINISTRATION		
80166	FLEX PLN ADM 249-914		3200257963	1,506.45
99622	BENEFIT PLANNING CONSULTANTS INC*	QRTLY TPA SVC 10-13 249-914	BPCI00027710	631.20
10087	HEALTH ALLIANCE MEDICAL PLANS*	TPA HLTH INS SVC 249-914	AUG2013	5,891.26
249-914-533-104	EAP PROGRAM			
94355	CHESTNUT GLOBAL PARTNERS*	QTR 1 7/13-9/13 249-914	1517	3,282.50
249-914-533-533	EMPLOYEE LIFE INSURANCE			
10764	SYMETRA LIFE INSURANCE COMPANY*	EMP LIFE INS 9/13 249-914	10764-0913A	1,793.59
249-914-533-534	VOLUNTARY LIFE			
10764	SYMETRA LIFE INSURANCE COMPANY*	VOL LIFE INS 9/13 249-914	10764-0913	1,453.79
249-914-533-535	VAD&D			
10825	LINA*	VOL AD&D 9/13 249-914	10825-0913	50.80
249-914-533-611	EMPLOYEE STOP LOSS			
96555	STARLINE USA LLC*	EMP STOP LOSS 9/13 249-914	96555-0913A	6,413.57
249-914-533-612	DEPENDENT STOP LOSS			
96555	STARLINE USA LLC*	DEP STOP LOSS 9/13 249-914	9655-0913B	10,907.60
249-914-533-613	AGGREGATE STOP LOSS			
96555	STARLINE USA LLC*	AGG STOP LOSS 9/13 249-914	96555-0913B	711.54
TOTAL:				32,642.30

TAZEWELL COUNTY

Claims Docket
Expenditure Accounts

Comty Vend-No	Vend-Name	SOLID WASTE (254-112)	Invoice-Numb	Expense-Amount
254-112-533-001		RECYCLING		
50070	MIDLAND DAVIS CORP*	LANDFILL/HAULING 254-112	174224	300.00
			TOTAL:	<u>300.00</u>

COMMUNICATIONS

For the month of November, it will be a compressed month with all meetings due to there being no meetings in December.

Chairman Zimmerman asked the County Board to be thinking of Jan Donahue. She is currently having medical problems.

Motion by member Redlingshafer Second by member Meisinger to Approve calendar of meetings for October, 2013. Motion carried by Voice Vote.

Motion to move Health Services meeting from October 10th to October 17th.



TAZEWELL COUNTY BOARD October 2013 Calendar of Meetings

Zoning Board of Appeals (Newman)	Tues., October 01 6:00pm - JCCR	Connett, Crawford, Hillegonds, Palmer, Redlingshafer, Rinehart, Sinn, Sundell
Land Use (Hillegonds)	Tues., October 08 5:00pm – Jury Room	Crawford, Connett, Palmer, Redlingshafer, Rinehart, Sinn, Sundell
Insurance Review (Zimmerman)	Thurs., October 10 3:00pm – Jury Room	Neuhauser, Aeilts, Connett, Gillespie, Graff, Johnson, Kreiter, Lourgos, Richmond, Stanton
Tentative Budget (Neuhauser)	Monday, October 14 6:00pm - JCCR	All County Board Members
Health Services (Imig)	Thurs., October 17 5:30pm - TCHD	Sundell, Graff, B. Grimm, Harris, Redlingshafer, Sinn, Vanderheydt
Transportation (Sinn)	Mon., October 21 8:00am - Tremont	Proehl, Ackerman, Crawford, Palmer, Rinehart, Stanford, Von Boeckman
Property (D. Grimm)	Tues., October 22 3:30pm - JCCR	Donahue, Ackerman, Meisinger, Neuhauser, Proehl, Stanford, Vanderheydt
Finance (Neuhauser)	Tues., October 22 following Property - JCCR	B. Grimm, Connett, Donahue, Graff, D. Grimm, Harris, Hillegonds, Imig, Meisinger, Von Boeckman
Human Resources (Harris)	Tues., October 22 following Finance - JCCR	Meisinger, Connett, Donahue, Graff, B. Grimm, D. Grimm, Hillegonds, Imig, Neuhauser, Von Boeckman
Risk Management (Zimmerman)	Wed., October 23 4:00pm – Jury Room	Neuhauser, Crawford, Donahue, B. Grimm, D. Grimm, Harris, Hillegonds, Imig, Meisinger, Sinn, Von Boeckman *(Auditor, Treasurer, State's Attorney)*
Executive (Zimmerman)	Wed., October 23 following Executive	Neuhauser, Crawford, Donahue, B. Grimm, D. Grimm, Harris, Hillegonds, Imig, Meisinger, Sinn, Von Boeckman
Board of Health (Burton)	Mon., October 28 6:30 p.m. - TCHD	Imig
County Board/Final Budget	Wed., October 30 6:00 p.m. – JCCR	ALL COUNTY BOARD MEMBERS

Board Recessed at 6:50 p.m. Next Meeting will be held on
October 30, 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
September 25, 2013 at 6:01 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 25th day of September, 2013.